



OROVILLE UNION HIGH SCHOOL DISTRICT BOARD OF TRUSTEES

REGULAR MEETING AGENDA

Wednesday, August 14, 2019

Closed session at 5:30 p.m. followed by open session at approximately 6:00 p.m.

All Regular Meetings Will Take Place at:
Prospect High School, 2060 Second Street, Oroville, CA 95966

District Core Beliefs

We believe:

- Every student can learn and learns at their own pace.
- Active engagement of students by caring adults is key to helping students achieve.
- Every student should have access to services and supports to enhance their learning experience.
- Every student should be exposed to college and/or career opportunities.
- Every student should learn the skills necessary to succeed in post-secondary education or in a career path.
- Every member of the learning community deserves to be part of a safe, caring and nurturing learning environment and should be treated with respect, dignity and worth.

BOARD MEMBERS:

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

DISTRICT ADMINISTRATION:

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

Agenda materials are available on the district's website (ouhsd.org) and for inspection at the following location:

Superintendent's Office
Oroville Union High School District
2211 Washington Avenue
Oroville, CA 95966

In compliance with the American with Disabilities Act, if you need special assistance to participate in these meetings, please contact the Superintendent's Office at 538-2300, ext. 1107. Notification 48 hours prior to the meeting will enable to district to make reasonable arrangements to ensure accessibility to these meetings.

ALL MEETINGS ARE RECORDED

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

REGULAR MEETING AGENDA

Wednesday, August 14, 2019, 5:30 p.m., Prospect High School, 2060 2nd Street, #A, Oroville, CA 95965

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 (None)

STUDENT REPRESENTATIVES REPORTS (None)

RECOGNITIONS AND PRESENTATIONS

1. Introduction of New Staff

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

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

REGULAR BOARD AGENDA FOR AUGUST 14, 2019

RECOGNITION OF INDIVIDUALS WHO WISH TO SPEAK ON AGENDA ITEMS

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

NON-ACTION INFORMATIONAL ITEMS AND REPORTS

2. **Board Comments**
3. **Superintendent**
4. **Administration**
5. **Principals' Report on the First Day of School, Enrollment and Back-to-School Night Plans**
6. **Update on 18/19 8th Grade Non Graduates**
7. **18/19 Expulsion Report**

OLD BUSINESS (None)

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

8. **Minutes from the July 17, 2019 and August 6, 2019 Board Meetings**
9. **Check Registers Dated 7/9, 7/16, 7/18, 7/23, 7/25, 7/30 and 8/1**
10. **Monthly Financial Report**
11. **Donations to the Hall of Fame**
12. **Internal Control Manual for Federal Grants**
13. **19/20 Private Bus Companies**
14. **Disposal of Surplus Vehicles**
15. **Board Policies and Administrative Regulations**
 - o BP 4119.24, 4219.24, 4319.24 (Maintaining Appropriate Adult-Student Interactions)
 - o BP/AR 6145.2 (Athletic Competition)
 - o BB 9250 (Remuneration, Reimbursement and Other Benefits)

NEW BUSINESS

16. Resolution to Refinance the General Obligation Bond (Watts)

At the June 19th board meeting, Government Financial Strategies discussed refinancing opportunities for the current interest bonds portion of Measure G's Series 2009C general obligation bonds, along with potential savings to District taxpayers. The Board is now being asked to consider adoption of a resolution authorizing the issuance of 2019 General Obligation Refunding Bonds to refinance the Measure G's Series 2009C current interest bonds at a minimum of 3% net present savings. There is no impact to the District's general fund. **Recommend approval of Resolution #1-19/20**

Enclosure

17. Increase Lunch Price for Adults (Willenberg)

Based on the USDA formula to calculate adult meal pricing (free reimbursement rate + extra .06 + per meal rate of USDA donated food), it is necessary to increase the adult meal price from \$3.50 to \$4.00 **Recommend approval**

Enclosure

REGULAR BOARD AGENDA FOR AUGUST 14, 2019

18. 2019/2020 Certificated Tenure (Willenberg)

The following certificated personnel have achieved the professional status of 100% tenure for 2019/2020: Caryn Albrecht, Kaylie Hull, Samantha Muntifering and Ryan Rogowski. **Recommend approval**

19. Committee on Assignments Waiver Requests—Elective Classes (Willenberg)

Pursuant to Education Code Section 44258.7 (c), the Committee on Assignments has recommended the following teachers to teach in a special assignment area for 2019/2020: Keely Frazier (Yearbook), Tim Harles (Health and Driver Education) and Tami Taylor (Driver Education) at LP; and Tom Murphy (Art). **Recommend approval of Committee on Assignments' recommendations for special assignment classes as presented**

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

Education Code Section 44263 requires adoption of a Resolution that approves eligible certificated personnel, upon their written consent, to teach in a designated subject area outside of their credential authorization for 2019/2020. **Recommend approval of Resolution #2-19/20 as presented**

Enclosure

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

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

Enclosure

22. Personnel Assignment Order

Approval is requested for the following Personnel Assignment Order:

Certificated

2019/20 Coaches

LPHS

Change Sam Burnett from split stipend to full stipend for Freshman Football Asst Coach

Ginny Bangar

Correction to initial salary placement

Change from Step/Class 1/II \$47,907 to

1/IV \$51,328

Effective 8/12/2019

Laura Lafayette

Teacher

Unit move from Step/Class 05/III \$56,457

To 05/IV \$58,165

Effective 8/12/2019

Classified

Kimberly Meyers

FSW

Resignation

Effective 8/5/2019

23. Items for Next Agenda

ADJOURNMENT

The meeting will be adjourned to a regular board meeting scheduled for Wednesday, **September 18, 2019**, 5:30 p.m. at Prospect High School.

RECAP OF EXPULSION 18/19 CASES

No. of Recommended Expulsions:

2010/2011:	53	2013/2014:	46	2016/2017:	59
2011/2012:	70	2014/2015:	56	2017/2018:	44
2012/2013:	51	2015/2016:	67	2018/2019:	23

EXPULSION REPORT

23 Total Recommended expulsions including 7 special education/504 students

- 20 students were expelled by board action
- 1 case was sent to PHS on a contract in lieu of expulsion
- 1 case was cancelled and put on a site contract instead
- 1 case was cancelled due to the student being transferred to a foster placement outside of the district

Expulsions By School Site

Las Plumas High School:	16
Oroville High School:	7
Prospect High School:	0
Community Day School	0

Disposition of Expulsions:

Expelled to CDS	11
Expelled to Prospect	4
Expelled to Independent Study	1
Returned to LP	3
Returned to OHS	1

Most Common Offenses—Most Serious Offense Counted

Drugs/Alcohol/Paraphernalia	8
Mutual Fighting	5
Assault on Another Student	4
Harassment/Threats	2
Knives/Other Weapons	2
Theft	1
Brandishing Knife	1

**OROVILLE UNION HIGH SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING
July 17, 2019**

MINUTES

CALL TO ORDER

Board President, Mr. Damon, called the meeting to order at 5:30 p.m. on Wednesday, July 19, 2019, at Prospect High School.

ROLL CALL

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

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

CLOSED SESSION

- **Personnel-Gov't. Code 54957** [Public employee employment/discipline/dismissal/release]
- **Conference with Legal Counsel-Anticipated or Existing Litigation—Gov't. Code Section 54956.9**
[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

At 6:09 p.m., the board reconvened to open session. No action was taken.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA VARIANCE

#1-19/20: On a motion by Mrs. Walker, seconded by Mrs. King, the board accepted an amended Personnel Assignment Order by the following vote:

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

PUBLIC HEARING (None)

STUDENT REPRESENTATIVE REPORTS (None)

RECOGNITIONS AND PRESENTATIONS (None)

HEARING OF INDIVIDUALS ON NON-AGENDA ITEMS (None)

MINUTES OF REGULAR MEETING JULY 17, 2019

HEARING OF INDIVIDUALS ON AGENDA ITEMS (None)

NON-ACTION INFORMATIONAL ITEMS AND REPORTS

1. Board Comments

Mrs. Walker commented that the LP campus looks very nice and clean. Mrs. King stated that the OHS campus looks great too. Dr. Willenberg feels that the students and staff will be excited to see the changes when they return. Mr. Sehorn stated that he attended the 4th of July Oroville Community Band concert, which is led by Mr. Walker. Proceeds from the concession stand for two days was donated to the LP/O Band Boosters to be used toward the trip to Carnegie Hall. The community seems very supportive of this trip.

2. Superintendent

Dr. Willenberg stated that everyone is busy getting ready for school to start on August 14th. Freshmen orientation at both schools will be held on August 9th. Several trainings have been well attended by staff during the summer. We are currently recruiting for a second Social Worker.

3. Administration

Mrs. Watts stated that districts are required to report material changes within 45 days of the state adopting their budget. The proposed budget only included a reduction to STRS. The final budget included a reduction in both STRS and PERS, which increased the cost to the district by \$22,000.

Mr. Simas reported that special education teachers and general education teachers attended training this summer. Mrs. Walker asked if the co-teachers have the same credentials. Mr. Simas responded that the credentials don't always line up. The training was to help co-teachers better support each other, regardless of credentials. Mrs. Walker asked if the co-teachers share a common prep period. Mr. Simas responded that the master schedules don't always work out that way. Mrs. Englund asked if professional development is always offered during the summer. Dr. Willenberg responded that there was more training this summer than usual in order for people to gain knowledge without being out of their classroom. Mr. Simas reported that 67 people signed up for trainings, with some attending more than one.

4. Report on 2018/2019 Freshmen Who Were Non 8th Grade Graduates

Mr. Simas reported that we had 49 8th grade non-grads last year. Of the 24 students at LPHS, 15 were chronically absent (more than 10% of the school year). Eleven had at least one discipline incident: 6 home suspensions, 5 in school suspensions and 0 expulsions. 1st semester grades: 11% A's, 17% B's, 17% C's, 18% D's and 36% F's. 2nd semester grades: 14% A's, 8% B's, 21% C's, 21% D's and 36% F's. Of the 25 students at OHS, 11 were chronically absent. Twenty had at least one discipline incident (2 home suspensions, 6 in school suspensions and one expulsion). 1st semester grades: 9% A's, 14% B's, 28% C's, 21% D's and 28% F's. 2nd semester grades: 4% A's, 7% B's, 18% C's, 37% D's and 33% F's. The percentage of D's and F's at both schools was higher than those who did graduate from 8th grade. Statistics show that students who fall behind in their freshmen and sophomore years tend to not earn a diploma. We need to continue to follow these students. Dr. Willenberg stated that only one expulsion from this group was fabulous. The non-grads typically have much higher incidents of suspension and expulsion.

5. District Performance Indicator Review Plan

Mr. Simas reported that we are still disproportionate in special education discipline, math and English performance and the number of students being placed in non-public schools. The plan has already been approved by the Butte County SELPA. These issues are already being addressed through trainings.

MINUTES OF REGULAR MEETING JULY 17, 2019

6. Discussion on Board Self-Evaluation Tool

Dr. Willenberg stated that a board bylaw requires the board to do a self-evaluation annually. If the board doesn't find value in the process, the bylaw can be changed. We could establish board goals annually instead. Mr. Sehorn feels that evaluations of the board or staff is worthless if you don't do anything with the results. It would take time to come up with a better document. He feels we need to do it right or not at all. He would be all for the board setting annual goals. Mrs. King agreed. Dr. Willenberg will review the bylaw to see what changes need to be made.

7. Quarterly Williams Act Complaints

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

OLD BUSINESS (None)

CONSENT CALENDAR

8. Minutes from the June 19, 2019 and June 26, 2019 Board Meetings

9. Check Registers Dated 6/13, 6/18, 6/20, 6/25 and 6/27

10. Monthly Financial Report

11. 4th Quarter Scholarship Report

12. Donations to the Hall of Fame

13. Donation of School Supplies Valued at \$150 from Mr. Dave Enloe

14. Disposal of Obsolete Equipment

15. 19/20 Ag Incentive Grant

16. 19/20 Consolidated Application

#2-19/20: On a motion by Mr. Sehorn, seconded by Mrs. Walker, the board approved the consent calendar as presented by the following vote:

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

NEW BUSINESS

17. Increase to the Substitute Teacher Pay Rate

#3-19/20: On a motion by Mrs. Walker, seconded by Mrs. King, the rates were increased to \$120 per day, \$80 for a half-day and \$145 for long-term as presented by the following vote:

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

18. Request to Waive Developer Fees for Camp Fire Victims

Mrs. Watts stated that district received a request from one person to waive their developer fees. We can only waive the 40% of fees that we collect. The homeowners would have to get approval from the elementary district to waive their 60%. Rather than approve each waiver that comes through for Camp Fire victims, Mrs. Watts recommends waiving fees for all Camp Fire victims who are rebuilding in Oroville through December 30, 2020.

#4-19/20: On a motion by Mr. Sehorn, seconded by Mrs. Walker, the board approved waiving the district's portion of developer fees for Camp Fire victims through December 30, 2020 as presented by the following vote:

MINUTES OF REGULAR MEETING JULY 17, 2019

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

19. 2019/2020 Committee on Assignment Members

#5-19/20: On a motion by Mrs. Walker, seconded by Mrs. King, the Committee on Assignment members were approved as presented by the following vote:

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

20. 2019/2020 District Investigative Team Members

#6-19/20: On a motion by Mrs. Walker, seconded by Mrs. King, the District Investigative Team members were approved as presented by the following vote:

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

21. Amended Personnel Assignment Order

#7-19/20: On a motion by Mrs. Englund, seconded by Mrs. King, the amended Personnel Assignment Order was approved by the following vote:

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

(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

David Morris
SPED Teacher
Resignation
Effective 7/25/2019

Eric Isenberg
Teacher
Correction to starting salary placement
Move from Step/Class 1/I \$46,192 to
1/II \$47,907
Effective 8/12/2019

Emily Corona
Correction starting salary placement
Move from Step/Class 1/IV \$51,328 to
7/IV \$61,587
Effective 8/12/2019

Classified

Trina Morris
Para Educator
Resignation
Effective 7/25/2019

Michael Commander
Correction in transfer location
Voluntary transfer from ATC to LPHS
7.0 hrs/day from 39 month re-hire list
Effective 8/14/2019

Donna Hoisington
Student Store Keeper
Continue on Medical Leave
Through 9/22/2019

MINUTES OF REGULAR MEETING, JULY 17, 2019

Certificated (Cont.)

Jamie Kumle
SPED Teacher
Step/Class 10/IV \$66,719
Effective 8/12/2019

Jennifer Culver
Correction to starting salary placement
Move from Step/Column 1/I \$46,192 to
1/II \$47,907
Effective 8/12/2019

2019/20 Coaches

OHS

Cheer Assist-Corrine Feuerstein – Non Paid

2019/20 Substitute Teachers

Carol Anderson
Lisa Avila
Jeanean Boatwright
Tyler Brandt
Mark Brown
Alice Cameron
Annie Enos
Eric Gauthaux
Betty Goodman
Judy Hamett
Steve Henry
Melissa Hetherwick
Laura Hillman
Diana Huss
William Jackson
Margarita Kangas
Ernest King
Robin Lyon
Larry Philbeck
Susan Rinehart
Cliff Scheer
Tina Sebastain
Robert Surhie
Paulette Simas
Kathryn Zancanella
Sharyl Backues

Classified (Cont.)

Tamara Hart
Student Store Keeper Long term substitute
Effective 7/31/2019-9/22/2019

Susan Ramos
Alternative Education Tech
Resignation
Effective 8/1/2019

Mee Lee
Food Service Worker
Increase from 7 hrs p/day to 7.5 hrs p/day
Effective 8/12/2019

2019/20 Substitute Bus Driver

Connie Smart
William (Bill) Macomber
Cheng Vang

2019/20 Substitute Courier

Connie Smart
Dawna Nielsen
Alex Rascon
Jeremy Backovich
Helen Smith
Jacob Deadmore
Deana Cook
Jodi Sneeringer
William Macomber
Cheng Vang
Mary Rudolph
Samantha Hon
Aderia Napier
Trevor Davis
Lea Wenger
Natalie Byers
Jeana Boyle

2019/20 Substitute Bus Aide

Connie Smart
Dawna Nielsen
Alex Rascon
Jeremy Backovich
Helen Smith
Jacob Deadmore
Deana Cook
Jodi Sneeringer
William Macomber
Cheng Vang
Mary Rudolph
Samantha Hon
Aderia Napier
Trevor Davis
Lea Wenger
Natalie Byers
Jeana Boyle

Certificated (Cont.)

Classified (Cont.)

2019/20 Vehicle Service Worker

Dayna Boxler
Debra Bradford
Mike Davis
Cindy Griswold
Anastasio Huerta
Joel Jenkins
Leighton Jenkins
Monica Jenkins
Susan Raasch
Tera Gattavara
Dan Rossetta
Terry Rossetta
Susan Swartz
Connie Smart
William Macomber
Cheng Vang

2019/20 Transportation Sub Custodian

Terry Rossetta
Helen Smith
Ramona Lacativo

2019/20 Substitute Campus Supervisor

Miles Brewer
Jacob Deadmore
Cliff Horton
Chris Jacobsen
Alan Manes
Ronnie Phillips
Ren Reynolds
Manuel Santillan
Chad Scott

2019/20 Substitute Food Service Worker

Tina Brewer
Linda Browne
Michele Bryce
Jacob Deadmore
Shannon Finkenkeller
Connor Hamrick
Tamara Hart
Koren Jernigan
Kristin LaFreniere
Stephanie Miller
Lisa Shaver

2019/20 Substitute Groundskeeper

Billy Cash
Riley Cunningham
Jacob Deadmore
Kayla Garnet-Goforth
Cliff Horton

MINUTES OF REGULAR MEETING, JULY 17, 2019

Certificated (Cont.)

Classified (Cont.)

2019/20 Substitute Para Educators

Alice Cameron
Jessica Collins
Justin Collins
LeChelle Collins
Melissa Hetherwick
Annaliece Leonard
Robin Lyon
Stephanie Miller
Daniel Xiong

2019/20 Substitute Universals

Miles Brewer
Jacob Deadmore
Cliff Horton
Alan Manes
Ronnie Phillips
Manuel Santillan
Chad Scott

2019/20 Substitute Custodian

Miles Brewer
Gabriel Campolo
Billy Cash
Justin Collins
LeChelle Collins
Riley Cunningham
Trevor Davis
Jacob Deadmore
Kayla Garnet-Goforth
Cliff Horton
Delbert Huston
Kenneth Long
Alan Manes
Ronald Ullman

2019/20 Substitute Maintenance

Billy Cash
Riley Cunningham
Jacob Deadmore
Cliff Horton

2019/20 Substitute Clerical

Beth Bello
Larry Fallen
Tamara Hart
Kristie Olson

22. Items for Next Agenda (None)

MINES OF REGULAR MEETING, JULY 17, 2019

ADJOURNMENT

On a motion by Mrs. Walker, seconded by Mrs. King, the meeting adjourned at 6:34 p.m.

(Signature of Board Official)

ATTEST:

Secretary to the Board of Trustees

**OROVILLE UNION HIGH SCHOOL DISTRICT
SPECIAL BOARD OF TRUSTEES MEETING
August 6, 2019**

MINUTES

CALL TO ORDER

Board President, Mr. Damon, called the meeting to order at 5:15 p.m. on Tuesday, August 6, 2019, at the District Office.

ROLL CALL

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

Administrators Present: Dr. Corey Willenberg, Superintendent and Kevin Simas, Director of Education

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA VARIANCE

#8-19/20: On a motion by Mr. Sehorn, seconded by Mrs. Walker, the board accepted an amended Personnel Assignment Order by the following vote:

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

NEW BUSINESS

1. Contract with School Steps for School Psychologist and Behavior Support Services

#9-19/20: On a motion by Mrs. Walker, seconded by Mrs. Englund, the contract was approved as presented by the following vote:

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

2. Amended Personnel Assignment Order

#10-19/20: On a motion by Mrs. Walker, seconded by Mrs. Englund, the amended Personnel Assignment Order was approved by the following vote:

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

MINUTES OF SPECIAL MEETING AUGUST 6, 2019

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

Certificated

2019/20 Coaches
LPHS
Volleyball Varsity Asst. Paul Thao - Non-Paid
JV Football Head Coach – Remove Dennis Enser
& replace with Dan Weagant - \$3,233
JV Football Asst. Coach – Remove Dave Enser

Ramona Guzman-Saeturn
Teacher
FMLA/PDA Leave
Effective 8/12/2019-10/31/2019

Melissa Hetherwick
Long Term Substitute
\$150 p/day for days 1-20
\$175 p/day for days 21-30
Effective 8/12/2019

Audrey Bruce
Math Teacher on an Internship
Step/Column 1/II \$47,907
Effective 8/12/2019

Autumn McIntosh
Counselor
Continue increase in FTE from .60 to .80
Title I Funded
Effective 2019/20 school year

2019/20 Substitutes

Madison Johansen

Gem Henderson
School Psychologist
Continue with reduction in FTE to 0.6
Effective 2019/20 school year

Bonnie Leih
Correction to initial salary placement
From Step/Column 1/III \$49,614 to 1/IV \$51,328
Effective 8/12/2019

Olivia Garcia
Social Worker
FTE - Step/Class 6/IV \$59,880
Effective 8/12/2019

Heather DeMaggio
Teacher
Unit move from Step/Class 05/III \$56,457
To 05/IV \$58,165
Effective 8/12/2019

Classified

Erica Lopez
Custodian
Medical leave extended through
10/17/2019

Lauren Morrison
SPED Clerical Aide
Resignation
Effective 7/22/2019

2019/20 Substitute Bus Aide

Heather Byers

2019/20 Substitute Courier

Heather Byers

Christopher Lowery
Custodian
Request FMLA/PFL/CFRA leave
Effective 8/1/2019 through 12 weeks

Crystal Goolsby
Para Educator
FMLA/CFRA Leave for baby bonding
Effective 8/19/19 – 9/27/19

Michela Monnot
Voluntary transfer to
Administrative Secretary – PHS
Effective 8/7/2019

Jeanne Boyle
Para Educator
Voluntary Transfer from ATC to LPHS
7.0 hrs/day from 39 month re-hire list
Effective 8/14/2019

Food Service Substitute 2019/20

Carla Cook

Para Educator Substitute

Jaliden Pacis

Ching Thao
FSW
Increase from 3.9hrs p/day to 5.4hrs p/day
For Suppers Program
Effective 8/12/2019

MINUTES OF SPECIAL MEETING AUGUST 6, 2019

Certificated (Cont.)

2019/20 6/5th Period Options

LPHS

Spanish 5th period – Maria Naiman

Physical Science 6th period – Steve Coates

OHS

Culinary 5th period – Sandra Smith

PHS

English/Credit Recovery 6th period – Lisa Johnson

Classified

Lechelle Collins

ATC Para Educator

6.0 hrs p/day

Step/Column 12/A \$15.18

Effective 8/12/2019

ADJOURNMENT

On a motion by Mrs. Walker, seconded by Mrs. King, the meeting adjourned at 5:34 p.m.

(Signature of Board Official)

ATTEST:

Secretary to the Board of Trustees

Checks Dated 07/09/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-150096	07/09/2019	Hamman, Bridget	01-5200	Reimb Mileage, Meals Parking PLC Conf 7/28-7/31/19		485.28
3005-150097	07/09/2019	Castillo-Siplin, Diana	01-5200	Reimb Mileage, Meals Parking AP Conf San Diego 7/21-7/25		629.15
3005-150098	07/09/2019	Reid, Jeff M	01-5200	Reimb Meals PLC Conf 7/28-7/31/19		161.00
3005-150099	07/09/2019	Smith, Allison C	01-5200	Reimb Mileage, Meals Parking PLC Conf 7/28-7/31/19		485.28
3005-150100	07/09/2019	ASAP	11-5850	ASAP Subscription Renewal SY19/20		9,849.00
3005-150101	07/09/2019	BATTERY SYSTEMS INC.	01-4363	Batteries Transp	110.99	
				Credit Consignment Price	7.29-	103.70
3005-150102	07/09/2019	BEFORE THE MOVIE INC	01-5806	July2019 On Screen Ad Feather River Cinema		575.00
3005-150103	07/09/2019	BETTER DEAL EXCHANGE	01-4360	June2019 Supplies GDavis		27.67
3005-150104	07/09/2019	CA DEPT OF TAX & FEE ADMIN	01-9580	UTax Apr-June2019 DW	1,423.28	
			11-9580	UTax Apr-June2019 OAE	201.71	1,624.99
3005-150105	07/09/2019	CALIFORNIA'S VALUED TRUST FINANCE DEPARTMENT	01-9544	July2019 Retirees	53,003.47	
			01-9560	July2019 Active	310,931.23	363,934.70
3005-150106	07/09/2019	O'REILLY AUTOMOTIVE INC	01-4360	June2019 Waxing Pads MGalev	38.91	
				June2019 Waxing Pads Transp	38.91	
			01-4363	June2019 Air Brake B72 MGalev	22.99	
				June2019 Brake Cable B82 GDavis	13.63	
				June2019 Valve B68 GDavis	27.22	
				June2019 Valve B71 GDavis	27.22	168.88
3005-150107	07/09/2019	SPORTSNET INC	01-5850	Coach Mgmt System SY19/20		1,550.00
3005-150108	07/09/2019	TEHAMA TIRE SERVICE	01-4364	June2019 6 Tires B84	1,624.14	
				June2019 Stock Bus Tires	2,661.26	
				June2019 Tire Disposal	49.85	
				May2019 Tires Van 21B	252.79	4,588.04
3005-150109	07/09/2019	US BANK CORPORATE PAYMENT SYSTEM	01-4300	June2019 Inside out Designs DRamos	272.90	
			01-5200	June2019 Conselor Conference April Silva	85.00	
				June2019 Lodging Hilton April Silva	234.95	
			11-4300	June2018 Plants Home Depot	58.35	651.20
3005-150110	07/09/2019	Decker, Julie L	01-5200	Reimb mileage 05/01-5/20/19		207.29
3005-150111	07/09/2019	CURRICULUM STUDY COMMISSION	01-5200	Conference and Registration/Asilomar SBurket		945.00
3005-150112	07/09/2019	H.B RESTORATION INC.	01-5640	OHS phase 2 painting		54,164.25
3005-150113	07/09/2019	H.B RESTORATION INC.	01-5640	paint lockers OHS		23,275.00

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ESCAPE

ONLINE

Checks Dated 07/09/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
Total Number of Checks				18	463,425.43	

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	17	453,316.37
11	AdultEducationFund	3	10,109.06
Total Number of Checks		18	463,425.43
Less Unpaid Sales Tax Liability			.00
Net (Check Amount)			463,425.43

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

Checks Dated 07/16/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-150728	07/16/2019	Frazier II, Thomas L	01-4361	Reimb Fuel District Van -Yuba/Auburn 6/18		30.03
3005-150729	07/16/2019	Sanders, Richard W	01-5200	Reimb Mileage Sac/Redding/Willows6/19		177.48
3005-150730	07/16/2019	Ann Cooper Petersen	01-5800	Apr2019 services- Erica Garman Mentorship	300.00	
				May2019 services- Erica Garman Mentorship	200.00	500.00
3005-150731	07/16/2019	ARC ALTERNATIVES	01-5800	June2019 Advisory Services Prop 39		487.50
3005-150732	07/16/2019	BUTTE COLLEGE WELDING FOUNDATION	01-8677	Corrected Mileage 5/10/19- Refund		148.03
3005-150733	07/16/2019	CLIMATE CONTROL INC	01-5620	Apr-June2019 Preventive Maintenance LP		6,217.00
3005-150734	07/16/2019	CONSOLIDATED ELECTRICAL DIST	01-4300	June2019 4Ft LED OHS	719.86	
				June2019 Services DO Unpaid Sales Tax	6.65-	713.21
3005-150735	07/16/2019	HOBBS PEST SOLUTIONS INC	01-5502	June2019 Services LPHS	50.00	
				June2019 Services OHS	150.00	
				June2019 Services PHS	150.00	
				June2019 Services Transp	95.00	
				June2019 Services OAE	75.00	
			11-5502	June2019 Services OAE	55.00	575.00
3005-150736	07/16/2019	ILLUMINATE EDUCATION INC.	01-5850	IOlluminate Education Renewal IO Assessment License		10,041.50
3005-150737	07/16/2019	LOAPUD	01-5503	Sewer Billing LPHS 04/01-06/30/19 # 3356-00	799.20	
				Sewer Billing LPHS 04/01-06/30/19 # 3357-00	5,294.70	6,093.90
3005-150738	07/16/2019	OUHSD SCHOLARSHIP FUND	73-5800	Reimb cks #1454-1463		7,350.00
3005-150739	07/16/2019	PG&E	01-5501	May2019 Billing DO # 6255577568-3		561.24
3005-150740	07/16/2019	Petty Cash Fund PHS-OUHSD c/o Timothy Drury	01-9130	Start up PHS Petty Cash Fund		100.00
3005-150741	07/16/2019	PITNEY BOWES INC	01-5900	Postage Refill Acct# 43810449		1,500.00
3005-150742	07/16/2019	PRACTI-CAL INC	01-5800	Medi-Cal Claims 06/28/19		8.68
3005-150743	07/16/2019	RAY MORGAN COMPANY	01-5602	IR400IF #QLA23086 Base 06-17-09-16/19	202.32	
				Ricoh #110329/110330 6/20-9/19/19	2,198.20	
			01-5603	IR400IF #QLA23086 Usage 03/17-6/16/19	399.63	
				Ricoh #110329/110330 Usage 3/20-6/19/19	1,566.41	4,366.56
3005-150744	07/16/2019	REFRIGERATION SUPPLIES DISTRIBUTOR	01-4300	HVAC for kitchen office LPHS	194.70	
			01-4400	HVAC for kitchen office LPHS	2,521.51	
				Shipping on PO19-00662	150.00	2,866.21

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ESCAPE

ONLINE

Page 1 of 2

Checks Dated 07/16/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
				Total Number of Checks	17	41,736.34

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	16	34,337.99
11	AdultEducationFund	1	55.00
73	FoundationPrivPurposeTrustFu	1	7,350.00
	Total Number of Checks	17	41,742.99
	Less Unpaid Sales Tax Liability		6.65
	Net (Check Amount)		41,736.34

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 Analyn Dyer (ADYER), Jul 18 2019 2:57PM

Checks Dated 07/18/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-151136	07/18/2019	ACCESS INFORMATION PROTECTED	01-5800	Annual Shredding	1,112.50	1,253.75
				Shredding Services add'l Po19-00602	141.25	
3005-151137	07/18/2019	ACCULARM DAN R LEDFORD	01-5620	Monitoring services Harrison 7/19-12/19	90.00	
				Monitoring Svcs Harrison 3/7-6/19	60.00	150.00
3005-151138	07/18/2019	BETTER DEAL EXCHANGE	01-4300	June2019 Supplies Bill OHS	66.17	
				June2019 Supplies Bret Harrison	54.03	
				June2019 Supplies Bret LP	39.22	
				June2019 Supplies Bret OHS	39.64	
				June2019 Supplies Dean LP	140.47	
				June2019 Supplies Jim LP	70.29	
				June2019 Supplies Johnny OHS	88.43	
				June2019 Supplies Russell Harrison	169.53	
				June2019 Supplies Russell LP	395.17	
				June2019 Supplies Russell OHS	44.82	
				June2019 Supplies Santos LP	96.96	
				June2019 Supplies Santos OHS	69.16	1,273.89
3005-151139	07/18/2019	BUSWEST	01-4363	June2019 Inner Seat Assembly Rick		586.06
3005-151140	07/18/2019	DANNIS WOLIVER KELLEY	01-5801	May2019 AG Investigation Student Discipline	1,485.00	
				May2019 Business Matters	90.00	
				May2019 Certificated Negotiations	3,525.00	
				May2019 Classified Dismissal	1,872.50	
				May2019 Classified Negotiations	2,500.00	
				May2019 Construction Issues	349.50	
				May2019 M.B. Services	503.50	
				May2019 OUHSD vs PERB & OSTA	17,562.50	
				May2019 Personnel Issues	728.00	
				May2019 Special Education	1,245.50	
				May2019 Student Issues	647.00	
				May2019 Z.R. Services	159.00	30,667.50
3005-151141	07/18/2019	OREILLY AUTOMOTIVE INC	01-4300	June2019 Edger Belt Maint	12.00	
				June2019 Riding Mower Battery	109.04	121.04
3005-151142	07/18/2019	SHERWIN WILLIAMS CO	01-4300	June2019 Paint LP Jim		279.71
3005-151143	07/18/2019	SORENSENS RANCH SCHOOL	01-5800	June2019- Education Day TMosby		3,000.00
3005-151144	07/18/2019	STATE OF CALIF DEPT OF JUSTICE	01-5804	Fingerprints 4 Teachers/1 Counselor	160.00	
			11-5804	Fingerprints 11 CNA's	352.00	512.00
3005-151145	07/18/2019	US BANK CORPORATE PAYMENT SYSTEM	01-4300	July2019 Battery for Bosh JIagrone	97.40	

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ESCAPE

ONLINE

Page 1 of 2

Checks Dated 07/18/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-151145	07/18/2019	US BANK CORPORATE PAYMENT SYSTEM	01-4300	July2019 WISC-V Response Booklet GHenderson	195.42	
				June2019 Airgas RDarrach	1,000.00	
			01-5300	July2019 AICPA Renewal SWatts	285.00	
				July2019 Amazon Prime Membership SWatts	128.82	1,706.64
3005-151146	07/18/2019	CDW GOVERNMENT INC	01-4300	1% additional Tax on PO19-00326	2.50	
				CDW Quote JLVF686- OHS- Cisco Catalyst	268.13	
			01-4400	1% additional Tax on PO19-00326	16.66	
				CDW Quote JLVF686- OHS- Cisco Catalyst	965.25	
			01-6400	1% additional Tax on PO19-00326	47.34	
				CDW Quote JLVF686- OHS- Cisco Catalyst	5,898.75	
			01-8699	CDW Quote JLVF686- OHS- Cisco Catalyst	1,918.41	5,280.22
3005-151147	07/18/2019	FOOD MAXX SAVE MART SUPERMARKETS	01-4300	June2019 supplies ATC	653.30	
				May2019 supplies ATC	99.08	
				May2019 supplies ILS LP	454.75	1,207.13
3005-151148	07/18/2019	OUHSD DEPOSIT ACCOUNT	01-4300	CHek Reorder start# 1221		26.00
3005-151149	07/18/2019	Comcast	11-5900	July2019 Billing OAE Chico		87.05
3005-151150	07/18/2019	OUHSD REVOLVING FUND	01-9130	Checks # 1071-1072		375.49
Total Number of Checks					15	46,526.48

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	14	46,087.43
11	AdultEducationFund	2	439.05
Total Number of Checks		15	46,526.48
Less Unpaid Sales Tax Liability			.00
Net (Check Amount)			46,526.48

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Checks Dated 07/23/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-151325	07/23/2019	Darrach, Richard C	01-4300	Reimb Grinder angle/Drill & Lowes supplies LP		986.82
3005-151326	07/23/2019	ACCULARM DAN R LEDFORD	01-5620	Monitoring Services LP 7/1-9/30/19	231.00	
			11-5620	Monitoring Services OAE 7/1-9/30/19	123.00	354.00
3005-151327	07/23/2019	ACSA FOUNDATION FOR EDUC ADMIN	01-5300	19/20 ACSA Dues for District		330.00
3005-151328	07/23/2019	CARPETS GALORE INC	01-5640	Flooring repalcement in S-wing Hallway	27,127.00	
				Flooring replacement in room 1015.	6,535.00	
				New flooring in kitchen OHS	19,888.00	
				Replace flooring in H2.	9,496.00	63,046.00
3005-151329	07/23/2019	Diverse Network Assn Inc CatapultK12	01-5800	EMS Annual Software Services SY19/20		3,972.01
3005-151330	07/23/2019	DAN'S ELECTRICAL SUPPLY	01-4300	July2019 supplies Jim Maint LP		7.37
3005-151331	07/23/2019	DAY WIRELESS SYSTEMS	01-5900	July2019 Communication System Transp		762.00
3005-151332	07/23/2019	K-GAS	01-4300	July2019 3.3 LPG JBradford LP		9.29
3005-151333	07/23/2019	MT SHASTA SPRING WATER CO INC	01-4300	July2019 4 x 5 Gal Water DO		33.20
3005-151334	07/23/2019	PG&E	01-5501	Billing 05/20-06/18/19 CDS # 7241342564-5	1,002.98	
				Billing 05/20-06/18/19 DO # 7241342564-5	1,149.74	
				Billing 05/20-06/18/19 Harrison # 7241342564-5	2,121.14	
				Billing 05/20-06/18/19 LP # 7241342564-5	22.33	
				Billing 05/20-06/18/19 OHS # 7241342564-5	6,458.74	
				Billing 05/20-06/18/19 PHS # 7241342564-5	2,231.74	
				Billing 05/20-06/18/19 Transp # 7241342564-5	1,006.11	
				June2019 Billing OHS #8353087371-6	915.31	
			11-5501	Billing 05/20-06/18/19 OAE # 7241342564-5	981.84	15,889.93
3005-151335	07/23/2019	SAN JOAQUIN OFFICE OF ED	01-5800	Edjoin Service fees SY19/20		450.00
3005-151336	07/23/2019	SPURR	01-5501	Billing 05/24-06/24/19	2,573.32	
			11-5501	Billing 05/24-06/24/19	37.15	2,610.47
3005-151337	07/23/2019	TOTAL SCHOOL SOLUTIONS	01-5800	Regional Programs Transfer Analysis		17,500.00
3005-151338	07/23/2019	AASA	01-5300	Corey- Membership Dues 19/20		460.00
3005-151339	07/23/2019	WILLIAM PATTERSON BETTER BUILT FENCE	01-6200	New fencing around Las Plumas field area		36,600.00
3005-151340	07/23/2019	BUTTE COLLEGE	01-8677	Re-issue ck#3005-150732 Corrected Mileage		148.03
3005-151341	07/23/2019	CA OCCUPATIONAL MEDICAL PROF	01-5804	June2019 Tox GBangar & ECorona		155.00

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ESCAPE

ONLINE

Page 1 of 3

Checks Dated 07/23/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-151342	07/23/2019	CALIF WATER SERVICE COMPANY	01-5505	June2019 Billing OHS # 9931655860	49.60	
			11-5505	June2019 Billing OAE # 8767360151	329.62	379.22
3005-151343	07/23/2019	CENTURY LINK	01-5900	June2019 Billing #87101630		.56
3005-151344	07/23/2019	CITY OF OROVILLE	01-5800	Resource Officer 04/01-06/30/19 OHS		21,875.00
3005-151345	07/23/2019	CLIMATE CONTROL INC	01-5620	June2019 Preventive Maint CDS	440.00	
				June2019 Preventive Maint Transp	780.25	1,220.25
3005-151346	07/23/2019	HOME DEPOT	01-4300	June2019 supplies Bret DO	146.07	
				June2019 supplies Bret Harrison	23.99	
				June2019 supplies Bret OHS	254.70	
				June2019 supplies Russell LP	101.22	
				June2019 supplies Santos LP	94.03	
				June2019 supplies Santos OHS	10.79	
				May2019 supplies Bill OHS	40.55	
				May2019 supplies Bret Harrison	41.83	
				May2019 supplies Bret LP	76.69	
				May2019 supplies Bret OHS	50.68	
				May2019 supplies Bret PHS	64.29	
				May2019 supplies Dean LP	432.91	
				May2019 supplies Russell LP	77.75	
				May2019 supplies Russell OHS	1,199.79	
				May2019 supplies Santos Harrison	123.04	
				May2019 supplies Santos LP	224.62	
				May2019 supplies Santos OHS	75.40	3,038.35
3005-151347	07/23/2019	HOUSERS MUSIC BRETT JOHNSON	01-5620	Flute repair SN# 12110004	45.00	
				Flute repair SN# 13080025	45.00	
				Flute repair SN# 1503005	20.00	
				Flute repair SN# 687355	50.00	160.00
3005-151348	07/23/2019	RECOLOGY BUTTE COLUSA COUNTIES	01-5506	Apr2019 OHS # 020007641	2,526.49	
				Credit OHS # 020007641	5,080.32-	
				Dec2018 OHS # 020007641	2,669.75	
				Feb2019 OHS # 020007641	2,526.49	
				Jan2019 OHS # 020007641	2,526.49	
				June2019 PHS# 020173831	366.42	
				June2019 15Yd Debris Box LPHS # A0020002873	363.43	
				June2019 Harrison Stad# 020168708	289.45	
				June2019 LPHS # 021396977	2,201.88	
				June2019 OHS # 020007641	2,363.39	

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ESCAPE

ONLINE

Page 2 of 3

Checks Dated 07/23/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-151348	07/23/2019	RECOLOGY BUTTE COLUSA COUNTIES	01-5506	June2019 Trans #020008658	231.74	
				Mar2019 OHS # 020007641	2,526.49	
				May2019 OHS # 020007641	4,031.35	
				Nov2018 OHS # 020007641	2,526.49	
				Oct2018 OHS # 020007641	2,526.49	
				Sept2018 OHS # 020007641	2,526.49	
			11-5506	June2019 OAE #021126259	190.35	25,312.87
				Total Number of Checks	24	195,300.37

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	24	193,638.41
11	AdultEducationFund	5	1,661.96
	Total Number of Checks	24	195,300.37
	Less Unpaid Sales Tax Liability		.00
	Net (Check Amount)		195,300.37

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Checks Dated 07/25/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-151591	07/25/2019	AMAZONCOM LLC	01-4363	June2019 2pcs Microlimit Switch Rick	19.46	
				Unpaid Sales Tax	1.48-	17.98
3005-151592	07/25/2019	WILLIAM PATTERSON BETTER BUILT FENCE	01-5640	July2019 services OHS		100.00
3005-151593	07/25/2019	BUSWEST	01-4363	June2019 Air Spring Transp		548.99
3005-151594	07/25/2019	CALIF WATER SERVICE COMPANY	01-5505	Billing 5/10-6/11/19 DW Acct# 0556577777		6,610.49
3005-151595	07/25/2019	CLIMATE CONTROL INC	01-6400	2 Refrigeration Units labor installation RSD		6,614.31
3005-151596	07/25/2019	EARTHGRAINS BAKING CO	13-4700	Mar2019 Purchases FS LP		348.77
3005-151597	07/25/2019	HILLYARD INC.	01-4300	June2019 Credit Invoice 603414532 OHS	16.11-	
				June2019 Credit Invoice 603414532 LP	16.11-	
				June2019 Credit Invoice LP	262.88-	
				June2019 Credit Invoice OHS	262.87-	
				June2019 Credit Invoice PHS	262.87-	
				June2019 Supplies LP	2,350.57	
				June2019 Supplies OHS	2,350.58	
				June2019 Towel/Tissue LP	4,061.78	
				June2019 Towel/Tissue OHS	4,099.36	
				June2019 Towel/Tissue PHS	252.07	
			01-5620	June2019 Windsor saber Cutter services LP	217.51	12,511.03
3005-151598	07/25/2019	O'REILLY AUTOMOTIVE INC	01-4360	June2019 Microfiber Pads /Cleaner Wax Transp		566.95
				Gal Mix		32.62
3005-151599	07/25/2019	OROVILLE POWER EQUIPMENT	01-4300	July2019 Chain Saw Maint		83.09
3005-151600	07/25/2019	OROVILLE POWER EQUIPMENT	01-4300	Online Student Reg Renewal SY19/20		12,336.80
3005-151601	07/25/2019	POWERSCHOOL GROUP LLC	01-5850	June2019 Proj #19209 Gym HVAC OHS		472.50
3005-151602	07/25/2019	Semington Architects Inc	01-5800	July2019 10pcs Abus locks Bill LP		346.40
3005-151603	07/25/2019	SHARP LOCKSMITHING GARAGE DOOR	01-4300	June2019 ESY Billing Services		3,964.81
3005-151604	07/25/2019	SPECIALIZED EDUCATION SERVICES	01-5800	July2019 Tree Removal OHS		2,000.00
3005-151605	07/25/2019	Tree Of Life Tree Service	01-5800	July2019 Amazon RSanders	362.22	
3005-151606	07/25/2019	US BANK CORPORATE PAYMENT SYSTEM	01-4360	July2019 Costco RSanders	76.08	
				July2019 Costco RSanders	251.49	
			01-4362	July2019 Amazon RSanders	19.80	
			01-4363	July2019 Chuck Patterson RSanders	13.90	
			01-5200	July2019 CA Assoc Trans Reg for Mihai & Glen	298.00	
				July2019 CCAC Registration for Chello	349.49	
				July2019 Hilton Hotel Sacramento CMetcalfe	171.06	
				July2019 Omni Hotel San Antonio CDunn	585.12	

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ESCAPE

ONLINE

Page 1 of 2

Checks Dated 07/25/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-151606	07/25/2019	US BANK CORPORATE PAYMENT SYSTEM	01-5640	July2019 Pro Labs services Jim LP	80.00	
				July2019Amazon Dual Cone Speaker Jim OHS	182.83	2,389.99
3005-151607	07/25/2019	VALERO MARKETING AND SUPPLY	01-4361	Fed Motor credit	17.66-	
				June Fuel Mt Shasta	89.64	
				June Fuel Oroville	111.11	
				June Fuel Roseburg OR	79.94	
				June2019 Fuel Ashland OR	52.54	315.57
				Total Number of Checks	17	49,260.30

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	16	48,913.01
13	CafeteriaSpecialRevenueFund	1	348.77
	Total Number of Checks	17	49,261.78
	Less Unpaid Sales Tax Liability		1.48
	Net (Check Amount)		49,260.30

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

Checks Dated 07/30/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-151875	07/30/2019	CALIF WATER SERVICE COMPANY	01-5505	Harrison 6/12-7/11/19 Acct# 0556577777	297.78	
				OHS 6/7-7/5/19 Acct# 0556577777	2,292.27	2,590.05
3005-151876	07/30/2019	CITY OF OROVILLE	01-5800	RO -OHS Graduation 6/6/19	801.89	
				RO- PHS Graduation 6/5/19	613.21	1,415.10
3005-151877	07/30/2019	Condensed Curriculum International, Inc.	11-5800	CCI Med Billing/Coding Kim Madden		1,329.30
3005-151878	07/30/2019	ENLOE MEDICAL CENTER	01-5804	Testing Elsenberg LP Teacher 6/04		59.00
3005-151879	07/30/2019	GURU PRESSURE WASHING	01-5640	July2018 Services OHS Kitchen Floor		275.00
3005-151880	07/30/2019	Gridley Unified School Dist	01-7141	Bill Back Speech Services Contract 18/19		37.00
3005-151881	07/30/2019	H.B RESTORATION INC.	01-5640	Painting of 1000 lockers in hallways- OHS-5% Retention		1,225.00
3005-151882	07/30/2019	LATITUDES	01-4300	July2019 Aluminum signs OHS		481.80
3005-151883	07/30/2019	MCKINLEY ELEVATOR CORPORATION	01-5620	July2019 Job# 728842 OHS	300.00	
				July2019 Job# 7288643 LPHS	600.00	900.00
3005-151884	07/30/2019	PRACTI-CAL INC	01-5800	Medi-Cal Claims 7/18/19		288.56
3005-151885	07/30/2019	San Mateo Foster City School District	13-5300	Super Co-Op Membership SY 19/20		153.33
3005-151886	07/30/2019	THERMALITO WATER & SEWER DIST	01-5505	July2019 Billing CDS #6.206.01	243.96	
				July2019 Billing PHS #6.173.01	228.36	472.32
3005-151887	07/30/2019	Turf Star Inc.	01-4300	Atomic Blade Kit Dean	241.12	
				Atomic Blade Kit, Bold Blade Dean	144.70	
				T-Bar, Nut-Jam Dean	20.69	
				Unpaid Sales Tax	1.89-	404.62
3005-151888	07/30/2019	ACCREDITING COMMISSION	01-5300	Membership Dues 19/20 LPHS	1,070.00	
				Membership Dues 19/20 OHS	1,070.00	
				Membership Dues 19/20 PHS	1,070.00	
				WASC Membership 19-20 SY/Inv. 1202412	1,070.00	4,280.00
3005-151889	07/30/2019	COMCAST	11-5300	July2019 Billing OAE Chico# 933675892	1,722.55	
			11-5900	July2019 Erate Comcast	163.99-	1,558.56
3005-151890	07/30/2019	EDUCATIONAL TESTING SERVICE	11-5800	June2019 7 State Fee/48 test fee PBT OAE		860.00
3005-151891	07/30/2019	H.B RESTORATION INC.	01-5640	5% Retention -Services OHS PO19-00653	2,850.75	
				5% Retention PO19-00653 OHS	2,850.75	5,701.50
3005-151892	07/30/2019	RECOLOGY BUTTE COLUSA COUNTIES	01-5506	June2019 Services OHS		257.81
3005-151893	07/30/2019	BUTTE CO PUBLIC HEALTH	13-5800	Annual Food Permit 19/20 PHS	555.00	
				Annual Food Permit 19/20 CDS	333.00	
				Annual Food Permit 19/20 LPHS	555.00	
				Annual Food Permit 19/20 OHS	555.00	
				Annual Food Permit 19/20 OHS Jazz Cafe	444.00	2,442.00
3005-151894	07/30/2019	COX GLASS	01-5620	July2019 Services Bus 78		75.00

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ESCAPE ONLINE
Page 1 of 2

Checks Dated 07/30/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-151895	07/30/2019	INNOVATIVE MECHANICAL SOLUTION CUSTOM SHEET METAL	01-5640	July2019 Services OHS Kitchen		5,421.75
3005-151896	07/30/2019	REFRIGERATION SUPPLIES DISTRIBUTOR	01-4300	July2019 Supplies LP Jim		439.73
3005-151897	07/30/2019	THE COLLEGE BOARD	01-4100	Springboard TE's		933.55
3005-151898	07/30/2019	TIM'S DOOR SHOP	01-4300	July2019 Supplies BHarles LP	281.93	
				Unpaid Sales Tax	2.60-	
3005-151899	07/30/2019	US BANK CORPORATE PAYMENT SYSTEM	01-4300	July2019 Home Depot Cristi OHS	193.01	
				July2019 Inside Out Designs Cristi OHS	252.17	
			01-5200	July2019 Counselor Conference ASilva 7/18/19	95.00	
				July2019 Larkspur Sac Lodging MNaiman 7/15-7/18	454.20	994.38
3005-151900	07/30/2019	VOLTAGE SPECIALISTS WILLIAM L BUNCH JR	01-5640	July2019 Job# 19-105 LPHS		300.00
Total Number of Checks					26	33,174.69

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	21	25,765.99
11	AdultEducationFund	4	4,817.86
13	CafeteriaSpecialRevenueFund	2	2,595.33
Total Number of Checks		26	33,179.18
Less Unpaid Sales Tax Liability			4.49
Net (Check Amount)			33,174.69

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

Checks Dated 08/01/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-152084	08/01/2019	AMAZONCOM LLC	01-4300	Credit - return G2 Retractable Pens G2 Retractable Pens Pens/Tissue/Toner/Staples Pitney Bowes Red Postage Meter Ink Pitney Bowes Replacement Pad Unpaid Sales Tax	12.98- 13.13 122.14 231.53 27.01 19.71-	
3005-152085	08/01/2019	BROWERS TOW SERVICE INC	01-5620	Bus 59 services transp		361.12
3005-152086	08/01/2019	Capital One Public Funding	01-7438	Loan# 100360110 Debt Interest 07/26/18-07/26/19	15,073.00	400.00
			01-7439	Loan# 100360110 Debt Principal 07/26/18-07/26/19	8,856.00	
			11-7438	Loan# 100360110 Debt Interest 07/26/18-07/26/19	34,076.00	
			11-7439	Loan# 100360110 Debt Principal 07/26/18-07/26/19	50,764.00	108,769.00
3005-152087	08/01/2019	CARPETS GALORE INC	01-5640	Flooring replacement in E-wing- E4 Flooring replacement in E-wing.- E3 Flooring replacement in E-wing.-E5 Flooring replacement in Superintendents office	6,457.00 6,457.00 6,457.00 8,460.00	27,831.00
3005-152088	08/01/2019	CLIMATE CONTROL INC	01-5640	HVAC for kitchen serving area OHS July2019 Job# 31714 Walk in Freezer LP	9,650.00 231.50	9,881.50
3005-152089	08/01/2019	GRAINGER INC	01-4300	Credit Inv# 9938311462 OHS July2019 7pcs CA Flag & 8 pcs US Flag July2019 First aid kit Jim OHS July2019 Handset telephone Jim LP July2019 HVC Motor Jim OHS July2019 Mini Jack Jim OHS July2019 Traffic sign Jim OHS	2.39- 667.98 143.08 319.42 104.32 135.27 21.84	1,389.52
3005-152090	08/01/2019	H.B RESTORATION INC.	01-5640	Re-issue ck#3005-151891 OHS Services	2,850.75	
3005-152091	08/01/2019	ILLUMINATE EDUCATION INC.	01-5850	Access to KDS - IO Assessment PO20-00042	8,456.00	
3005-152092	08/01/2019	OROVILLE ADULT ED REVOLVING	11-5800 11-8671	July2019 service fee Reimb cks 1235-1239 CNA Refund	10.00 2,698.00	2,708.00
3005-152093	08/01/2019	SEVEN UP BOTTLING COMPANY OF CHICO INC	11-5601	Aug2019 Lease Rental OAE Chico	4,500.00	
Total Number of Checks					10	167,146.89

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

Checks Dated 08/01/2019

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		8		75,118.60	
11	AdultEducationFund		3		92,048.00	
	Total Number of Checks		10		167,166.60	
	Less Unpaid Sales Tax Liability				19.71	
	Net (Check Amount)				167,146.89	

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 Analyn Dyer (ADYER), Aug 5 2019 11:21AM

Fund 01 - General Fund Fiscal Year 2019/20 Through August 2019

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
Revenue Detail						
LCFF Revenue Sources						
8011	LCFF State Aid-Current Year	15,820,595.00	15,820,595.00		15,820,595.00	
8012	Edu Protection Account St Aid Cur Yr	3,349,964.00	3,349,964.00		3,349,964.00	
8021	Homeowners' Exemptions	107,488.00	107,488.00		107,488.00	
8022	Timber Yield Tax	57,254.00	57,254.00		57,254.00	
8029	Othr Subventions In-Lieu Taxes	2,076.00	2,076.00		2,076.00	
8041	Secured Roll Taxes	6,424,698.00	6,424,698.00		6,424,698.00	
8042	Unsecured Roll Taxes	362,080.00	362,080.00		362,080.00	
8043	Prior Years Taxes	14,529.00	14,529.00		14,529.00	
8044	Supplemental Taxes	99,781.00	99,781.00		99,781.00	
8045	Educatn Revenue Augmentation Fund	1,219,904.00	1,219,904.00		1,219,904.00	
8047	Community Redevelopment Funds	1,046,392.00	1,046,392.00		1,046,392.00	
8096	Tms2 Chtr Sch In Lieu Of Prop Taxes	257,398.00	257,398.00		257,398.00	
	Total LCFF Revenue Sources	25,807,555.00	25,807,555.00	.00	25,807,555.00	
Federal Revenue						
8181	Special Education-Entitlement	248,673.00	248,673.00		248,673.00	
8290	All Other Federal Revenue	1,141,911.00	1,154,614.00		1,154,614.00	
	Total Federal Revenue	1,390,584.00	1,403,287.00	.00	1,403,287.00	
Other State Revenues						
8311	Other State Apportionments Curr Yr	733,494.00	733,494.00		733,494.00	
8550	Mandated Cost Reimbursements	125,000.00	125,000.00		125,000.00	
8560	State Lottery Revenue	431,000.00	431,000.00		431,000.00	
8590	All Other State Revenue	1,145,072.00	1,148,531.00		1,148,531.00	
	Total Other State Revenues	2,434,566.00	2,438,025.00	.00	2,438,025.00	
Other Local Revenue						
8650	Leases and Rentals	9,000.00	9,000.00	150.00	8,850.00	1.67
8660	Interest	92,000.00	92,000.00		92,000.00	
8677	Interagency Svcs Between LEAs	611,137.00	611,137.00		611,137.00	
8699	All Other Local Revenue	86,280.00	86,280.00	1,753.49	84,526.51	2.03
8792	Trnsfr Apportionment Frm Cnty Offcs	179,225.00	179,225.00		179,225.00	
	Total Other Local Revenue	977,642.00	977,642.00	1,903.49	975,738.51	0.19
	Total Year To Date Revenues	30,610,347.00	30,626,509.00	1,903.49	30,624,605.51	0.01
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)

ESCAPE

ONLINE

Page 1 of 26

Fund 01 - General Fund Fiscal Year 2019/20 Through August 2019

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail							
Certificated Salaries							
1100	Certificated Teachers Salaries	7,491,749.00	7,491,749.00	7,346,124.06	2,929.50	142,695.44	0.04
1101	Teacher Sub Pay	240,784.00	242,046.00	4,619.01		237,426.99	
1102	Teacher Extra Pay	155,455.00	155,455.00		4,668.52	150,786.48	3.00
1200	Certificated Pupil Support Salaries	859,611.00	859,611.00	764,642.68	12,600.48	82,367.84	1.47
1202	Pupil Support Extra Pay	16,696.00	16,696.00			16,696.00	
1300	Certificated Supervisor Administrative Salary	1,099,313.00	1,099,313.00	1,035,844.79	80,967.63	17,499.42	7.37
1302	Certificated Admin Extra Pay	41,113.00	41,113.00			41,113.00	
1900	Other Certificated Salaries	54,938.00	54,938.00	54,938.07		.07	
1902	Other Certificated Extra Pay	251,050.00	251,050.00			251,050.00	
Total Certificated Salaries		10,210,709.00	10,211,971.00	9,206,168.61	101,166.13	904,636.26	0.99
Classified Salaries							
2100	Classified Instructional Salary	761,672.00	761,672.00	683,816.63	1,826.56	76,028.81	0.24
2101	Paraprofessional Sub Pay	34,500.00	34,500.00		273.24	34,226.76	0.79
2102	Paraprofessional Extra Pay	62,000.00	62,000.00		4,292.84	57,707.16	6.92
2200	Classified Support Salaries	1,702,438.00	1,702,438.00	1,554,073.83	93,778.49	54,585.68	5.51
2201	Class Support Sub Pay	128,000.00	128,000.00		10,065.55	117,934.45	7.86
2202	Class Support Extra Pay	79,099.00	79,099.00		3,845.80	75,253.20	4.86
2300	Class Supervisor Administrative Salary	303,154.00	303,154.00	277,891.24	25,262.84	.08	8.33
2400	Clerical Technical Office Staff Salary	1,302,482.00	1,302,482.00	1,123,066.89	62,529.50	116,885.61	4.80
2401	Clerical Sub Pay	5,000.00	5,000.00		401.76	4,598.24	8.04
2402	Clerical Extra Pay	14,963.00	14,963.00		244.56	14,718.44	1.63
2900	Other Classified Salaries	41,459.00	41,459.00	41,283.77	175.00	.23	0.42
2901	Other Classified Sub Pay				1,321.11	1,321.11	NO BDGT
Total Classified Salaries		4,434,767.00	4,434,767.00	3,680,132.36	204,017.25	550,617.39	4.60
Employee Benefits							
3101	STRS Certificated Positions	2,626,626.00	2,627,388.00	1,563,670.02	16,854.11	1,046,863.87	0.64
3102	STRS Classified Positions	10,211.00	10,211.00	11,032.23	56.73	877.96	0.56
3202	PERS Classified Positions	848,329.00	848,329.00	692,722.77	37,414.92	118,191.31	4.41
3301	OASDI Medicare Alternative Certificated Positions	905.00	905.00		71.46	833.54	7.90
3302	OASDI Medicare Alternative Classified Positions	259,706.00	259,706.00	212,919.02	12,460.14	34,326.84	4.80
3311	Medicare Certificated	144,498.00	144,427.00	129,956.79	1,443.15	13,027.06	1.00
3312	Medicare Classified	61,880.00	61,880.00	51,024.72	2,924.69	7,930.59	4.73
3401	Health Welfare Benefits Certificated Positions	2,597,360.00	2,597,360.00	2,297,964.77	12,766.23	286,629.00	0.49
3402	Health Welfare Benefits Classified Positions	1,152,345.00	1,140,345.00	1,066,979.84	42,603.07	30,762.09	3.74
3501	State Unemployment Insurance Certificated Positions	10,756.00	10,754.00	4,549.75	49.79	6,154.46	0.46

Selection:

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

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

ESCAPE

ONLINE

Page 2 of 26

Fund 01 - General Fund Fiscal Year 2019/20 Through August 2019

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail (continued)							
Employee Benefits (continued)							
3502	StUnemplmntInsurncClassifdPos	2,133.00	2,133.00	1,761.48	100.97	270.55	4.73
3601	WCInsuranceCertificatdPositns	251,609.00	251,488.00	220,772.91	2,426.08	28,289.01	0.96
3602	WCCompenstnInsurncClassPositn	109,303.00	109,303.00	88,253.27	4,988.00	16,061.73	4.56
3701	OPEBAlocatedCertificatdPositn	457,622.00	457,393.00	403,590.79	4,572.73	49,229.48	1.00
3702	OPEBAlocatedClassifiedPositn	200,451.00	200,451.00	166,342.08	9,401.52	24,707.40	4.69
	Total Employee Benefits	8,733,734.00	8,722,073.00	6,911,540.44	148,133.59	1,662,398.97	1.70
Books and Supplies							
4100	ApprvdTxbookCorCurriculaMterl	267,000.00	267,000.00	82,323.65	933.55	183,742.80	0.35
4200	BooksandOtherReferenceMaterial			32.80	453.50	486.30-	NO BDGT
4300	MaterialsandSupplies	728,424.00	799,152.00	330,101.57	4,217.16	464,833.27	0.53
4360	TransportationGenSupplies	24,000.00	24,000.00	295.80	438.30	23,265.90	1.83
4361	TransportationFuel	105,000.00	105,000.00			105,000.00	
4362	TransportationOilGrease	8,000.00	8,000.00		251.49	7,748.51	3.14
4363	TransportationParts	59,000.00	59,000.00		33.70	58,966.30	0.06
4364	TransportationTires	15,000.00	15,000.00			15,000.00	
4400	NoncapitalizedEquipment	2,590.00	30,590.00	110,381.27		79,791.27-	
	Total Books and Supplies	1,209,014.00	1,307,742.00	523,135.09	6,327.70	778,279.21	0.48
Services and Other Operating Expenditures							
5200	TravelandConferences	138,894.00	139,651.00	4,862.67	9,078.33	125,710.00	6.50
5300	DuesandMemberships	29,100.00	29,100.00	10,021.01	15,544.82	3,534.17	53.42
5450	OtherInsurance	381,227.00	381,227.00		379,610.00	1,617.00	99.58
5501	GasElectricity	414,909.00	414,909.00			414,909.00	
5502	PestControl	6,400.00	6,400.00	3,870.00		2,530.00	
5503	SewerFees	61,000.00	61,000.00			61,000.00	
5505	Water	64,000.00	64,000.00	57,427.14	9,672.86	3,100.00-	15.11
5506	WasteDisposal	47,200.00	47,200.00			47,200.00	
5601	FacilitiesRent	6,000.00	6,000.00			6,000.00	
5602	CopierPostageMeterRents	43,300.00	43,300.00	4,490.00		38,810.00	
5603	CopierMaintenance	35,505.00	35,505.00			35,505.00	
5620	EquipmentRentalsAndRepairs	99,348.00	96,500.00	7,765.78	1,296.00	87,438.22	1.34
5630	ComputerMaintenanceRepairs	36,600.00	36,600.00			36,600.00	
5640	BuildingAndSiteRepairs	221,000.00	221,000.00	52,960.88	131,618.08	36,421.04	59.56
5750	TransfersDirectCostsInterfund	20,308.00-	20,308.00-			20,308.00-	
5800	ProfConsultngSrvcsandOperExpend	887,860.00	901,298.00	288,990.00	14,235.57	598,072.43	1.58
5801	LegalFees	85,000.00	85,000.00			85,000.00	

Selection

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

ESCAPE

ONLINE

Page 3 of 26

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Financial Statement

Fund 01 - General Fund Fiscal Year 2019/20 Through August 2019

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail (continued)							
Services and Other Operating Expenditures (continued)							
5804	PreEmploymentTesting	10,000.00	10,000.00			10,000.00	
5806	Advertising	26,000.00	26,000.00	2,300.00	575.00	23,125.00	2.21
5850	SoftwareMaintenanceAndLicences	176,300.00	176,300.00	14,437.76	57,094.22	104,768.02	32.38
5900	Communications	32,000.00	32,000.00	9,402.00	2,262.00	20,336.00	7.07
	Total Services and Other Operating Expenditures	2,781,335.00	2,792,682.00	456,527.24	620,986.88	1,715,167.88	22.24
Capital Outlay							
6400	Equipment	10,000.00	42,000.00	70,829.36		28,829.36-	
	Total Capital Outlay	10,000.00	42,000.00	70,829.36	.00	28,829.36-	
Tuition							
7141	OtTutExsCstDfctPmt2DisChtrrSch	18,000.00	18,000.00			18,000.00	
7142	OthualthExcsCstsDfctPy2CntyOff	1,205,199.00	1,205,199.00			1,205,199.00	
	Total Tuition	1,223,199.00	1,223,199.00	.00	.00	1,223,199.00	
Transfers of Indirect/direct support costs							
7310	TransfersofIndirectCosts		1,148.00			1,148.00	
7350	TransIndirectCostsInterfund	102,171.00-	102,171.00-			102,171.00-	
	Total Transfers of Indirect/direct support costs	102,171.00-	101,023.00-	.00	.00	101,023.00-	
Debt Service							
7438	DebtService-Interest	15,073.00	15,073.00		15,073.00		100.00
7439	OtherDebtService-Principal	303,594.00	303,594.00		8,856.00	294,738.00	2.92
	Total Debt Service	318,667.00	318,667.00	.00	23,929.00	294,738.00	7.51
	Total Year To Date Expenditures	28,819,254.00	28,952,078.00	20,848,333.10	1,104,560.55	6,999,184.35	3.82

Object	Description	Adopted Budget	Revised Budget	Actual	Balance	% Used
Other Financing Sources						
8919	OthrAuthorizdIntrFundTrnsfrsIn	13,000.00	13,000.00		13,000.00	
	Total Other Financing Sources	13,000.00	13,000.00	.00	13,000.00	
	Total Year To Date Other Financing Sources	13,000.00	13,000.00	.00	13,000.00	

Object	Description	Adopted Budget	Revised Budget	Actual	Balance	% Used
Other Financing Uses						
Interfund Transfers Out						

Financial Statement

Fiscal13a

Fund 01 - General Fund		Fiscal Year 2019/20 Through August 2019				
Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance Used %
Other Financing Uses (continued)						
Interfund Transfers Out (continued)						
7616	From Gen Fund To Cate Fund	156,144.00	156,144.00			156,144.00
	Total Interfund Transfers Out	156,144.00	156,144.00	.00	.00	156,144.00
	Total Year To Date Other Financing Uses	156,144.00	156,144.00	.00	.00	156,144.00

Financial Statement

Fiscal13a

Fund 01 - GeneralFund Fiscal Year 2019/20 Through August 2019

Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
Revenues, Expenditures, and Changes in Fund Balance						
A. Revenues	30,610,347.00	30,626,509.00		1,903.49	30,624,605.51	0.01
B. Expenditures	28,819,254.00	28,952,078.00	20,848,333.10	1,104,560.55	6,999,184.35	3.82
C. Subtotal (Revenue LESS Expense)	1,791,093.00	1,674,431.00		1,102,657.06-	23,625,421.16	
D. Other Financing Sources and Uses	13,000.00	13,000.00			13,000.00	
LESS Uses	156,144.00	156,144.00			156,144.00	
E. Net Change in Fund Balance	1,647,949.00	1,531,287.00		1,102,657.06-	23,482,277.16	
F. Fund Balance:						
Beginning Balance (9791)	4,914,011.00	4,914,011.00				
Audit Adjustments (9793)						
Other Restatements (9795)						
Adjusted Beginning Balance	4,914,011.00	4,914,011.00		.00		
G. Calculated Ending Balance	6,561,960.00	6,445,298.00		1,102,657.06-		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)	6,561,960.00	6,445,298.00		20,848,333.10		
Other						

Fiscal13a

Financial Statement

Fund 11 - Adult Education Fund

Fiscal Year 2019/20 Through August 2019

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
Revenue Detail						
Federal Revenue						
8290	All Other Federal Revenue	87,101.00	87,101.00		87,101.00	
	Total Federal Revenue	87,101.00	87,101.00	.00	87,101.00	
Other Local Revenue						
8660	Interest	13,419.00	13,419.00		13,419.00	
8671	Adult Education Fees	205,851.00	205,851.00	2,698.00-	208,549.00	-1.31
8677	Interagency Svcs Between LEAs	1,161,598.00	1,161,598.00		1,161,598.00	
8699	All Other Local Revenue	45,862.00	45,862.00	163.99	45,698.01	0.36
	Total Other Local Revenue	1,426,730.00	1,426,730.00	2,534.01-	1,429,264.01	-0.18
	Total Year To Date Revenues	1,513,831.00	1,513,831.00	2,534.01-	1,516,365.01	-0.17

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail							
Certificated Salaries							
1100	Certificated Teachers Salaries	413,362.00	413,362.00		1,771.44	411,590.56	0.43
1300	Certificated Supervisor Adminstrtr Slry	62,143.00	62,143.00	56,946.56	5,196.40	.04	8.36
	Total Certificated Salaries	475,505.00	475,505.00	56,946.56	6,967.84	411,590.60	1.47
Classified Salaries							
2100	Classified Instructional Salary	42,960.00	42,960.00	42,959.68		.32	
2200	Classified Support Salaries	29,390.00	29,390.00	26,938.13	2,347.29	104.58	7.99
2201	Class Support Sub Pay				1,007.36	1,007.36-	NO BDGT
2400	Clerical Technical Office Staff Slrys	169,267.00	169,267.00	158,697.55	10,569.60	.15-	6.24
2900	Other Classified Salaries	19,915.00	19,915.00			19,915.00	
	Total Classified Salaries	261,532.00	261,532.00	228,595.36	13,924.25	19,012.39	5.32
Employee Benefits							
3101	STRS Certificated Positions	81,206.00	81,206.00	9,645.35	1,179.77	70,380.88	1.45
3102	STRS Classified Positions	3,405.00	3,405.00			3,405.00	
3202	PERS Classified Positions	49,817.00	49,817.00	44,819.83	2,604.87	2,392.30	5.23
3302	OASDI Medicare Altmtv Clas Position	15,480.00	15,480.00	13,470.09	830.63	1,179.28	5.37
3311	Medicare Certificated	6,895.00	6,895.00	825.68	99.71	5,969.61	1.45
3312	Medicare Classified	3,621.00	3,621.00	3,150.30	194.23	276.47	5.36
3401	Health Welfare Benefits Certificat Positn	148,954.00	148,954.00	160,205.75	393.36	11,645.11-	0.26
3402	Health Welfare Benefit Clasifid Positn	76,163.00	76,163.00	72,467.95	3,695.06	.01-	4.85
3501	St Unemplmnt Insnrmc Cert Positns	237.00	237.00	28.40	3.43	205.17	1.45

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

ESCAPE ONLINE

Page 7 of 26

Fund 11 - Adult Education Fund			Fiscal Year 2019/20 Through August 2019				
Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail (continued)							
Employee Benefits (continued)							
3502	SIUnemplmntInsumcClassifdPos	124.00	124.00	108.69	6.71	8.60	5.41
3601	WCInsuranceCertifcatdPositns	11,721.00	11,721.00	1,365.67	167.09	10,188.24	1.43
3602	WCCompensnInsumcClassPositn	6,447.00	6,447.00	5,481.90	333.91	631.19	5.18
3701	OPEBAlocatedCertifcatdPositn	21,492.00	21,492.00	2,573.85	314.94	18,603.21	1.47
3702	OPEBAlocatedClassifiedPositn	11,821.00	11,821.00	10,332.59	629.33	859.08	5.32
	Total Employee Benefits	437,383.00	437,383.00	324,476.05	10,453.04	102,453.91	2.39
Books and Supplies							
4300	MaterialsandSupplies	20,000.00	20,000.00	2,594.71		17,405.29	
4400	NoncapitalizedEquipment	9,000.00	9,000.00			9,000.00	
	Total Books and Supplies	29,000.00	29,000.00	2,594.71	.00	26,405.29	
Services and Other Operating Expenditures							
5200	TravelandConferences	5,000.00	5,000.00		115.00	4,885.00	2.30
5300	DuesandMemberships	2,000.00	2,000.00	552.36	1,070.00	377.64	53.50
5501	GasElectricity	23,935.00	23,935.00			23,935.00	
5502	PestControl			660.00		660.00-	NO BDGT
5505	Water			3,500.00		3,500.00-	NO BDGT
5601	FacilitiesRent	54,000.00	54,000.00	45,000.00	9,000.00		
5602	CopierPostageMeterRents	1,000.00	1,000.00	260.00		740.00	
5603	CopierMaintenance	3,000.00	3,000.00			3,000.00	
5620	EquipmentRentalsAndRepairs				123.00	123.00-	NO BDGT
5640	BuildingAndSiteRepairs	3,500.00	3,500.00	6,535.00		3,035.00-	
5750	TransfersDirectCostsInterfund	18,308.00	18,308.00			18,308.00	
5800	ProfConsultngSrvcsandOperExpnd	67,000.00	67,000.00		1,339.30	65,660.70	2.00
5804	PreEmploymentTesting	9,500.00	9,500.00			9,500.00	
5806	Advertising	40,000.00	40,000.00			40,000.00	
5850	SoftwareMaintenanceAndLicences	14,625.00	14,625.00	4,200.00	10,461.24	36.24-	71.53
5900	Communications	10,000.00	10,000.00	41,133.85	1,809.60	32,943.45-	18.10
	Total Services and Other Operating Expenditures	251,868.00	251,868.00	101,841.21	23,918.14	126,108.65	9.50
Capital Outlay							
6100	Land	15,000.00	15,000.00			15,000.00	
6200	BuildingImprovementOrBuildings	15,000.00	15,000.00			15,000.00	
	Total Capital Outlay	30,000.00	30,000.00	.00	.00	30,000.00	
Transfers of Indirect/direct support costs							
7350	TransIndirectCostsInterfund	59,085.00	59,085.00			59,085.00	
	Total Transfers of Indirect/direct support costs	59,085.00	59,085.00	.00	.00	59,085.00	

Selection

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

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

ESCAPE

ONLINE

Fund 11 - Adult Education Fund		Fiscal Year 2019/20 Through August 2019					
Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail (continued)							
Debt Service							
7438	DebtService-Interest	34,076.00	34,076.00		34,076.00		100.00
7439	OtherDebtService-Principal	50,764.00	50,764.00		50,764.00		100.00
	Total Debt Service	84,840.00	84,840.00	.00	84,840.00	.00	100.00
	Total Year To Date Expenditures	1,629,213.00	1,629,213.00	714,453.89	140,103.27	774,655.84	8.60

Fund 11 - Adult Education Fund

Fiscal Year 2019/20 Through August 2019

Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
Revenues, Expenditures, and Changes in Fund Balance						
A. Revenues	1,513,831.00	1,513,831.00		2,534.01-	1,516,365.01	-0.17
B. Expenditures	1,629,213.00	1,629,213.00	714,453.89	140,103.27	774,655.84	8.60
C. Subtotal (Revenue LESS Expense)						
D. Other Financing Sources and Uses	115,382.00-	115,382.00-		142,637.28-	741,709.17	
Sources						
LESS Uses						
E. Net Change in Fund Balance	115,382.00-	115,382.00-		142,637.28-	741,709.17	
F. Fund Balance:						
Beginning Balance (9791)						
Audit Adjustments (9793)	906,985.00	906,985.00				
Other Restatements (9795)						
Adjusted Beginning Balance	906,985.00	906,985.00		.00		
G. Calculated Ending Balance	791,603.00	791,603.00		142,637.28-		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)	791,603.00	791,603.00				
Other				714,453.89		

Financial Statement

Fiscal13a

Fiscal Year 2019/20 Through August 2019

Fund 13 - CafeteriaSpecialRevenueFund

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
Revenue Detail						
Federal Revenue						
8220	ChildNutritionPrograms	765,000.00	765,000.00		765,000.00	
	Total Federal Revenue	765,000.00	765,000.00	.00	765,000.00	
Other State Revenues						
8520	ChildNutrition	83,000.00	83,000.00		83,000.00	
	Total Other State Revenues	83,000.00	83,000.00	.00	83,000.00	
Other Local Revenue						
8634	FoodServiceSales	115,000.00	115,000.00		115,000.00	
8660	Interest	100.00-	100.00-		100.00-	
8699	AllOtherLocalRevenue	1,000.00	1,000.00		1,000.00	
	Total Other Local Revenue	115,900.00	115,900.00	.00	115,900.00	
	Total Year To Date Revenues	963,900.00	963,900.00	.00	963,900.00	

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail							
Classified Salaries							
2200	ClassifiedSupportSalaries	220,186.00	220,186.00	212,638.00		7,548.00	
2201	ClassSupportSubPay	19,300.00	19,300.00			19,300.00	
2202	ClassSupportExtraPay	12,100.00	12,100.00			12,100.00	
2300	ClassSupvrsAdministratorsSlry	57,336.00	57,336.00	57,336.07		.07-	
2400	ClericTechniciOffic-StaffSlrys	21,210.00	21,210.00	21,209.76		.24	
	Total Classified Salaries	330,132.00	330,132.00	291,183.83	.00	38,948.17	
Employee Benefits							
3202	PERSClassifiedPositions	55,668.00	55,668.00	53,287.89		2,380.11	
3302	OASDIMedicrAltrmtvClasPosition	19,653.00	19,653.00	17,194.46		2,458.54	
3312	MedicareClassified	4,595.00	4,595.00	4,021.44		573.56	
3402	HlthWlfarBenefitClasifidPositn	72,000.00	72,000.00	72,000.00			
3502	StUnemplmntInsumcClassifidPos	158.00	158.00	138.71		19.29	
3602	WCCCompensnInsumceClassPositn	8,109.00	8,109.00	6,982.90		1,126.10	
3702	OPEBAlocatedClassifiedPositn	14,759.00	14,759.00	13,161.63		1,597.37	
	Total Employee Benefits	174,942.00	174,942.00	166,787.03	.00	8,154.97	
Books and Supplies							
4300	MaterialsandSupplies	25,000.00	25,000.00			25,000.00	
4400	NoncapitalizedEquipment	8,000.00	8,000.00			8,000.00	

Fund 13 - CafeteriaSpecialRevenueFund Fiscal Year 2019/20 Through August 2019

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail (continued)							
Books and Supplies (continued)							
4700	Food	499,850.00	499,850.00			499,850.00	
	Total Books and Supplies	532,850.00	532,850.00	.00	.00	532,850.00	
Services and Other Operating Expenditures							
5200	TravelandConferences	4,000.00	4,000.00			4,000.00	
5300	DuesandMemberships	500.00	500.00		153.33	346.67	30.67
5620	EquipmentRentalsAndRepairs	2,000.00	2,000.00			2,000.00	
5750	TransfersDirectCostsInterfund	2,000.00	2,000.00			2,000.00	
5800	ProfConsultingSrvcsandOperExpnd	3,000.00	3,000.00		2,442.00	558.00	81.40
5804	PreEmploymentTesting	2,500.00	2,500.00			2,500.00	
5806	Advertising	350.00	350.00			350.00	
5850	SoftwareMaintenanceAndLicences	7,000.00	7,000.00			7,000.00	
5900	Communications	500.00	500.00			500.00	
	Total Services and Other Operating Expenditures	21,850.00	21,850.00	.00	2,595.33	19,254.67	11.88
Transfers of Indirect/direct support costs							
7350	TransIndirectCostsInterfund	43,086.00	43,086.00			43,086.00	
	Total Transfers of Indirect/direct support costs	43,086.00	43,086.00	.00	.00	43,086.00	0.24
	Total Year To Date Expenditures	1,102,860.00	1,102,860.00	457,970.86	2,595.33	642,293.81	

Object	Description	Adopted Budget	Revised Budget	Actual	Balance	% Used
Other Financing Sources						
Other Financing Sources						
8916	ToCafeFundFromGenFund	156,144.00	156,144.00		156,144.00	
	Total Other Financing Sources	156,144.00	156,144.00	.00	156,144.00	
	Total Year To Date Other Financing Sources	156,144.00	156,144.00	.00	156,144.00	

Fund 13 - CafeteriaSpecialRevenueFund		Fiscal Year 2019/20 Through August 2019				
Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
Revenues, Expenditures, and Changes in Fund Balance						
A. Revenues	963,900.00	963,900.00			963,900.00	
B. Expenditures	1,102,860.00	1,102,860.00	457,970.86	2,595.33	642,293.81	0.24
C. Subtotal (Revenue LESS Expense)	138,960.00-	138,960.00-		2,595.33-	321,606.19	
D. Other Financing Sources and Uses	156,144.00	156,144.00			156,144.00	
LESS Uses						
E. Net Change in Fund Balance	17,184.00	17,184.00		2,595.33-	477,750.19	
F. Fund Balance:						
Beginning Balance (9791)						
Audit Adjustments (9793)						
Other Restatements (9795)						
Adjusted Beginning Balance						
G. Calculated Ending Balance	17,184.00	17,184.00		2,595.33-		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)	17,184.00	17,184.00		457,970.86		
Other						

Financial Statement

Fiscal13a

Fund 25 - CapitalFacilitiesFund			Fiscal Year 2019/20 Through August 2019			
Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
Revenue Detail						
Other Local Revenue						
8660	Interest	4,000.00	4,000.00		4,000.00	
8681	Mitigation/DeveloperFees	207,000.00	207,000.00	21,079.98	185,920.02	10.18
	Total Other Local Revenue	211,000.00	211,000.00	21,079.98	189,920.02	9.99
	Total Year To Date Revenues	211,000.00	211,000.00	21,079.98	189,920.02	9.99
Other Financing Uses						
Interfund Transfers Out						
7619	OthrAuthrizdInterFndTmsfrsOut	13,000.00	13,000.00		13,000.00	
	Total Interfund Transfers Out	13,000.00	13,000.00	.00	13,000.00	
	Total Year To Date Other Financing Uses	13,000.00	13,000.00	.00	13,000.00	

Fund 25 - Capital Facilities Fund		Fiscal Year 2019/20 Through August 2019				
Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
Revenues, Expenditures, and Changes in Fund Balance						
A. Revenues	211,000.00	211,000.00		21,079.98	189,920.02	9.99
B. Expenditures						
C. Subtotal (Revenue LESS Expense)	211,000.00	211,000.00		21,079.98	189,920.02	
D. Other Financing Sources and Uses						
Sources	13,000.00	13,000.00			13,000.00	
LESS Uses						
E. Net Change in Fund Balance	198,000.00	198,000.00		21,079.98	176,920.02	
F. Fund Balance:						
Beginning Balance (9791)	592,625.00	592,625.00				
Audit Adjustments (9793)						
Other Restatements (9795)						
Adjusted Beginning Balance	592,625.00	592,625.00		.00		
G. Calculated Ending Balance	790,625.00	790,625.00		21,079.98		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)	790,625.00	790,625.00				
Other						

Fund 26 - RDAFeesFund		Fiscal Year 2019/20 Through August 2019				
Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
Revenue Detail						
Other Local Revenue						
8625	ComRdv/pmntFndNotSubjct2LCCFFDd	119,000.00	119,000.00		119,000.00	
8660	Interest	5,000.00	5,000.00		5,000.00	
Total Other Local Revenue		124,000.00	124,000.00	.00	124,000.00	
Total Year To Date Revenues		124,000.00	124,000.00	.00	124,000.00	

Fund 26 - RDAFeesFund

Fiscal Year 2019/20 Through August 2019

Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
Revenues, Expenditures, and Changes in Fund Balance						
A. Revenues	124,000.00	124,000.00			124,000.00	
B. Expenditures						
C. Subtotal (Revenue LESS Expense)	124,000.00	124,000.00		.00	124,000.00	
D. Other Financing Sources and Uses						
Sources						
LESS Uses						
E. Net Change in Fund Balance	124,000.00	124,000.00		.00	124,000.00	
F. Fund Balance:						
Beginning Balance (9791)						
Audit Adjustments (9793)	490,966.00	490,966.00				
Other Restatements (9795)						
Adjusted Beginning Balance	490,966.00	490,966.00		.00		
G. Calculated Ending Balance	614,966.00	614,966.00		.00		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)	614,966.00	614,966.00				
Other						

Fiscal13a

Financial Statement

Fund 51 - BndIntRdmpmtFndA

Fiscal Year 2019/20 Through August 2019

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
Revenue Detail						
Other State Revenues						
8571	VotdIndbtcdnesLeviHmownrExmpin	5,000.00	5,000.00		5,000.00	
8572	VtdIndbtcdnesLevOtrSbvntnsInLuTx	1,000.00	1,000.00		1,000.00	
	Total Other State Revenues	6,000.00	6,000.00	.00	6,000.00	
Other Local Revenue						
8611	VotedIndebtdnssLevieSecurdRol	493,000.00	493,000.00		493,000.00	
8612	VotdIndebtdnesLevieUnscurdRol	20,000.00	20,000.00		20,000.00	
8613	VotdIndebtdnesLeviePrYrTaxes	1,000.00	1,000.00		1,000.00	
8614	VotdIndbtcdnssLevieSuplmtlTaxe	5,000.00	5,000.00		5,000.00	
8660	Interest	6,000.00	6,000.00		6,000.00	
	Total Other Local Revenue	525,000.00	525,000.00	.00	525,000.00	
	Total Year To Date Revenues	531,000.00	531,000.00	.00	531,000.00	

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail							
Debt Service							
7433	BondRedemptions	271,619.00	271,619.00			271,619.00	
7434	BondInterestOtherServiceCharge	213,381.00	213,381.00			213,381.00	
	Total Debt Service	485,000.00	485,000.00	.00	.00	485,000.00	
	Total Year To Date Expenditures	485,000.00	485,000.00	.00	.00	485,000.00	

Selection

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

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

ESCAPE

ONLINE

Page 18 of 26

Fiscal13a

Financial Statement

Fund 51 - BndIntRdmpmtFndA		Fiscal Year 2019/20 Through August 2019				
Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
Revenues, Expenditures, and Changes in Fund Balance						
A. Revenues	531,000.00	531,000.00			531,000.00	
B. Expenditures	485,000.00	485,000.00			485,000.00	
C. Subtotal (Revenue LESS Expense)						
D. Other Financing Sources and Uses	46,000.00	46,000.00		.00	46,000.00	
Sources						
LESS Uses						
E. Net Change in Fund Balance	46,000.00	46,000.00		.00	46,000.00	
F. Fund Balance:						
Beginning Balance (9791)						
Audit Adjustments (9793)	554,806.00	554,806.00				
Other Restatements (9795)						
Adjusted Beginning Balance	554,806.00	554,806.00		.00		
G. Calculated Ending Balance	600,806.00	600,806.00		.00		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)	600,806.00	600,806.00				
Other						

Selection

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

ESCAPE

ONLINE

Page 19 of 26

Fund 52 - BndIntRdmpntFndB		Fiscal Year 2019/20 Through August 2019				
Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
Revenue Detail						
Other State Revenues						
8571	VotdIndbtednesLeviHmownrExmptn	6,000.00	6,000.00		6,000.00	
8572	VotdIndbtidnsLevOtrSbvtntnsInLuTx	1,000.00	1,000.00		1,000.00	
	Total Other State Revenues	7,000.00	7,000.00	.00	7,000.00	
Other Local Revenue						
8611	VotedIndebtednssLevieSecurdRol	349,000.00	349,000.00		349,000.00	
8612	VotdIndebtednesLevieUnscurdRol	16,000.00	16,000.00		16,000.00	
8613	VotdIndebtednesLeviePrYrTaxes	1,000.00	1,000.00		1,000.00	
8614	VotdIndbtidnssLevieSuplmtntTaxe	3,000.00	3,000.00		3,000.00	
8660	Interest	13,000.00	13,000.00		13,000.00	
	Total Other Local Revenue	382,000.00	382,000.00	.00	382,000.00	
	Total Year To Date Revenues	389,000.00	389,000.00	.00	389,000.00	
Expenditure Detail						
Debt Service						
7433	BondRedemptions	212,245.00	212,245.00		212,245.00	
7434	BondInterestOtherServiceCharge	147,755.00	147,755.00		147,755.00	
	Total Debt Service	360,000.00	360,000.00	.00	360,000.00	
	Total Year To Date Expenditures	360,000.00	360,000.00	.00	360,000.00	

Fiscal13a

Financial Statement

Fund 52 - BndIntRdImpmtFndB		Fiscal Year 2019/20 Through August 2019				
Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
Revenues, Expenditures, and Changes in Fund Balance						
A. Revenues	389,000.00	389,000.00			389,000.00	
B. Expenditures	360,000.00	360,000.00			360,000.00	
C. Subtotal (Revenue LESS Expense)	29,000.00	29,000.00		.00	29,000.00	
D. Other Financing Sources and Uses						
Sources						
LESS Uses						
E. Net Change in Fund Balance	29,000.00	29,000.00		.00	29,000.00	
F. Fund Balance:						
Beginning Balance (9791)						
Audit Adjustments (9793)	430,078.00	430,078.00				
Other Restatements (9795)						
Adjusted Beginning Balance	430,078.00	430,078.00		.00		
G. Calculated Ending Balance	459,078.00	459,078.00		.00		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)	459,078.00	459,078.00				
Other						

Selection

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

ESCAPE

ONLINE

Page 21 of 26

Financial Statement

Fiscal13a

Fiscal Year 2019/20 Through August 2019

Fund 53 - BndIntRdmpTfndHarrison

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	Rcvd %
Revenue Detail						
Other State Revenues						
8571	VotdIndbtDnesLeviHmownrExmptn	17,000.00	17,000.00		17,000.00	
8572	VtdIndbtDnesLevOtrSbvntrnsInLuTx	3,000.00	3,000.00		3,000.00	
	Total Other State Revenues	20,000.00	20,000.00	.00	20,000.00	
Other Local Revenue						
8611	VotedIndebtdnssLevieSecurdRol	959,000.00	959,000.00		959,000.00	
8612	VotdIndebtdnssLevieUnscurdRol	43,000.00	43,000.00		43,000.00	
8613	VotdIndebtdnssLeviePrtyrTaxes	1,000.00	1,000.00		1,000.00	
8614	VotdIndbtDnssLevieSuplmntlTaxe	10,000.00	10,000.00		10,000.00	
	Total Other Local Revenue	1,013,000.00	1,013,000.00	.00	1,013,000.00	
	Total Year To Date Revenues	1,033,000.00	1,033,000.00	.00	1,033,000.00	

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail							
Debt Service							
7433	BondRedemptions	318,250.00	318,250.00			318,250.00	
7434	BondInterestOtherServiceCharge	585,000.00	585,000.00			585,000.00	
	Total Debt Service	903,250.00	903,250.00	.00	.00	903,250.00	
	Total Year To Date Expenditures	903,250.00	903,250.00	.00	.00	903,250.00	

Fund 53 - BndIntRdmpFndHarrison

Fiscal Year 2019/20 Through August 2019

Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
Revenues, Expenditures, and Changes in Fund Balance						
A. Revenues	1,033,000.00	1,033,000.00			1,033,000.00	
B. Expenditures	903,250.00	903,250.00			903,250.00	
C. Subtotal (Revenue LESS Expense)	129,750.00	129,750.00		.00	129,750.00	
D. Other Financing Sources and Uses						
Sources						
LESS Uses						
E. Net Change in Fund Balance	129,750.00	129,750.00		.00	129,750.00	
F. Fund Balance:						
Beginning Balance (9791)						
Audit Adjustments (9793)	882,366.00	882,366.00				
Other Restatements (9795)						
Adjusted Beginning Balance	882,366.00	882,366.00		.00		
G. Calculated Ending Balance	1,012,116.00	1,012,116.00		.00		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)	1,012,116.00	1,012,116.00				
Other						

Fund 73 - FoundationPrivPurposeTrustFund				Fiscal Year 2019/20 Through August 2019			
Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd	
Revenue Detail							
Other Local Revenue							
8660	Interest	20,000.00	20,000.00		20,000.00		
8699	AllOtherLocalRevenue	23,000.00	23,000.00		23,000.00		
	Total Other Local Revenue	43,000.00	43,000.00	.00	43,000.00		
	Total Year To Date Revenues	43,000.00	43,000.00	.00	43,000.00		
Expenditure Detail							
Services and Other Operating Expenditures							
5800	ProfConsultingSrvcsandOperExpnd	43,000.00	43,000.00	7,350.00	35,650.00	17.09	
	Total Services and Other Operating Expenditures	43,000.00	43,000.00	7,350.00	35,650.00	17.09	
	Total Year To Date Expenditures	43,000.00	43,000.00	7,350.00	35,650.00	17.09	

Fund 73 - FoundationPrivPurposeTrustFund		Fiscal Year 2019/20 Through August 2019				
Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
Revenues, Expenditures, and Changes in Fund Balance						
A. Revenues	43,000.00	43,000.00			43,000.00	
B. Expenditures	43,000.00	43,000.00		7,350.00	35,650.00	17.09
C. Subtotal (Revenue LESS Expense)						
D. Other Financing Sources and Uses	.00	.00		7,350.00-	7,350.00	
Sources						
LESS Uses						
E. Net Change in Fund Balance	.00	.00		7,350.00-	7,350.00	
F. Fund Balance:						
Beginning Balance (9791)	1,473,668.00	1,473,668.00				
Audit Adjustments (9793)						
Other Restatements (9795)						
Adjusted Beginning Balance	1,473,668.00	1,473,668.00		.00		
G. Calculated Ending Balance	1,473,668.00	1,473,668.00		7,350.00-		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)	1,473,668.00	1,473,668.00				
Other						

Fund 76 - Warrant/Pass-ThroughFund		Fiscal Year 2019/20 Through August 2019			
Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance % of Budget
Revenues, Expenditures, and Changes in Fund Balance					

A. Revenues

B. Expenditures

C. Subtotal (Revenue LESS Expense)

D. Other Financing Sources and Uses

Sources

LESS Uses

E. Net Change in Fund Balance

F. Fund Balance:

Beginning Balance (9791)

Audit Adjustments (9793)

Other Restatements (9795)

Adjusted Beginning Balance

G. Calculated Ending Balance

*Components of Ending Fund Balance

Legally Restricted (9740)

Other Designations (9780)

Undesig/Unapprop (9790)

Other

Oroville Union High School District

Memorandum

TO: Board of Trustees
FROM: Dr. Corey Willenberg
DATE: August 5, 2019
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

Bill & Sheryl Brereton	\$100
Joe & Claire High	\$110
Pat & Les LaRose	\$100
Norm & Dottie Lord	\$100
Bob & Brenda Zollner	\$50

Scholarship Fund

Paula Felipe	\$200
David & Sue Frank	\$200
Mike Ramsey	\$410



Oroville Union High School District

Internal Control Manual for Federal Grants

July 11, 2019

TABLE OF CONTENTS

Introduction	3
Overview of the Financial Management System	5
Grant Application Process	5
Budgeting	5
Accounting Records	6
Reconciliation and Closeout Procedures	6
Federal Cash Management Policy	7
Timely Obligation of Funds	8
Carryover	9
Procurement	10
Direct and Indirect Costs	11
Allowability of Costs	11
Purchases of Equipment and Other Capital Expenditures	16
Procurement Standards	16
Responsibility for Purchasing	18
Purchasing Methods	18
Procurement Methods	19
Micro-purchases	19
Small Purchases	19
Procurement by Sealed Bids	21
Bidding Procedures	23
Competitive Process	23
Non-Public Works Projects	23
Public Works Projects	24
Competitive Proposals	23
Contract Cost and Price	25
Noncompetitive Proposals (Sole Sourcing)	26
Full and Open Competition	26
Conflict of Interest Requirements	26
Contract Administration	27
Property Management Systems	29
Disposal of Equipment	29
Compensation Policies	31
Standards for Documentation of Personnel Expenditures	31
Single Cost Objective	32
Multiple Cost Objective	32
Time and Effort Documentation	33
Periodic (Semiannual) Certification	33
Personnel Activity Report	33
Substitute Systems for Time Accounting	33
Substitute System Based on Sampling Method	33
Substitute System Based on Employee's Predetermined Schedule	34
Human Resource Procedures	35
Record Retention	36
Access to Records	36
Subrecipient Monitoring	37
Audit Resolution	37
Nondiscrimination in District Programs and Activities	39
Complaint Procedures	39

Introduction

This manual sets forth the policies and procedures used by the Oroville Union High School District to administer federal funds. The manual contains the internal controls and grant management standards used by the District to ensure that all federal funds are lawfully expended. It describes in detail the District's financial management system, including cash management procedures, procurement policies, inventory management protocols, procedures for determining the allowability of expenditures, time and effort reporting and record retention. Employees of the District that manage or spend federal program funds are expected to review this manual to gain familiarity and an understanding of the District's procedures and practices.

This manual is designed to ensure compliance with the U.S. Education Department's General and Administrative Regulations (EDGAR).

References to the Code of Federal Regulations (CFR) have been included to identify the specific citation in the regulations.

This manual also supports the board policy governing federal grant funds (AR 3230).

The District maintains a proper financial management system in order to receive both grant awards and to expend grant funds in accordance with grant regulations. Fiscal controls and procedures are in place to ensure that all requirements are met. Failure to meet a requirement may result in a return of funds or termination of an award.

The standards for financial management systems are found at 2 CFR § 200.302. The required standards include:

- **Identification.** The District must identify, in its accounts, all federal awards received and expended. Federal program and award identification must include, as applicable, the CFDA title and number, the federal award identification number, the year, the name of the federal agency, and, if applicable the name of the pass-through entity.
- **Financial Reporting.** An accurate, current and complete disclosure of the financial results of each federal award or program in accordance with the financial reporting requirements set forth in the EDGAR.
- **Accounting Records.** The District must maintain records that adequately identify the source and application of funds provided for federally assisted activities. These records must contain information pertaining to grant or subgrant awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

- Internal Controls. The District must establish and maintain effective internal controls over each federal award that provide reasonable assurance that the District is managing the award in compliance with federal statutes, regulations and the terms and conditions of the award.
- Budget Control. Actual expenditures or outlays are compared with budgeted amounts for each federal award.
- Cash Management. The District must maintain written procedures to implement the cash management requirements found in EDGAR.
- Allowable Costs. The District must maintain written procedures for determining allowability of costs in accordance with EDGAR.

Overview of the Financial Management System

Grant Application Process

Once a grant opportunity has been identified, the Superintendent is notified of potential grant funds. The application must be sent to the Superintendent with the following information:

- Source of funds
- Purpose of funds
- Timeline for application and approval
- Match requirements, if applicable
- Potential amount and length of funds
- Grant term

Grant funds are intended to supplement the District budget and cannot supplant budgeted funds. The cost of salary-driven and health benefits should be included in grant budgets when including personnel in an application. On-going costs should not be funded from one-time grant allocations or grants that are funded for a limited time.

Before signing the application, the Superintendent will provide the budget to the Assistant Superintendent of Business to review for content.

The District uses the ESCAPE Technologies financial system program. ESCAPE is the primary system for purchasing, human resources, payroll, budget and accounting functions. Financial transactions are recorded using the Standardized Account Code Structure (SACS) in accordance with California Schools Accounting Manual (CSAM) guidance. CDE specifies Fund, Resource, Year, Object, Goal and Function codes. Each federal program is identified using the Resource code. In addition, the District uses optional codes for manager, site and a cost center for ease of budget monitoring by grant managers.

Once the District becomes aware of a grant award, either through notification from the California Department of Education (CDE) or receipt of a grant award notice (GAN), the Assistant Superintendent of Business will assign the proper account codes for reporting transactions.

Budgeting

The appropriate grant manager responsible for each specific grant's compliance must prepare the grant budget. The Assistant Superintendent of Business enters the initial budget, and any subsequent revisions, into the financial system upon grant award notification.

Budget amendments must be submitted to Director of Student Services in advance of need. Grant budget amendments can be made for financial and/or programmatic reasons. Once approved by the Director of Student Services, and the federal awarding agency or CDE if applicable, budget amendments will be entered into the financial system by the Assistant Superintendent of Business.

Accounting Records

Accounting records are kept in hard copy and electronic formats. The Business Office is responsible for the maintenance of all purchase orders and related records. If an error is found, Business Office staff can make correcting journal entries. The Assistant Superintendent of Business reviews and posts all journal entries to the financial system.

Reconciliation and Closeout Procedures

The financial activity for the District's federal grants is recorded in the ESCAPE financial system. The Assistant Superintendent of Business enters the grant budgets and subsequent adjustments into the system. Salaries and purchases are encumbered to monitor available funds. During the course of the grant, grant managers have access to grant financial statements by accessing them through ESCAPE. The grant managers are responsible for spending monies during the available grant period. Upon completion of the grant, the Assistant Superintendent of Business will prepare final expenditure reports and submit them to the awarding agency, if required.

Federal Cash Management Policy

The District will comply with applicable methods and procedures for payment that minimize the time elapsing between the transfer of funds and disbursement in accordance with the Cash Management Improvement Act 31 CFR, Part 205.

Funds allocated under the Every Student Succeeds Act (EESA) are drawn by submitting cash balances for program resources through the California Department of Education's Federal Cash Management Data Submission program on a quarterly basis. Most other federal grant funds are received through a reimbursement process based on actual costs incurred. However, if the District receives an advance in federal grant funding, the District will report interest earned to CDE on a quarterly basis for each federal resource. Interest will be remitted to CDE annually. The District is allowed to keep interest amounts up to \$500 per year for administrative purposes.

If the District includes non-federal match funding in the Federal program resource codes, the District may reduce the daily federal cash balances by the corresponding proportionate share of the required cash match for each program.

Timely Obligation of Funds

Obligations are orders placed for property and services, contracts and subawards made and similar transactions during a given period that require payment by the District during the same or future period.

The following table illustrates when funds are determined to be obligated under federal regulations:

If the obligation is for:	The obligation is made:
Acquisition of property	On the date which the District makes a binding written commitment to acquire the property
Personal services by an employee of the District	When the services are performed
Personal services by a contractor who is not an employee of the district	On the date which the District makes a binding written commitment to obtain the services
Public utility service	When the District receives the services
Travel	When the travel is taken
Rental of property	When the District uses the property
A pre-agreement cost that was properly approved by the Secretary under the cost principles in 2 CFR part 200, Subpart E- Cost Principles	On the first day of the project period

34 CFR § 75.707 and § 76.707

All obligations must occur on or between the beginning and ending dates of the grant project. This period is known as the period of performance. The period of performance is dictated by statute. Further, certain grants have specific requirements for the carryover of funds that must be considered.

State Administered Grants: Generally, state-administered federal funds are available for obligation within the year that funds are appropriated. However, given the unique nature of educational institutions, for many federal education grants, the period of availability is 27 months. This maximum period includes a 15-month period of initial availability, plus a 12-month period of carryover.

Federal education grant funds are typically available for expenditure on July 1 of each year. The District will always plan to spend all of the current year grant funds within the same year the grant was appropriated.

Direct Grants: The period of availability for funds authorized under direct grants is identified in the grant award notice.

For both state-administered and direct grants, regardless of the period of availability, the District must liquidate all obligations incurred under the award within 90 days after the end of the funding period unless an extension is authorized. Any funds unobligated at the end of the period of availability or not liquidated within the appropriate timeframe will lapse and be returned to the awarding agency. Consequently, the Director of Student Services and the Assistant Superintendent of Business closely monitor spending throughout the grant cycle to promote use of all allocated funds within the period of availability.

Carryover

Carryover of grant funds in the subsequent year will be permitted in accordance with each specific grant's regulations. Some grants, such as VEA and Indian Education, do not allow a carryover of funds and must be spent in the year allocated.

Title I, Part A carryover cannot exceed 15%. Each site principal is responsible for monitoring their allocation to ensure that their carryover does not exceed the carryover cap. The site principal must notify the Director of Student Services if, at any time, they become aware that they will not be able to spend their allocation below the cap limitation by the end of the fiscal year. The Director of Student Services may apply to CDE for a waiver of the Title I carryover cap once every three years. Carryover of Title I grant funds will be incorporated into the available funds in the subsequent year and redistributed in the same manner as the current year allocation.

Procurement

As a recipient of federal funds, the District is responsible for administering federal grants in a manner consistent with the grantor's terms and conditions. Federal funds must be administered in a manner consistent with the cost principles contained in EDGAR and 2 CFR § 200 (the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards). The Director of Student Services and the Assistant Superintendent of Business are responsible for ensuring compliance with these regulations.

Although each grant may have specific allowable and unallowable costs, the District adheres to the federal cost principles when developing and administering the budget. Federal cost principles require costs to be allowable, reasonable and allocable.

To meet the definition of **allowable**, an expenditure must be:

- Necessary and reasonable to carry out the grant
- Be consistent with the policies and procedures that apply uniformly to federal and non-federally funded expenditures
- Not be included a part of a match of other federal funds
- Be adequately documented

To meet the definition of **reasonable**, the expenditure cannot exceed the amount a prudent person would spend on that item at the time the decision was made to incur the expense. Reasonableness is further ensured by:

- Use of business practices, adherence to federal, state and local laws and regulations and the terms and conditions of the federal grant
- Use of market prices in the local area for comparing the costs of goods and services

To meet the definition of **allocable**, the expenditure is chargeable or assignable to the federal grant or cost objective in accordance with the relative benefits received.

Allocable is further defined as:

- Costs are incurred specifically for the federal grant
- Costs can be distributed in proportions that may be approximated using reasonable methods
- Costs are necessary to the overall operation of the non-federal entity

Direct and Indirect Costs

Direct costs are those costs that can be identified specifically with a particular final cost objective, such as a federal grant award or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. Indirect costs are those costs that have been incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (i.e. human resources/payroll, utility costs, purchasing, maintenance, accounting, etc.). Costs incurred for the same purpose in like circumstances must be treated consistently as either direct or indirect costs.

Identification with the federal grant, rather than the nature of the goods and services involved, is the determining factor in distinguishing direct from indirect costs. Typical costs charged directly to a federal grant are the compensation of employees who work on that grant, their related fringe benefit costs, the costs of materials and other items of expense incurred for that grant. The salaries of administrative and clerical staff should normally be treated as indirect costs. Direct charging of these costs may be appropriate only if all of the following conditions are met:

- Administrative or clerical services are integral to a project or activity.
- Individuals involved can be specifically identified to the project or activity.
- Such costs are explicitly included in the budget or have the written approval of the federal awarding agency.
- The costs are not also recovered through application of the indirect cost rate.

The CDE annually approves the indirect cost rates that can be used for all school districts in California. These calculations are submitted to CDE during the Unaudited Actuals submission process each fall. The indirect cost rate used by the District cannot exceed the rate approved by CDE. Some federal grants have specific maximum allowable rate that can be charged to a particular grant, which may be less than the CDE approved rate.

Allowability of Costs

Expenditures must be aligned with approved budgets. Any changes or variations require approval prior to a commitment of funds.

Grant managers monitoring federal grant funds will review the proposed cost to determine whether it is an allowable use of grant funds before obligating and spending those funds. All costs supported by federal grants must meet the standards outlined in the EDGAR, which are provided in the bulleted list below.

All expenditures of federal grant funds must be reviewed and approved by the Director of Student Services and the Assistant Superintendent of Business to determine compliance with the standards and verification that funds are available to support the request.

District staff must consider the following elements when determining the allowability of the cost.

- 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 prevailing at the time the decision to incur the cost was made. When determining reasonableness of an expenditure, the following considerations must be made:
 - Was the cost a type generally recognized as ordinary and necessary for operation of the District or the proper and efficient performance of the federal award?
 - Are there restraints or requirements imposed by factors such as federal, state or local laws, district business practices or the terms and conditions of the federal grant?
 - Is the price comparable to market prices within the geographic area?
 - Was prudence exercised in the circumstances in considering the responsibilities to the District, its employees, its students, the public and the federal government?
 - Were District purchasing practices and policies followed to insure that costs are not unreasonably increased to the federal grant?
- Necessary – a cost is necessary if it is essential to addressing an existing need.
 - Is the cost needed for proper and efficient performance of the grant program?
 - Is the cost identified in the approved budget or application?
 - Is there an educational benefit associated with the cost?
 - Does the cost align with identified needs based on results and findings from a needs assessment?
 - Does the cost address program goals and objectives and is it based on program data?
- Allocable - a cost is allocable to the federal program if the program receives a benefit in proportion to the funds charged to it.

- Consistency – policies and procedures are applied uniformly to both federally funded grants and other programs in the District. In addition, a cost cannot be assigned to a federal program as a direct cost if any other cost incurred for the same purpose in like circumstances has been assigned as an indirect cost under another award.
- Conforms to limitations – costs conform to any limitations or exclusions included in the CFR Part 200 cost principles or in the terms and conditions of the grants.
- Adequately documented – all costs must be supported by proper documentation.
- Conforms to GAAP – all costs conform to generally accepted account principles, unless otherwise provided for in CFR Part 200.
- Not included as a match for another federal program – costs cannot be included as a match or cost-share for another federal program unless specifically authorized by the federal program.
- Net of all applicable credits – costs should be reported net of discounts, rebates or allowances, recoveries or indemnities on losses, adjustments of overpayments or erroneous charges. To the extent that such credits accruing or received relate to the federal award, they shall be credited to the program as either a cost reduction or a cash refund, as appropriate.
- Allowable – a cost must be allowable by the federal program, by federal, state and local laws, and by District policies and procedures.
 - Is the cost allowable under the relevant program?
 - Is the cost consistent with the approved program plan and budget?
 - Is the cost consistent with program specific fiscal policies?
 - Is the cost consistent with the EDGAR?
 - Is the cost consistent with any specific conditions imposed on the grant?
 - Is the cost consistent with the underlying needs of the program?

CFR Part 200 addresses the allowability of 55 specific cost items (commonly referred to as the Selected Items of Cost). These cost items are listed in the following chart along with the Code of Federal Regulations citation where it is discussed. District staff responsible for spending federal grant funds must be familiar with the individual Selected Items of Cost to ensure a cost is allowable. Just because an item is on the list does not necessarily mean it is allowable. All

the factors previously discussed must be considered before obligating the District. In addition, state, District and program-specific rules may deem a cost as unallowable.

Item of Cost	Citation of Allowability Rule
Advertising	2 CFR § 200.421
Advisory Councils	2 CFR § 200.422
Alcoholic Beverages	2 CFR § 200.423
Alumni/ae Activities	2 CFR § 200.424
Audit Services	2 CFR § 200.425
Bad Debts	2 CFR § 200.426
Bonding Costs	2 CFR § 200.427
Collection of Improper Payments	2 CFR § 200.428
Commencement and Convocation Costs	2 CFR § 200.429
Compensation – Personal Services	2 CFR § 200.430
Compensation – Fringe Benefits	2 CFR § 200.431
Conferences	2 CFR § 200.432
Contingency Provision	2 CFR § 200.433
Contributions and Donations	2 CFR § 200.434
Defense and Prosecution of Criminal & Civil Proceedings, claims, appeals and Patent Infringements	2 CFR § 200.435
Depreciation	2 CFR § 200.436
Employee Health and Welfare	2 CFR § 200.437
Entertainment Costs	2 CFR § 200.438
Equipment and Other Capital Expenditures	2 CFR § 200.439
Exchange Rates	2 CFR § 200.440
Fines, Penalties, Damages and Other Settlements	2 CFR § 200.441
Fund Raising & Investment Management Costs	2 CFR § 200.442
Gains and Losses on Disposition of Depreciable Assets	2 CFR § 200.443
General Costs of Government	2 CFR § 200.444
Goods and Services for Personal Use	2 CFR § 200.445
Idle Facilities and Idle Capacity	2 CFR § 200.446
Insurance and Indemnification	2 CFR § 200.447
Intellectual Property	2 CFR § 200.448
Interest	2 CFR § 200.449
Lobbying	2 CFR § 200.450
Losses on Other Awards or Contracts	2 CFR § 200.451
Maintenance and Repair Costs	2 CFR § 200.452
Materials and Supplies Costs, Including Costs of Computing Devices	2 CFR § 200.453
Memberships, Subscriptions and Professional Activity Costs	2 CFR § 200.454
Organization Costs	2 CFR § 200.455
Participant Support Costs	2 CFR § 200.456
Plant and Security Costs	2 CFR § 200.457
Pre-award Costs	2 CFR § 200.458
Professional Services Costs	2 CFR § 200.459
Proposal Costs	2 CFR § 200.460
Publication and Printing Costs	2 CFR § 200.461
Rearrangement and Reconversion Costs	2 CFR § 200.462
Recruiting Costs	2 CFR § 200.463
Relocation Costs of Employees	2 CFR § 200.464
Rental Costs of Real Property and Equipment	2 CFR § 200.465
Scholarships and Student Aid Costs	2 CFR § 200.466
Selling and Marketing Costs	2 CFR § 200.467
Specialized Service Facilities	2 CFR § 200.468
Student Activity Costs	2 CFR § 200.469
Taxes	2 CFR § 200.470
Termination Costs	2 CFR § 200.471
Training and Education Costs	2 CFR § 200.472
Transportation Costs	2 CFR § 200.473
Travel Costs	2 CFR § 200.474
Trustees	2 CFR § 200.475

District-specific policies related to some identified cost items are:

- All expenditures of federal program funds must be reviewed and approved by the Director of Student Services and the Assistant Superintendent of Business. This is accomplished through the electronic requisition process in the ESCAPE financial system.
- Facility-related expenditures require coordination with the Facilities Director.
- Professional development expenditures are approved by the site principal, the Director of Student Services and the Assistant Superintendent of Business for compliance with Board Policy 4331. This is facilitated through the submission of a Professional Development Request form.
- Board Policy 3350 establishes the District's rules related to employee expenses incurred during travel for District business purposes. Reimbursable expenses may include, but are not limited to, costs of transportation, parking fees, tolls, lodging, registration fees, communication expenses and other incidental expenses. An employee must obtain approval from their administrator prior to traveling. All out-of-state travel for which reimbursement will be claimed requires advance approval by the Governing Board. Employees are encouraged to minimize costs by sharing transportation and lodging whenever possible.

The District will not reimburse personal travel expenses including, but not limited to, tips or gratuities, alcohol, entertainment, laundry, expenses of any family member that is accompanying the employee, personal use of an automobile, personal losses or traffic violation fees.

Mileage will be reimbursed at the current Internal Revenue Service business rate for miles driven, excluding commute miles. Meals will be reimbursed at the current District per diem rate. All other expenditures are reimbursed at actual cost and require supporting documentation. Reimbursement is facilitated by submitting a Travel Expense Report and Claim Form within sixty (60) days of incurring the expense.

- Procurement of contracted services requires the completion of the District's Independent Contractor Services Form, which entails obtaining advance approval by the Assistant Superintendent of Business and the Governing Board.

Purchases of Equipment and Other Capital Expenditures

The Director of Education will request prior written approval from CDE to make capital expenditures of \$5,000 or more. This includes equipment replacement, other capital assets and improvements which materially increase the value or useful life of equipment or other capital assets. The Director of Education will facilitate this by submitting a Request for Approval form to CDE that describes the justification for the capital expenditure as it relates to the requirements of the federal grant along with supporting bids or price quotes.

For the food service program, CDE has developed a USDA Capital Expenditure Approved List. The District is not required to submit a request to purchase for those items listed. See <https://www.cde.ca.gov/ls/nu/sn/capexpapprovedlist.asp> for the complete list.

Procurement Standards

In accordance with Board Policy 3300, the District recognizes its fiduciary responsibility to oversee the prudent expenditure of District funds.

The District must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach.

To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services, the District is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods or services (i.e. piggyback contracts).

The District is encouraged to use federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

The District is encouraged to use value-engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

The District must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance and financial and technical resources.

The District may not subcontract with or award subcontracts to any person or company who is debarred or suspended. For all contracts over \$25,000, the District must verify that the vendor with whom the District intends to do business with is not excluded or disqualified. This can be accomplished by requiring a certification of eligibility from the vendor or using the Federal System of Award Management (SAM) website to determine whether a particular entity has been excluded.

The District must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following:

- Rationale for the method of procurement
- Selection of contract type
- Contractor selection or rejection
- Basis for the contract price

The District may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract in which the cost to the District is the sum of the actual cost of materials and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses and profit.

Since this formula generates an open-ended contract price, a time and materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the District must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

The District alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes and claims.

These standards do not relieve the District of any contractual responsibilities under its contracts. The federal awarding agency will not substitute its judgment for that of the District unless the matter is primarily a federal concern. Violations of law will be referred to the authority having proper jurisdiction.

Responsibility for Purchasing

The Assistant Superintendent of Business is the purchasing agent for the District and as such, retains the authority to review and approve all purchases. In addition, all requests for purchases of goods or services from the Every Student Succeeds Act, federal Special Education and Carl Perkins Career and Technical Education Improvement Act programs is reviewed and approved by the Director of Student Services to ensure compliance with grant requirements.

The Assistant Superintendent of Business, with assistance of the Butte County Office of Education, provides appropriate access to the ESCAPE financial system for users to prepare purchase requisitions. User lists are maintained by the Assistant Superintendent of Business as employees are hired, leave or change roles within the District.

The Assistant Superintendent of Business maintains the electronic workflow process in ESCAPE so that requisitions are routed for the appropriate approvals.

Budgetary controls are set up within ESCAPE, which prevent a user from processing a requisition in excess of the budget.

Purchasing Methods

- Purchase orders. Requisitions for goods and services are submitted electronically using the ESCAPE financial software. Once prepared, requisitions are routed electronically to Subject Area Coordinators, Principals and the Director of Student Services, as appropriate. In the final step of the approval process, all requisitions are reviewed and approved by the Assistant Superintendent of Business. Approved requisitions are processed into Purchase Orders by the Accounts Payable Technician, who also prints and distributes them.

Requisitions for contracted services must be accompanied by the District's Independent Contractor Services contract. The Assistant Superintendent of Business and the Board must approve contracts prior to the performance of the service.

- Reimbursements for purchases of goods. Employees may submit reimbursement requests using the District's Reimbursement Claim form. Receipts for purchases must accompany the form. The claim form is intended to assist employees with making small purchases of less than \$200. Reimbursement requests must be submitted within 60 days of making a purchase.

- Reimbursement for travel. Employees may submit advance/reimbursement requests for travel related expenditures using the District's Travel Expense Claim forms. Advances may be requested for mileage and meal expenses using the same forms. Reimbursement requests must be submitted within 60 days of incurring the expense.
- Cal Cards. U.S. Bank Visa Cal Cards are provided to administrators and career technical education teachers. The Assistant Superintendent of Business maintains the user list and updates them as employees are hired, leave or change roles within the District. Limits on single purchase and monthly purchase limits are established by the Assistant Superintendent of Business and enforced by U.S. Bank. U.S. Bank also monitors the allowability of vendors where the card can be used and will deny charges for inappropriate use. Cal Card users must submit receipts for purchases to the Accounts Payable Technician within three (3) business days of making a purchase.
- Other Credit Cards. On occasion, the District will provide other credit cards to be used at local business (Home Depot, Food Maxx, etc.). Generally, these cards have small credit limits. Users are responsible for submitting receipts to the Accounts Payable Technician prior to the billing period and ensuring that there are adequate funds in the budget to accommodate the purchase being made.

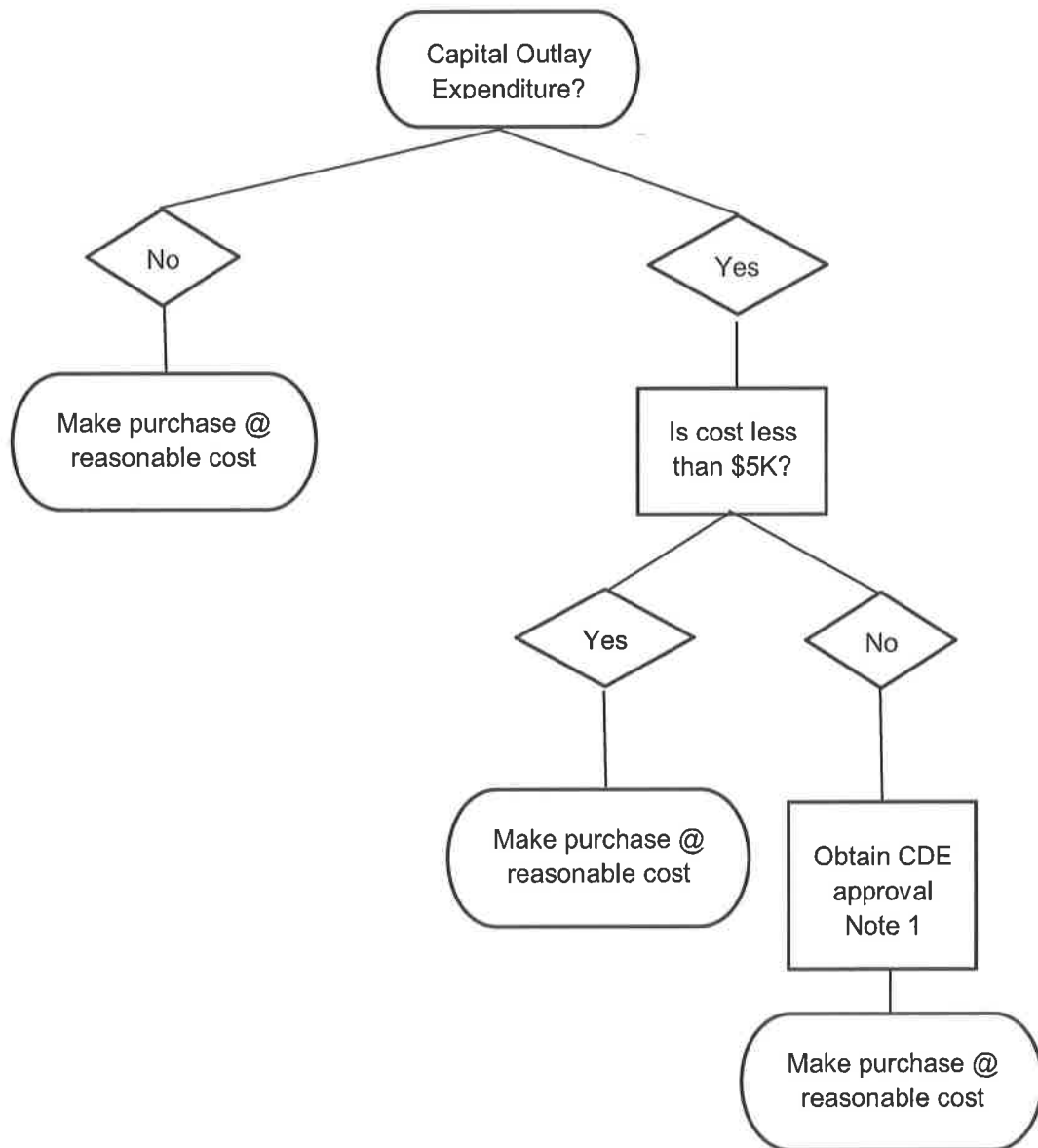
Procurement Methods

Federal and state regulations for procurement methods may differ in some instances. The following documented methods or limits are aligned to the most restrictive guidance when comparing the regulations of both.

Micro-purchases

A micro-purchase is the acquisition of supplies or services for which the aggregate dollar amount does not exceed \$10,000. To the extent practicable, the District shall distribute equitably among qualified suppliers. Micro-purchases may be made without soliciting competitive quotes. The purchase must include documentation that supports the reasonableness of the cost. Price reasonableness normally will be based on a comparison with historical prices paid for this item, catalog prices or other offers.

Micro-purchase Process
(Up to \$10,000)



Note 1 – The Food Service Department should consult the USDA Capital Expenditure Approved List to determine if CDE approval is necessary.

Small Purchases

2 CFR § 320(b) establishes procedures for simple and informal procurement methods for securing services, supplies or other property where the aggregate dollar value is between \$10,001 and \$250,000.

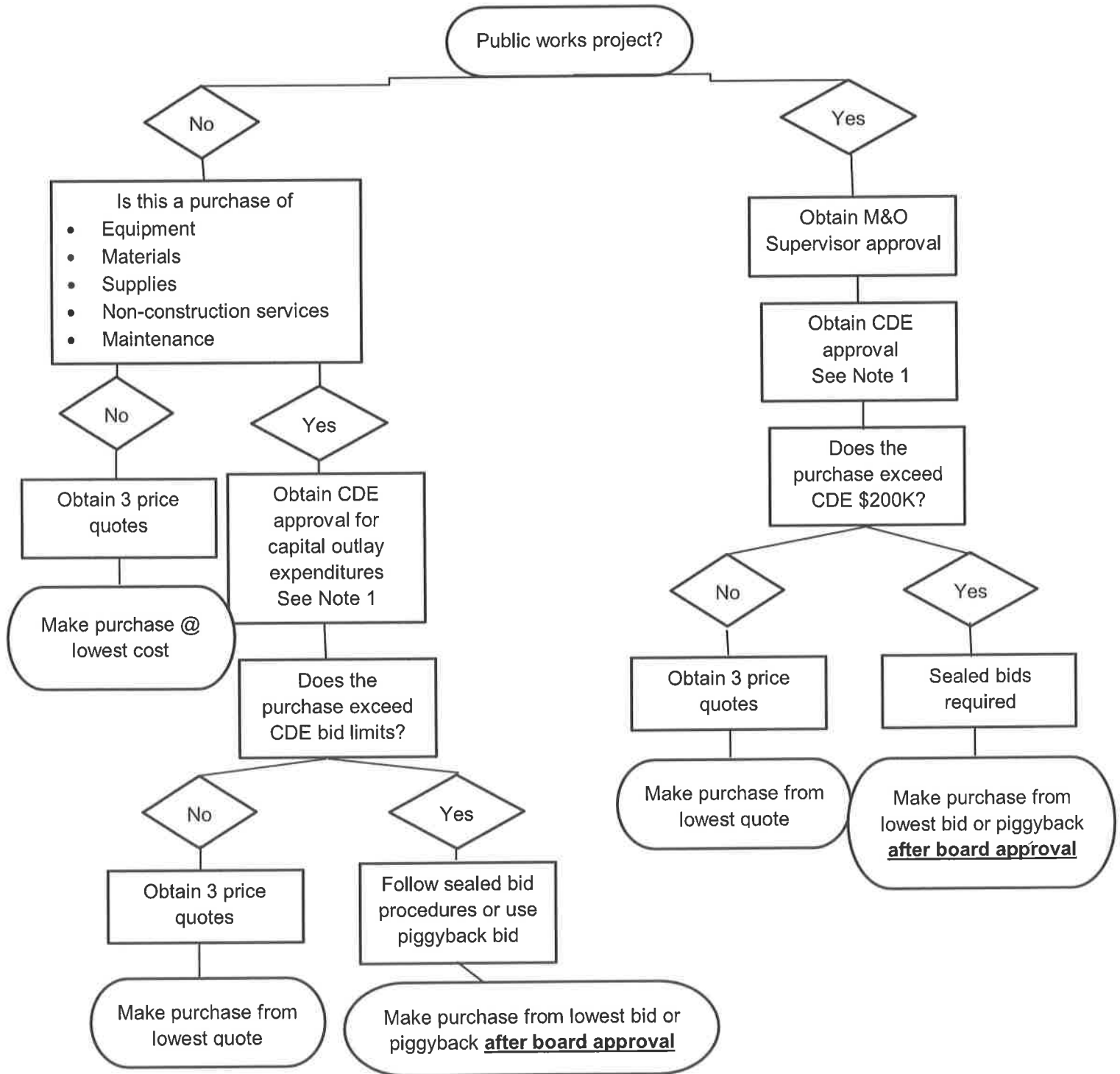
Federal regulations require the purchaser to obtain price or rate quotes from an adequate number of qualified sources.

Small purchases are still subject to the state bidding regulations for purchases of supplies, equipment and services for non-public works projects. In accordance with the requirements of the Public Contract Code Section 20111(a), the California State Superintendent of Public Instruction annually adjusts the bid limit that sets the requirement for competitive bids. The bid limit applies to 1) the purchase of equipment, materials and supplies; 2) services, except for construction services; and 3) repairs, including maintenance projects that are not public projects (Note: at the time this manual was written, the established bid limit was \$92,600. Please consult the Assistant Superintendent of Business for the current bid limit in effect).

The state's definition of maintenance means routine, recurring and usual work for preserving, protecting and keeping a facility operating in a safe, efficient and continually usable condition for the intended purpose for which it was designed, improved, constructed, altered or repaired. Maintenance includes, but is not limited to carpentry, electrical, plumbing, glazing and other craft work designed to preserve the facility, as well as repairs, cleaning and other operations on machinery and other permanently attached equipment, but does not include painting, repainting or decorating other than touch-up. All expenditures for maintenance services must be coordinated with the Maintenance Supervisor.

For public works projects, the district has elected to become a participating member of the California Uniform Public Construction Cost Accounting Act (CUPCCA) pursuant to the Public Contract Code § 22030. The district follows the CUPCCA accounting procedures when awarding contracts for public works projects (AR 3311.1 in Board Policy). Public works projects include painting, repainting, construction, erection, alteration, renovation, improvement, demolition and repair work involving and District-owned, leased or operated facility. Projects of \$45,000 or less may be performed by district employees by force account, negotiated contract, or purchase order. Informal bids may be used to grant contracts for public works projects that do not exceed \$200,000. All expenditures for public works projects must be coordinated with the Maintenance Supervisor.

Small Purchase Process (\$10,001 - \$250,000)



Note 1 – The Food Service Department should consult the USDA Capital Expenditure Approved List to determine if CDE approval is necessary.

Procurement by Sealed Bids

When sealed bids are required, bids are publicly solicited and a firm fixed price contract is awarded to the responsible bidder whose bid conforms to all material terms and conditions of the invitation for bids and is the lowest in price. The sealed bid method is the preferred method for procuring construction contracts.

Public works projects in excess of \$200,000 are subject to formal bidding procedures. All expenditures for public works projects must be coordinated with the Maintenance Supervisor. Bids are awarded by the Governing Board.

Bidding Procedures

AR 3311.1 in Board Policy outlines the informal and formal bidding procedures used by the District.

Competitive Process

1. For Non-Public Works Projects

To utilize the sealed bid method, the following conditions should be present:

- A complete, adequate and realistic specification or purchase description is available.
- Two or more responsible bidders are willing and able to compete effectively for the business.
- The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally based on price.

If sealed bids are used, the following requirements apply:

- Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids and must be publically advertised.
- The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond.
- All bids will be opened at the time and place prescribed in the invitation for bids and must be opened publically.
- A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder.

Where specified in bidding documents, factors such as discounts, transportation costs and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of.

Any or all bids may be rejected if there is a sound documented reason.

Advertising for bids is done by placing a notice at least once a week for two weeks in a local newspaper of general circulation that is published in the District, or if no such newspaper exists, then it is advertised in some newspaper of general circulation that is circulated in the county. In addition, the advertisement may be posted on the District's website or through an electronic portal.

The notice shall state the work to be done or materials or supplies to be furnished and the time, place and website where bids will be opened. If a mandatory pre-bid conference will be conducted, the notice shall contain the time, date and location of the conference, site visit or meeting and details regarding when and where project documents, including the final plan and specifications, are available. Any such mandatory visit or meeting shall occur not less than five calendar days after the publication of the notice.

2. For Public Works Projects

Competitive Proposals

The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost reimbursement type contract is awarded. If this method is used, the following requirements apply:

- Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical.
- Proposals must be solicited from an adequate number of qualified sources.
- Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

The District may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services through A/E firms.

Contracting with Small and Minority Business, Women's Business Enterprises and Labor Surplus Area Firms

The District must take all necessary affirmative steps to assure that minority businesses, women's business enterprises and labor surplus area firms are used when possible. Affirmative steps must include:

- Placing qualified small and minority business and women's business enterprises on solicitation lists.
- Assuring that small and minority business and women's business enterprises are solicited whenever they are potential sources.
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business enterprises and women's business enterprises.
- Establishing delivery schedules, where the requirements permit, which encourage participation by small and minority businesses and women's business enterprises.
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- Requiring the prime contractor, if subcontracts are to be let, to make the affirmative steps listed in the previous bullets.

Contract Cost and Price

The District must perform a cost or price analysis in connection with every procurement action of more than \$250,000 or more, including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the purchaser must make independent estimates before receiving bids or proposals.

The District must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration is given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance and industry profit rates in the surrounding geographical area for similar work.

Noncompetitive Proposals (Sole Sourcing)

Procurement by noncompetitive proposals is procurement through solicitations of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- The item is available only from a single source.
- The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation.
- The federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the District.
- After solicitation from a number of sources, competition is determined to be inadequate.

Full and Open Competition

All procurement transactions must be conducted in a manner providing full and open competition consistent with 2 CFR § 200.319. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work or invitations for bids or requests for proposals must compete for such procurements. Some of the situations considered restrictive of competition include, but are not limited to:

- Placing unreasonable requirements on firms in order for them to qualify to do business.
- Requiring unnecessary experience and excessive bonding.
- Noncompetitive pricing practices between firms or between affiliated companies.
- Noncompetitive contracts to consultants that are on retainer contracts.
- Organizational conflicts of interest.
- Specifying only a "brand name" product instead of allowing an "an equal" product to be offered and describing the performance or other relevant requirements of the procurement.
- Any arbitrary action in the procurement process.

The District must conduct procurements in a manner that prohibits the use of geographical preferences, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. When contracting for architectural and engineering services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

The District must insure that all prequalified lists of persons, firms or products that are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. In addition, the District must not preclude potential bidders from qualifying during the solicitation period.

Solicitation language should incorporate a clear and accurate description of the technical requirements for the material, product or service to be procured. Such description must not, in competitive procurements, contain features that unduly restricts competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated and identify all requirements which the vendors must fulfill and all other factors to be used in evaluating bids or proposals.

Conflict of Interest Requirements

The District complies with the requirements of state law and the Uniform Guidance for conflicts of interest and mandatory disclosures for all procurements with federal funds.

No employee, officer or agent may participate in the selection, award or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest arises when the employee, officer or agent, or any member of his/her immediate family, his/her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

Each employee, board member or agent of the District who is engaged in the selection, award or administration of a contract supported by a federal grant or award and who has a potential conflict of interest must disclose that conflict in writing to the Superintendent.

The officers, employees and agents of the District may neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts.

The Superintendent will disclose in writing to the Governing Board and the federal awarding agency or other pass-through entity, in a timely manner, all violations of

federal criminal law involving fraud, bribery or gratuities potentially effecting any federal award.

The Governing Board, the Superintendent and the Assistant Superintendent of Business are required to submit a Statement of Economic Interest, also known as the Form 700 to the Fair Political Practice Commission (FPPC). This provides transparency and ensures accountability. The submission of this form provides necessary information to the public about an official's personal financial interests to ensure that officials are making decisions in the best interest of the District and not enhancing their personal finances. It also serves as a reminder to the individual submitting the Form 700 of potential conflicts of interest so that they can abstain from making or participating in District decisions that are deemed conflicts of interest.

Contract Administration

The contract manager will vary based on the type of contract. The contract manager is responsible for the following:

- Coordinating communications with the vendor.
- Evaluating the qualifications of the contract personnel for compliance with contract requirements.
- Determining acceptability of reports and deliverables produced by the contractor.
- Approving or rejecting contract payment requests.
- Ensuring the contract amendments are in writing and approved by the Assistant Superintendent of Business.
- Providing complete contract files to the Business Office where they will be maintained.

Property Management Systems

To comply with AR 3440 in Board Policy, an inventory of capital assets will be maintained by the Receptionist using the FAMP program for all equipment valued in excess of \$500. In accordance with AR 3512 in Board Policy, assets will be kept in good condition and will be safeguarded to prevent loss, damage or theft.

Each piece of equipment will have a bar code assigned to it that identifies the District name and bar code number. The FAMP program will be used to document a description of the fixed asset, a serial number or other identification number, the source of funds used to purchase the property, the acquisition date, the cost, the location, the use and condition of the property and any ultimate disposition information including the date of disposal and the sales price.

At least once every two years, a physical inventory of the property is conducted with the results reconciled to the FAMP inventory records.

Equipment purchased for use in a federal program shall be used in that program as long as needed, whether or not the program continues to be supported by federal funds. The equipment may be used in other activities currently or previously supported by a federal agency when such use does not interfere with the work on the project or program for which it was originally acquired or when use of the equipment is no longer needed for the original program.

Disposal of Equipment

The Board approves all disposals of equipment. Grant managers must request permission to dispose of equipment by completing a FAMP Disposal form and submitting it to the Superintendent's office.

In the event that the District is provided equipment that is federally owned, the District shall request disposition instructions from the federal awarding agency when it no longer needs the equipment.

When the District has a need to replace equipment originally purchased with funds from a federal grant, it may, subject to the approval of the awarding agency, trade in the original equipment or sell the property and use the proceeds to offset the cost of the replacement property.

When any original or replacement equipment or supplies acquired under a federal grant are no longer needed for the original project or program or for other federally supported activities, the District may retain or sell such items, or if the item(s) has an aggregate

current fair market value that does not exceed \$2,500, may otherwise dispose of the item in a manner approved by the Governing Board. Whenever the District sells equipment or supplies that have a current fair market value of \$5,000 or more, it shall provide an amount to the federal awarding agency equal to the agency's share of the current market value of the equipment or the proceeds from the sale.

Surplus or obsolete personal property may be disposed through any of the following methods:

- Advertise for bids by posting a notice in at least three public places in the District for at least two weeks, or by publishing a notice at least once a week for at least two weeks in a newspaper having a general circulation in the District and, if possible, publishing within the District. The property shall be sold to the highest responsible bidder or shall reject all bids. Property for which no qualified bid has been received may be sold without further advertising.
- By means of a public auction.
- Without advertising for bids under any of the following conditions:
 - The Governing board unanimously determines that the property does not exceed \$2,500 in value.
 - The property is sold to agencies of the federal, state or local government or to another school district or any agency eligible under the federal surplus property law and the sale price equals the cost of the property plus the estimated cost of purchasing, storing and handling.
 - The property is sold or leased to agencies of the federal, state or local government or to any other school district and the price and terms of sale/lease are fixed by the Governing Board and approved by the County Superintendent of Schools.

Compensation Policies

Compensation for personal services includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the federal award, including but not necessarily limited to wages and salaries.

Compensation for personal services may also include fringe benefits. Costs of compensation are allowable if they are reasonable for the services rendered and conforms to the established policy of the District consistently applied to both federal and non-federal awards and they follow an appointment made in accordance with the District's normal hiring policies.

Standards for Documentation of Personnel Expenditures

The cost objective(s) on which an employee works is the main factor in determining whether federal time documentation requirements can be satisfied by a periodic personnel certification or whether the requirements must be met through the more detailed Personnel Activity Report (PAR).

Salaries and wages used in meeting cost sharing or matching requirements of federal awards must also be supported by one of these methods.

Charges to federal awards for salaries must be based on records that accurately reflect the work performed. These records must:

- Be supported by a system of internal control that provides reasonable assurance that the charges are accurate, allowable and properly allocated.
- Be incorporated into the official records of the District.
- Reasonably reflect the total activity for which the employee is compensated by the District, not exceeding 100% of compensated activities.
- Encompass both federally-assisted and all other activities compensated by the District on an integrated basis.
- Comply with the established accounting policies and practices of the District.
- Support the distribution of the employee's salary among specific activities or cost objectives.

Budget estimates (i.e. estimates determined before the services are performed) alone do not qualify as support for charges to federal awards. They can be used for interim purposes as long as 1) the estimates are reasonable approximations of the activity to be performed, and 2) differences are identified and entered into the records in a timely

manner. All necessary adjustments must be made such that the final amount charged to the federal award is accurate, allowable and properly allocated.

Single Cost Objective

A set of work activities may be considered a single cost objective when both the service(s) being performed and the population(s) being served are allowable under any of the programs supporting the cost objective. Costs allocable to a cost objective must be allowable under any of the programs that fund the activities. Following are examples of employees working on a single cost objective:

- Single funded activity – An employee works solely on activities of a single federal program.
- Schoolwide program – A school site employee works solely in a school with a schoolwide plan that has been approved by the California Department of Education.
- Combined federal and state awards – An employee is funded by a mixture of federal and/or state awards where the services provided and the populations served are eligible and allowable under any of the awards. An example of this would be Special Education program staff that spend all of their time working within the Special Education program.
- Combined federal, state and local awards – An employee who is funded by a mixture of federal, state and local resources where the services provided and the populations served are allowable and eligible under any of the funding sources. An example of this would be a Food Service worker that spends all of his/her time in the preparation and serving of school meals.

Multiple Cost Objectives

When an employee works on more than one award and the activities performed may not be considered a single cost objective, the employee is considered to work on multiple cost objectives.

Time and Effort Documentation

Periodic (Semiannual) Certification

Employees who work solely on a single federal award or cost objective need only complete a periodic certification. The periodic certification must:

- Be prepared at least semiannually.
- Be signed by the employee or supervisor having firsthand knowledge of the work performed by the employee.
- State that the employee worked solely on that single federal program or cost objective during the period covered by the certification.

Where multiple employees work on the same cost objective, a blanket certification may be used as the documentation for all employees who worked on the cost objective.

Personnel Activity Report

Employees who work on multiple activities or cost objectives of which at least one is federal must complete a Personnel Activity Report (PAR).

A PAR must:

- Reflect an after-the-fact distribution of the actual activity of each employee.
- Account for the total activity for which an employee is compensated.
- Be prepared at least monthly.
- Be signed by the employee.

Substitute Systems for Time Accounting

2 CFR § 200.430 allows for the use of substitute systems for time accounting using sampling methods that meet statistical sampling methods for allocating salaries. The United States Department of Education has approved two such systems for California's school districts to use for substantiating federal salary charges for those employees working on multiple-funded activities or cost objectives.

1) Substitute System Based on Sampling Method

This system allows the District to collect PARs from employees every fourth month (three times a year). The information from these PARs is used both to reconcile the

federal timekeeping estimates from the previous three months and to estimate the percentage of time employees will spend on various federal programs in the next three months. If this system is chosen, all multi-funded employees, who would otherwise be required to complete PARs must participate in this system. Employees funded solely from a single federal source or whom work on a single cost objective must not participate in the sampling method substitute system to avoid distorting the multi-funded data.

2) Substitute System Based on Employee's Predetermined Schedule

The District may use alternative documentation, such as a master schedule, instead of a PAR to document the time and effort of an employee who works on multiple activities or cost objectives who does so on a predetermined, or fixed, schedule. An individual documenting time and effort under this substitute system is permitted to certify time and effort on a semiannual basis.

In order to use this system, the District must submit a management certification to the California Department of Education that certifies that only eligible employees will participate in this substitute system and that the system used to document employee work schedules has sufficient controls to ensure that the schedules are accurate. Additionally, the certification must include a full disclosure of any known deficiencies with the system or known challenges with implementing the substitute system.

To be eligible to document time and effort under this substitute system, employees must meet the following guidelines:

- Work according to a schedule that includes multiple activities or cost objectives that must otherwise be supported by monthly PARs.
- Work on specific activities or cost objectives according to a predetermined schedule.
- Not work on multiple activities or cost objectives at the exact same time on their schedule.

Under this predetermined schedule substitute system, in lieu of PARs, eligible employees may support a distribution of their salaries through documentation of an established work schedule that meets the standards described below:

- Indicate the specific activity or cost objective that the employee works on for each segment of the employee's schedule.
- Account for the total hours for which the employee is compensated during the period reflected on the employee's schedule.
- Be certified at least semiannually and signed by the employee and by a supervisor having firsthand knowledge of the work performed by the employee.

Significant deviations from an employee's established schedule that require the employee to work on multiple activities or cost objectives at the exact same time must be documented by the employee using a PAR that covers the period during which the deviations occurred. Unplanned, unforeseen and infrequent deviations of less than 5% of the predetermined schedule are not generally considered significant.

Human Resource Procedures

The District's procedures for hiring and terminating employees must be followed when staffing federal programs.

Staffing requests are submitted to the Senior Personnel Technician. Once the Superintendent approves the staffing request, the Senior Personnel Technician will advertise the position and provide notifications to bargaining unit members, if applicable. Once applicants are screened and interviewed, the interview committee will submit a hiring recommendation to the Superintendent to review. The Superintendent will consider the hiring committee's recommendation before placing a potential employee on the Personnel Assignment Order (PAO). An employee will not start working for the District prior to the Governing Board's approval of the PAO.

Employment changes and terminations follow the same approval process.

The Assistant Superintendent of Business reviews all requests for new positions and assignment modifications prior to Board approval. The Assistant Superintendent of Business maintains position control for budget purposes in the ESCAPE financial system. The Senior Personnel Technician electronically makes employee assignments to available positions in ESCAPE.

Record Retention

The District maintains financial reports for grant activity and support for the expenditure of grant funds. Financial records, supporting documents, statistical records and all other District records pertinent to a federal award must be retained for a period of three years from the date of submission of the final expenditure report. Consequently, the District must retain all federal grant records for a minimum of three years after submission of a final expenditure report, unless otherwise notified in writing by the awarding agency, cognizant agency for audit, oversight agency for audit or cognizant agency for indirect costs to extend the retention period. However, if any litigation, claim or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims or audit findings are complete.

AR 3580 in Board Policy, in compliance with Title V of the California Code of Regulations, provides further guidance on record retention. The official budget, financial reports, audits, attendance reports, other major annual reports, Board minutes, the call and results of any elections, records pertaining to reorganization, personnel records, student records pertaining to enrollment, scholarship and accidents and property records relating to land, buildings and equipment are all classified as permanent records and may not be destroyed.

Most records may be maintained in either paper or electronic form. Electronic storage will provide an easier means to share documents upon request.

Access to Records

The District provides the awarding agency, the Inspector General, the Comptroller General of the United States, pass-through entities or any of their authorized representatives the right to access any documents, papers or other records of the District which are pertinent to the federal award in order to make audits, examinations, excerpts and transcripts. This right is facilitated by timely and reasonable access to the District's personnel for the purpose of interview and discussion related to such documents.

The Family Education Rights and Privacy Act (FERPA) is a federal law that protects the privacy of student education records. The District will protect personal information of both students and employees as required by law.

Subrecipient Monitoring

In the event that the District awards subgrants to other entities, it remains responsible for monitoring those grant subrecipients to ensure compliance with federal, state and local laws. Monitoring is the regular and systematic examination of all aspects associated with the administration and implementation of a program. Any findings noted during monitoring must be corrected.

Audit Resolution

The District participates in a cooperative audit resolution process that includes the use of audit follow-up techniques that promote prompt corrective action by improving communication, fostering collaboration, promoting trust and developing an understanding with the federal awarding agency. This approach is based on:

- A strong commitment to program integrity.
- Strengthening partnerships and working cooperatively with the federal awarding agency and the District's independent auditors.
- A focus on current conditions and corrective action going forward.
- Federal awarding agencies offering appropriate relief for past noncompliance when audits show prompt corrective action has occurred.
- Knowledge that continued failure to correct conditions identified by audits which are likely to cause improper payments, fraud, waste or abuse is unacceptable and will result in sanctions.

In accordance with Board Policy 3460, the District's Governing Board reviews the annual audit at an open meeting along with any audit exceptions identified in the audit, the recommendations or findings of any management letter issued by the auditor and any description of correction or plans to correct any exceptions.

California Education Code 41344 provides that a local education agency that receives an apportionment significant audit exception, or owes a penalty arising from an audit exception, may appeal such exceptions with the Education Audit Appeals Panel (EAAP). The EAAP serves as the neutral arbiter in the informal and formal administrative appeals process. The appeal panel consists of the Superintendent of Public Instruction, the Director of the Department of Finance and a designee of the Fiscal Crisis and Management Assistant Team.

Nondiscrimination in District Programs and Activities **(Board Policy 0410)**

The Governing Board is committed to providing equal opportunity for all individuals in District programs, activities and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information, a perception of one or more of such characteristics, or association with a person or group with one or more of these actual or perceived characteristics.

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

Complaint Procedures

The District has established procedures for the employees, parents and community members to submit complaints. Policies and procedures addressing complaints are categorized as follows:

- Complaints against District Employees (Board Policy 1312.1) – The Superintendent or designee shall determine whether a complaint should be considered a complaint against the District and/or an individual employee, and whether it should be resolved by the District's process for complaints concerning personnel and/or other District procedures.
- Complaints against Board Members (Board Policy 1312.1) – Complaints should be filed in writing directly with the Governing Board.
- Complaints Concerning Instructional Materials (Board Policy 1312.2) – The District uses a comprehensive process to adopt instructional materials that is based on selection criteria established by law and board policy and includes opportunities for the involvement of parents/guardians and community members. Complaints concerning the content or use of instructional materials shall be properly and fairly considered using established complaint procedures.
- Uniform Complaint Procedures (Board Policy 1312.3) – The District is responsible to ensure compliance with applicable federal and state regulations governing its programs. To resolve complaints which may require a more formal process, the Governing Board adopts the uniform system of complaint processes specified in Title V of the California Code of Regulations § 4600-4670. These procedures are used to investigate and resolve the following complaints:
 - Any complaint alleging violation of applicable federal or state law or regulations governing adult education programs, after school education and safety programs, migrant education, career technical education and training programs, child care and development programs, child nutrition programs, special education programs, consolidated categorical aid programs and any other district-implemented program which is listed in Education Code 64000(a).
 - Any complaint alleging the occurrence of unlawful discrimination against any student employee or other person participating in district programs and activities.
 - Any complaint alleging noncompliance with the requirement to provide reasonable accommodation to a lactating student on campus.

- Any complaint alleging District noncompliance with the prohibition against requiring students to pay fees, deposits or other charges for participation in education activities.
- Any complaint alleging noncompliance with legal requirements related to the implementation of the local control and accountability plan.
- Any complaint, by or on behalf of any student who is a foster youth, alleging noncompliance with any legal requirement applicable regarding placement decisions, the responsibilities of the District's educational liaison, the award of credit for coursework completed in another school or district, school transfer, or the grant of exemption from graduation requirements.
- Any complaint, by or on behalf of a homeless or former juvenile court school student alleging noncompliance with any requirement applicable regarding the award of credit for coursework completed in another school or district or the grant of an exemption from graduation requirements.
- Any complaint alleging noncompliance that prohibit the assignment of a student to a course without educational content for more than one week in any semester or to a course the student has previously satisfactorily completed.
- Any complaint alleging noncompliance with the physical education instructional minutes requirements.
- Any complaint alleging retaliation against a complainant or other participant in the complaint process.
- Williams Uniform Complaint Procedures (Board Policy AR 1312.4) – This policy is used to resolve the following complaints:
 - Complaints regarding the insufficiency of textbooks and instructional materials.
 - Complaints regarding teacher vacancy or misassignment.
 - Complaints regarding the condition of school facilities.

The District desires that complaints be resolved expeditiously without disrupting the education process.

Oroville Union High School District

Memorandum

To: Board of Trustees
From: Rick Sanders, Transportation Director
Date: August 6, 2019
Subject: **Private Bus Companies**

I have reviewed the terminal inspection records for the following charter companies from the California Highway Patrol. I felt these companies are safe for the district to use during the 2019/2020 school year. If a negative inspection comes in, I will remove them from the list.

Mt, Lassen Motor Transit, Inc.

Lux Bus America

Oroville Union High School District

Memorandum

TO: Board of Trustees
FROM: Rick Sanders, Transportation Director
DATE: August 7, 2019
SUBJECT: Disposition of Surplus Vehicles

I am requesting the following vehicles be listed as surplus and sold and proceeds from the sale be earmarked for future vehicle purchases.

1990 Ford Van 1FTEE14Y7LHA10575

Small off road Trailer

Thank you,

Rick Sanders

First Reading of BP's and AR's

Maintaining Appropriate Adult-Student Interactions (BP 4119.24, 4219.24, 4319.24)

(BP added) New policy addresses the avoidance of unlawful and inappropriate interactions between staff and students, an employee's responsibility to report another employee's violation of this policy, disciplinary consequences for staff, referral to law enforcement when appropriate, the requirement to post the code of conduct on school and/or district websites, and examples of conduct that are inappropriate or can create the appearance of impropriety.

Athletic Competition (BP/AR/E 6145.2)

(BP/AR revised) Policy updated to reflect NEW LAW (AB 2009) which requires any district that offers an interscholastic athletic program to develop a written emergency action plan to be followed in the event of sudden cardiac arrest or other medical emergency.

Regulation updated to reflect requirement of AB 2009 to make an automated external defibrillator available at athletic events. Regulation also includes new section on "Heat Illness" reflecting NEW LAW (AB 2800) which requires coaching education programs to include training on the signs and symptoms of, and appropriate response to, heat illness. Also updated to reflect NEW LAW (SB 1109, 2018) which requires districts to annually provide student athletes and their parents/guardians an opioid fact sheet produced by the Centers for Disease Control and Prevention.

Remuneration, Reimbursement and Other Benefits (BB 9250)

This bylaw has been updated to include the \$35 stipend per month that each board member started receiving last year to meet Medicare requirements as well as the health benefit cap being equal to what district administration receives.

Personnel

Maintaining Appropriate Adult-Student Interactions

The Governing Board desires to provide a positive school environment that protects the safety and well-being of district students. The Board expects all adults with whom students may interact at school or in school-related activities, including employees, independent contractors, and volunteers, to maintain the highest professional and ethical standards in their interactions with students both within and outside the educational setting. Such adults shall not engage in unlawful or inappropriate interactions with students and shall avoid boundary-blurring behaviors that undermine trust in the adult-student relationship and lead to the appearance of impropriety.

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

Employees are prohibited from entering into or attempting to form a romantic or sexual relationship with any student or engaging in sexual harassment of a student, including sexual advances, flirtations, requests for sexual favors, inappropriate comments about a student's body or appearance, or other verbal, visual, or physical conduct of a sexual nature.

(cf. 5145.7 - Sexual Harassment)

Adults shall not intrude on a student's physical or emotional boundaries unless necessary in an emergency or to serve a legitimate purpose related to instruction, counseling, student health, or student or staff safety.

Any employee who observes or has knowledge of another employee's violation of this policy shall report the information to the Superintendent or designee or appropriate agency for investigation pursuant to the applicable complaint procedures. Other adults with knowledge of any violation of this policy are encouraged to report the violation to the Superintendent or designee. The Superintendent or designee shall protect anyone who reports a violation from retaliation. Immediate intervention shall be implemented when necessary to protect student safety or the integrity of the investigation.

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

Employees who engage in any conduct in violation of this policy, including retaliation against a person who reports the violation or participates in the complaint process, shall be subject to discipline, up to and including dismissal. Any other adult who violates this policy may be barred from school grounds and activities in accordance with law. The Superintendent or designee may also notify law enforcement as appropriate.

(cf. 4117.7/4317.7 - Employment Status Reports)

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

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

The district's employee code of conduct addressing interactions with students shall be provided to parents/guardians at the beginning of each school year and shall be posted on school and/or district web sites. (Education Code 44050)

Maintaining Appropriate Adult-Student Interactions (Cont.)

(cf. 1113 - District and School Web Sites)

(cf. 5145.6 - Parental Notifications)

Inappropriate Conduct

Employees shall remain vigilant of their position of authority and not abuse it when relating with students. Examples of employee conduct that can undermine professional adult-student interactions or create the appearance of impropriety include, but are not limited to:

1. Initiating inappropriate physical contact
2. Being alone with a student outside of the view of others
3. Visiting a student's home or inviting a student to visit the employee's home without parent/guardian consent
4. Maintaining personal contact with a student that has no legitimate educational purpose, by phone, letter, electronic communications, or other means, without including the student's parent/guardian or the principal

When communicating electronically with students, employees shall use district equipment or technological resources when available. Employees shall not communicate with students through any medium that is designed to eliminate records of the communications. The Superintendent or designee may monitor employee usage of district technology at any time without advance notice or consent.

(cf. 4040 - Employee Use of Technology)

5. Creating or participating in social networking sites for communication with students, other than those created by the district, without the prior written approval of the principal or designee
6. Inviting or accepting requests from students, or former students who are minors, to connect on personal social networking sites (e.g., "friending" or "following" on social media), unless the site is dedicated to school business
7. Singling out a particular student for personal attention and friendship, including giving gifts and/or nicknames to individual students
8. Addressing a student in an overly familiar manner, such as by using a term of endearment
9. Socializing or spending time with students outside of school-sponsored events, except as participants in community activities
10. Sending or accompanying students on personal errands unrelated to any legitimate educational purpose
11. Transporting a student in a personal vehicle without prior authorization

OROVILLE UNION HIGH SCHOOL DISTRICT

BP 4119.24, 4219.24, 4319.24 (c)

Maintaining Appropriate Adult-Student Interactions (Cont.)

12. Encouraging students to confide their personal or family problems and/or relationships
13. Disclosing personal, family, or other private matters to students or sharing personal secrets with students

Legal Reference

EDUCATION CODE

44030.5 Employment status reports

44050 Employee code of conduct; employee interactions with students

44242.5 Reports and review of alleged misconduct

44940 Sex offenses and narcotic offenses; compulsory leave of absence

48980 Parental notifications

PENAL CODE

11164-11174.3 Child Abuse and Neglect Reporting Act

CODE OF REGULATIONS, TITLE 5

80303 Reports of change in employment status, alleged misconduct

80304 Notice of sexual misconduct

Adopted:

Instruction

Athletic Competition

The Governing Board recognizes that the district's athletic program constitutes an integral component of the educational program and helps to build a positive school climate. The athletic program also promotes the physical, social, and emotional well-being and character development of participating students. The district's athletic program shall be designed to meet students' interests and abilities and shall be varied in scope to attract wide participation.

(cf. 3541.1 - Transportation for School-Related Trips)
(cf. 5030 - Student Wellness)
(cf. 5137 - Positive School Climate)
(cf. 6142.7 - Physical Education and Activity)
(cf. 7110 - Facilities Master Plan)

All athletic teams shall be supervised by qualified coaches to ensure that student athletes receive appropriate instruction and guidance related to safety, health, sports skills, and sportsmanship. Athletic events shall be officiated by qualified personnel.

(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)

The Board encourages business and community support for district athletic programs, subject to applicable district policies and regulations governing advertisements and donations.

(cf. 1260 - Educational Foundation)
(cf. 1321 - Solicitation of Funds from and by Students)
(cf. 1325 - Advertising and Promotion)
(cf. 1700 - Relations Between Private Industry and the Schools)
(cf. 3290 - Gifts, Grants and Bequests)

Nondiscrimination and Equivalent Opportunities in the Athletic Program

The district's athletic program shall be free from discrimination and discriminatory practices prohibited by state and federal law, including, but not limited to, the use of any racially derogatory or discriminatory school or athletic team name, mascot, or nickname. The Superintendent or designee shall ensure that equivalent athletic opportunities are provided for males and females, and that students are permitted to participate in athletic activities consistent with their gender identity.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)

Any complaint alleging discrimination in the district's athletic program shall be filed in accordance with the district's uniform complaint procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

Athletic Competition (Cont.)

California Interscholastic Federation

Any district school that participates in the California Interscholastic Federation (CIF) shall conduct its athletic activities in accordance with CIF bylaws and rules and any applicable district policy and regulation. The Superintendent or designee shall have responsibility for the district's interscholastic athletic program, while the principal or designee at each participating school shall be responsible for site-level decisions, as appropriate.

The Board shall annually designate a representative to the local CIF league from each school that participates in CIF sports. The Superintendent or designee shall recommend a candidate for the position who demonstrates an understanding of the district's goals for student learning and interscholastic activities, knowledge of the athletic programs, awareness of the implications of league decisions for the school and the district, and interpersonal communication and leadership skills.

The designated representative(s) shall vote on issues that impact interscholastic athletics at the league and section levels, perform any other duties required by the CIF league, and report regularly to the Board on league, section, and statewide issues related to athletic programs.

(cf. 0500 - Accountability)

Student Eligibility

Eligibility requirements for student participation in the district's interscholastic athletic program, including requirements pertaining to academic achievement, shall be the same as those set by the district for participation in extracurricular and co-curricular activities.

(cf. 3530 - Risk Management/Insurance)
(cf. 5111.1 - District Residency)
(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 6145 - Extracurricular and Co-curricular Activities)
(cf. 6146.1 - High School Graduation Requirements)
(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)

In addition, the Superintendent or designee shall ensure that students participating in interscholastic athletics governed by CIF satisfy CIF eligibility requirements.

Students shall not be charged a fee to participate in an athletic program, including, but not limited to, a fee to cover the cost of uniforms, locks, lockers, or athletic equipment.

(cf. 3260 - Fees and Charges)
(cf. 5143 - Insurance)

Athletic Competition (Cont.)

Sportsmanship

The Board values the quality and integrity of the athletic program and the character development of student athletes. Student athletes, coaches, parents/guardians, spectators, and others are expected to demonstrate good sportsmanship, ethical conduct, and fair play during all athletic competitions. They shall also abide by the core principles of trustworthiness, respect, responsibility, fairness, caring, and good citizenship and the Code of Ethics adopted by CIF.

Students and staff shall be subject to disciplinary action for improper conduct.

- (cf. 3515.2 - Disruptions)
- (cf. 4118 - Dismissal/Suspension/Disciplinary Action)
- (cf. 4218 - Dismissal/Suspension/Disciplinary Action)
- (cf. 5131 - Conduct)
- (cf. 5131.1 - Bus Conduct)
- (cf. 5131.4 - Student Disturbances)
- (cf. 5144 - Discipline)
- (cf. 5144.1 - Suspension and Expulsion/Due Process)
- (cf. 5144.2 - Suspension and Expulsion/Due Process (Individuals with Disabilities))

Health and Safety

The Board desires to give student health and safety the highest consideration in planning and conducting athletic activities.

Students shall have a medical clearance before participating in interscholastic athletic programs. Care shall be taken to ensure that all athletic trainings and competitions are conducted in a manner that will not overtax the physical capabilities of the participants. When appropriate, protective equipment shall be used to prevent or minimize injuries.

- (cf. 5131.61 - Drug Testing)
- (cf. 5131.63 - Steroids)
- (cf. 5141.3 - Health Examinations)
- (cf. 5141.6 - School Health Services)
- (cf. 5141.7 - Sun Safety)

Coaches and appropriate district employees shall take every possible precaution to ensure that athletic equipment is kept in safe and serviceable condition. The Superintendent or designee shall ensure that all athletic equipment is cleaned and inspected for safety before the beginning of each school year.

- (cf. 5142 - Safety)

The Superintendent or designee shall develop a written emergency action plan that describes the location of automated external defibrillator(s) and procedures to be followed in the event of sudden cardiac arrest or other medical emergency related to the athletic program's activities or events. The plan shall be posted in accordance with guidelines of the National Federation of State High School Associations. (Education Code 35179.4)

Athletic Competition (Cont.)

In the event of a serious injury or a perceived imminent risk to a student's health during or immediately after an athletic activity, the coach or any other district employee who is present shall remove the student athlete from the activity, observe universal precautions in handling blood or other bodily fluid, and/or seek medical treatment for the student as appropriate.

(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)
 (cf. 4119.43/4219.43/4319.43 - Universal Precautions)
 (cf. 5141 - Health Care and Emergencies)
 (cf. 5141.21 - Administering Medication and Monitoring Health Conditions)
 (cf. 5141.22 - Infectious Diseases)

Whenever a serious injury or illness is suffered by a student athlete, the Superintendent or designee shall notify the student's parent/guardian of the date, time, and extent of any injury or illness suffered by the student and any actions taken to treat the student.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination
 17578 Cleaning and sterilizing of football equipment
 17580-17581 Football equipment
 32220-32224 Insurance for athletic teams, especially:
 32221.5 Required insurance for athletic activities
 33353-33353.5 California Interscholastic Federation; implementation of policies, insurance program
 33354 California Department of Education authority over interscholastic athletics
 33479-33479.9 The Eric Parades Sudden Cardiac Arrest Prevention Act
 35160.5 District policies; rules and regulations
 35179 Interscholastic athletics
 35179.1 California High School Coaching Education and Training Program
 35179.4 Emergency action plan
 35179.5 Interscholastic athletics; limitation on full-contact practices
 35179.6 Automated external defibrillator, athletic activities
 48850 Interscholastic athletics; students in foster care and homeless students
 48900 Grounds for suspension and expulsion
 48930-48938 Student organizations
 49010-49013 Student fees
 49020-49023 Athletic programs; legislative intent, equal opportunity
 49030-49034 Performance-enhancing substances
 49458 Health examinations, interscholastic athletic program
 49475 Health and safety, concussions and head injuries
 49700-49701 Education of children of military families
 51242 Exemption from physical education for high school students in interscholastic athletic program

HEALTH AND SAFETY CODE

1797.196 Automated external defibrillator

PENAL CODE

245.6 Hazing

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs, especially:
 4920-4922 Nondiscrimination in intramural, interscholastic, and club activities
 5531 Supervision of extracurricular activities of students
 5590-5596 Employment of non-certificated coaches

Athletic Competition (Cont.)

UNITED STATES CODE, TITLE 20

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

CODE OF FEDERAL REGULATIONS, TITLE 34

106.31 Nondiscrimination on the basis of sex in education programs or activities

106.33 Comparable facilities

106.41 Nondiscrimination in athletic programs

COURT DECISIONS

Mansourian v. Regents of University of California, (2010) 602 F. 3d 957

McCormick v. School District of Mamaroneck, (2004) 370 F.3d 275

Kahn v. East Side Union High School District, (2003) 31 Cal. 4th 990

Hartzell v. Connell, (1984) 35 Cal. 3d 899

Management Resources:

CSBA PUBLICATIONS

Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Discrimination, March 2017

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 12-02, April 24, 2013

CALIFORNIA INTERSCHOLASTIC FEDERATION PUBLICATIONS

Athletic Department Emergency Action Plan: Response Teams

California Interscholastic Federation Constitution and Bylaws

A Guide to Equity in Athletics

Guidelines for Gender Identity Participation

Keep Their Heart in the Game: A Sudden Cardiac Arrest Information Sheet for Athletes and Parents/Guardians

Event Emergency Guidelines, 2013

Pursuing Victory with Honor, 1999

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

Heads Up: Concussion in High School Sports, Tool Kit, June 2010

Heads Up: Concussion in Youth Sports, Tool Kit, July 2007

Acute Concussion Evaluation (ACE) Care Plan, 2006

NATIONAL FEDERATION OF STATE HIGH SCHOOL ASSOCIATIONS PUBLICATIONS

Emergency Action Planning Guide for After-School Practices and Events

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

Withdrawal of Dear Colleague Letter on Transgender Students, Dear Colleague Letter, February 22, 2017

Intercollegiate Athletics Policy Clarification: The Three-Part Test - Part Three, Dear Colleague Letter, April 20, 2010

WEB SITES

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

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

California Interscholastic Federation: <http://www.cifstate.org>

Centers for Disease Control and Prevention, Concussion Resources:

<http://www.cdc.gov/concussion>

National Federation of State High School Associations: <http://www.nfhs.org>

National Operating Committee on Standards for Athletic Equipment: <http://www.nocsae.org>

U.S. Anti-Doping Agency: <http://www.usada.org>

U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/ocr>

Adopted: 4/78

Amended: 12/86, 8/21/02, 7/18/07, 2/17/10, 3/7/12, 8/16/17

Instruction

Athletic Competition

Nondiscrimination and Equivalent Opportunities in the Athletic Program

No student shall be excluded from participation in, be denied the benefits of, be denied equivalent opportunity in, or otherwise be discriminated against in interscholastic, intramural, or club athletics on the basis of any actual or perceived characteristic specified in law and BP 0410 -

Nondiscrimination in District Programs and Activities. (Education Code 220, 221.5, 230 5 CCR 4920, 34 CFR 106.41)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 5145.3 - Nondiscrimination/Harassment)

The Superintendent or designee may provide single-sex teams when selection for the teams is based on competitive skills. (5 CCR 4921; 34 CFR 106.41)

Each student shall be allowed to participate in any single-sex athletic program or activity consistent with the student's gender identity, irrespective of the gender listed on the student's records, for which the student is otherwise eligible to participate. (Education Code 221.5)

(cf. 5125 - Student Records)

When a school provides only one team in a particular sport for members of one sex, but provides no team in the same sport for members of the other sex, and athletic opportunities in the total program for that sex have been previously limited, members of the excluded sex shall be allowed to try out and compete with the team. The same standards for eligibility shall be applied to every student trying out for the team, regardless of sex, sexual orientation, gender, gender identity, gender expression, or other protected group status. (5 CCR 4921; 34 CFR 106.41)

The Superintendent or designee shall ensure that equivalent opportunities are available to both sexes in athletic programs by considering, among other factors: (5 CCR 4922; 34 CFR 106.41)

1. Whether the offered selection of sports and levels of competition effectively accommodate the interests and abilities of both sexes

The athletic program may be found to effectively accommodate the interests and abilities of both sexes using any one of the following tests: (Education Code 230)

- a. Whether the interscholastic-level participation opportunities for male and female students are provided in numbers substantially proportionate to their respective enrollments
- b. Where the members of one sex have been and are underrepresented among interscholastic athletes, whether the district can show a history and a continuing practice of program expansion that is demonstrably responsive to the developing interests and abilities of the members of that sex
- c. Where the members of one sex are underrepresented among interscholastic athletes and the district cannot show a history and continuing practice of program expansion as required in item #1b above, whether the district can demonstrate that the interests and abilities of the members of that sex have been fully and effectively accommodated by the present program

Athletic Competition (Cont.)

2. The provision and maintenance of equipment and supplies
3. Scheduling of games and practice times, selection of the season for a sport, and location of the games and practices
4. Travel and per diem allowances
5. Opportunities to receive coaching and academic tutoring
6. Assignment and compensation of coaches and tutors
7. Provision of locker rooms, practice facilities, and competitive facilities
8. Provision of medical and training facilities and services
9. Provision of housing and dining facilities and services
10. Publicity
11. Provision of necessary funds

Each school that offers competitive athletics shall, at the end of the school year, post on its school web site, or on the district web site if the school does not have a web site, the following information: (Education Code 221.9)

1. The total enrollment of the school, classified by gender
2. The number of students enrolled at the school who participate in competitive athletics, classified by gender
3. The number of boys' and girls' teams, classified by sport and by competition level

(cf. 1113 - District and School Web Sites)

The data reported for items #1-3 above shall reflect the total number of players on a team roster on the official first day of competition. The materials used to compile this information shall be retained by the school for at least three years after the information is posted on the web site. (Education Code 221.9)

(cf. 3580 - District Records)

Concussions and Head Injuries

The Superintendent or designee shall annually distribute to student athletes and their parents/guardians an information sheet on concussions and head injuries. The student and parent/guardian shall sign and return the information sheet before the student initiates practice or competition. (Education Code 49475)

(cf. 5145.6 - Parental Notifications)

Athletic Competition (Cont.)

The Superintendent or designee shall provide training to coaches and/or athletic trainers regarding concussion symptoms, prevention, and appropriate response. (Education Code 35179.1, 49032)

(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)

If a student athlete is suspected of sustaining a concussion or head injury in an athletic activity, the student shall be immediately removed from the activity for the remainder of the day. The student shall not be permitted to return to the activity until the student is evaluated by a licensed health care provider trained in the management of concussions and receives the health care provider's written clearance to return to the activity. If the health care provider determines that the student sustained a concussion or a head injury, the student shall also complete a graduated return-to-play protocol of no less than seven days in duration under the supervision of a licensed health care provider. (Education Code 49475)

A middle school or high school football team shall not hold a full-contact practice during the off-season and shall not conduct more than two full-contact practices per week during the preseason and regular season (from 30 days before the commencement of the regular season until the completion of the final interscholastic football game of that season). In addition, the full-contact portion of a practice shall not exceed 90 minutes in any single day. For these purposes, full-contact practice means a practice where drills or live action is conducted that involves collisions at game speed, where players execute tackles and other activity that is typical of an actual tackle football game. (Education Code 35179.5)

Heat Illness

The Superintendent or designee shall provide training to coaches and/or athletic trainers regarding the signs and symptoms of, and the appropriate response to, heat illness, including heat cramps, heat syncope, heat exhaustion, and exertional heat stroke. (Education Code 35179.1, 49032)

To assist in the prevention of heat illness, coaches and/or athletic trainers shall gradually increase the intensity and duration of exercise to acclimate student athletes to practice in the heat, provide adequate rest breaks, make water available during all athletic activities, and alter practice plans in extreme environmental conditions.

Sudden Cardiac Arrest

The Superintendent or designee shall distribute the California Interscholastic Federation (CIF) information sheet on sudden cardiac arrest to all student athletes who will be participating in a CIF-governed athletic activity and to their parents/guardians. The student and parent/guardian shall sign and return the information sheet prior to the student's participation in the athletic activity. If an athletic activity is not covered by CIF, the student and parent/guardian shall, prior to the student's participation in the athletic activity, sign and return an acknowledgement that they have received and reviewed the sudden cardiac arrest information posted on the California Department of Education's web site. (Education Code 33479.2, 33479.3)

The Superintendent or designee shall provide training to coaches and/or athletic trainers regarding the nature and warning signs of sudden cardiac arrest. (Education Code 33479.6, 33479.7, 35179.1, 49032)

Athletic Competition (Cont.)

If a student athlete passes out or faints, or is known to have passed out or fainted, while participating in or immediately following participation in an athletic activity, the student shall be removed from participation at that time. If a student exhibits any other symptoms of sudden cardiac arrest, including seizures during exercise, unexplained shortness of breath, chest pains, dizziness, racing heart rate, or extreme fatigue, the student may be removed from participation by a coach or other employee who observes these symptoms. If any such symptoms are observed, notification shall be given to the student's parent/guardian so that the parent/guardian can determine the treatment, if any, the student should seek. A student who has been removed from participation shall not be permitted to return until the student is evaluated and given written clearance to return to participation by a health care provider. (Education Code 33479.2, 33479.5)

Automated External Defibrillators

The Superintendent or designee shall acquire at least one automated external defibrillator (AED) for each district school and shall make the AED(s) available to coaches, athletic trainers, and/or other authorized persons at athletic activities or events for the purpose of providing emergency care or treatment to students, spectators, and other individuals in attendance at athletic activities and events. (Education Code 35179.6)

(cf. 5141 - Health Care and Emergencies)

The district shall comply with all requirements of Health and Safety Code 1797.196 pertaining to any AED acquired by the district, including, but not limited to, regular maintenance and testing of the AED and the provision and posting of information regarding the proper use of the AED. (Education Code 35179.6; Health and Safety Code 1797.196)

Additional Notifications

Before students participate in practice or competition as part of interscholastic athletic activities, the Superintendent or designee shall, in addition to providing the students and their parents/guardians with the notices described above, send a notice to the students and their parents/guardians which:

1. Contains information about the procedures for filing a discrimination complaint that arises out of an interscholastic athletic activity, including the name of the district's Title IX Coordinator

(cf. 1312.3 - Uniform Complaint Procedures)

2. Includes a copy of students' Title IX rights pursuant to Education Code 221.8
3. Explains that there is an element of risk associated with all athletic competitions and that the district cannot guarantee that students will not be injured, despite a commitment to every participant's health and welfare

(cf. 3530 - Risk Management/Insurance)

4. Provides information about insurance protection pursuant to Education Code 32221.5

(cf. 5143 - Insurance)

Athletic Competition (Cont.)

5. Requests parental permission for the student to participate in the program and, if appropriate, to be transported by the district to and from competitions

(cf. 3541.1 - Transportation for School-Related Trips)

6. States the district's expectation that students adhere strictly to all safety rules, regulations, and instructions, as well as rules and guidelines related to conduct and sportsmanship

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

7. Includes a copy of the local CIF league rules

8. Includes information about the CIF bylaw and district policy requiring any student athlete and the student's parent/guardian to sign a statement that the student will not use steroids, unless prescribed by a licensed health care practitioner, and will not use prohibited dietary supplements that include substances banned by the U.S. Anti-Doping Agency

(cf. 5131.63 - Steroids)

9. Includes the opioid fact sheet published by the Centers for Disease Control and Prevention in accordance with Education Code 49476. The district shall provide this fact sheet annually to each student athlete and shall require the student and the student's parent/guardian to sign a document acknowledging receipt of the fact sheet.

Student Athletic Code

The philosophy of the Oroville Union High School District stresses the belief an athlete is expected to represent high standards, more so than that of the regular student, and that the athletic code will apply to all athletes in our district. An athlete is described as any student participating in athletic practices and/or contests under the control and jurisdiction of the District.

We are concerned with maintaining PRIDE in our athletic programs, and believe that outstanding physical condition and high moral standards are top goals for our athletes. The district embraces the CIF "Pursuing Victory With Honor" as adopted by CIF.

The following rules and regulations govern all athletes that represent Las Plumas and Oroville High Schools in any kind of interscholastic competition and are in addition to California Interscholastic Federation and Northern Section California Interscholastic Federation regulations.

These guidelines are designed to promote the ideals of sportsmanship, pride in representing the school district, and insure acceptable standards of participation. They apply to each student athlete during their season of sport.

1. Scholastic Requirements

- A. To be eligible for any team, a student will not be permitted to have more than two (2) failing grades (F) or incompletes (I), regardless of the number of subjects he/she is taking. He/she must be passing at least twenty (20) credits.

Athletic Competition (Cont.)

- B. The academic probationary period may be used once in the four-year time frame (less for a transfer student) that a student is enrolled in the Oroville Union High School District. The academic probationary period is defined as a quarter. The GPA that determines whether a Probationary Period is needed is the previous grading period. During the academic probationary period, a student may participate in athletics without a 2.0 GPA. However, the student is still subject to the guidelines set forth in the district's Extracurricular Code. The school may set up a system by which an athlete using a Probationary Period can be monitored and checked for grade improvement.
- C. Students must show minimum progress toward meeting the high school graduation requirements prescribed by the governing board.
 Juniors must have a minimum of 50 credits at the beginning of the first semester.
 Juniors must have a minimum of 90 credits at the beginning of the second semester.
 Seniors must have a minimum of 140 credits at the beginning of the first semester.
 Seniors must have a minimum of 180 credits at the beginning of the second semester.
- D. Students who do not achieve satisfactory educational progress or maintain at least a quarterly 2.0 GPA will be ineligible. The grading periods used for calculating the grade point average will be first quarter, first semester, third quarter and second semester and Summer School
- E. Ineligible athletes to be considered scholastically eligible shall be required to make up failed graduation requirements in summer school, night school or alternative education. These failed courses must be made up by taking the equivalent class. The grades earned in the above scenario will replace the failed grades for the purpose of determining athletic eligibility. Ineligible athletes who have not failed a class may improve their GPA's by either replacing equivalent graduation requirements or taking additional courses for their own enrichment. Enrichment classes will be averaged into their G.P.A.'s.
- F. Summer school courses failed shall not impair athletic eligibility.
- G. Notice of ineligibility will be given prior to the first official contest after the student becomes ineligible (one school week after grades are reported to the office).
- H. All applicable CIF eligibility rules will be enforced as written

2. Pre-Practice Requirements

- A. All pre-practice requirements/clearances must be turned in to the Athletic Director's Office prior to beginning any athletic practice/competition.
- B. Pass a physical examination conducted by a licensed medical doctor and turn in to the head coach, or have on file with the Athletic Director, the physical card signed by both the physician who supervised the examination and one of the athlete's parents or guardian.
- C. Parents must certify medical insurance is carried on the athlete, or purchase athletic insurance
- D. Turn in to head coach or have on file with the Athletic Director, the signed portion of the District's Athletic Code. NOTE: Both the athlete and a parent or guardian signatures are required.

Athletic Competition (Cont.)

- E. A signed Acknowledgement of Assumption of Potential Risk Form with consent to treat if information is supplied. NOTE: Both the athlete and a parent or guardian signatures are required.

3. Athletic Ineligibility

Eligibility status shall follow all prescribed CIF and NSCIF By-Laws. A student shall immediately become ineligible to participate in athletics for any or all of the following reasons:

- A. Quitting a sport without consent of the coach after a two (2) week tryout period.
- B. Being dismissed from the squad for cause. A coach may set and enforce rules that are more stringent than the minimum standards. Each coach shall establish written guidelines that are distributed and signed by each athlete and parent/guardian. Each of the plans will be approved by the site administrator prior to the start of the season of sport. These guidelines will establish team rules and regulations that clearly identify consequences for rule infractions through dismissal from the team.
- C. Committed a suspension/expulsion offense as prescribed by California Education code Sections 48900 and 48915 that results in an out-of-school suspension during the season of sport
- D. Any athlete who is recommended for expulsion for committing offenses referred to in California Education Code Section 48900, 48900.2-.4, or 48915 will immediately become ineligible until an administrative decision is rendered. When the final disposition is made by the administration/or Board of Trustees regarding the expulsion recommendation, the athlete will remain athletically ineligible for the duration of time as stipulated in the expulsion order/contract. All applicable CIF rules regarding expulsion will be adhered to. Athletes on expulsion orders/contracts will not be able to practice during their period of ineligibility.

4. Penalties and Conditions for Eligibility

An athlete may again become eligible after fulfilling the following requirements:

- A. For violations of Education Code 48900, unless stated otherwise, which result in suspension; The athlete will be ineligible for athletic competition for no less than the number of days suspended from school. For example: A one-day (1) suspension would equal one (1) day of athletic ineligibility, a three (3) day suspension would equal a three (3) day period of athletic ineligibility. The ineligibility period will include the days of suspension.
- B. For violation of Education Code 48900 (b), (c), (d), (h) and quitting, being dismissed for use of steroids; Using, possessing or furnishing tobacco, alcohol, illegal drug, controlled substance, firearm, knife, explosive or other dangerous objects, quitting a sport without coach's consent, being dismissed or, use of steroids, an athlete will be ineligible for a minimum of the following:

First Offense: (School year)

Athlete will be ineligible for one-third (1/3) of scheduled season events. .

Second Offense: (School Year)

Athlete will be ineligible for one-half (1/2) of scheduled season events.

Athletic Competition (Cont.)

Third Offense: (School Year)

Athlete will be ineligible for ONE calendar year from date of infraction, and will not be permitted to practice.

Athletes, with coach's permission unless stated otherwise, may practice with team if not suspended from school but will not compete in an athletic contest during athletic ineligibility period.

C. Conditions for eligibility

*Based on the number of contacts/contests scheduled on the seasonal sports calendar (scrimmages are not counted in these calculations, all tournament competition other than basketball will count as two contacts/contests. Basketball is the number of scheduled contests). When rounding, use the nearest whole number.

The unexpired portion of the penalty will be carried over into the athlete's post-season competition or the next season of participation. Failure to complete the above assigned penalties will result in the athlete being ineligible for one calendar year from the date of the infraction.

The fraction of the penalty is adjusted to apply to the scheduled number of contests for that sport. (Example: an athlete serves two (2) games of a three (3) game penalty in football. He would have one (1) game or one-third (1/3) of the penalty yet to serve. The next sport he goes out for is basketball, which may have (20) contests. If the athlete committed a first offense in basketball he would have to miss seven (7) contests. Since he has to serve one-third (1/3) of the remaining penalty carried over from football, he would miss two (2) basketball contests -- one-third (1/3) of seven (7) equals two (2) (nearest whole number).

The athlete's ineligibility period begins with a formal notification from the coach, the Athletic Director, or an administrator. The remaining contests of the season of sport will be counted for the ineligibility penalty. However, if an athlete quits a season of sport without the coach's consent, the unexpired season of sport will not count towards the penalty and will carry to the athlete's next season of sport.

An athlete will be placed on a probationary period of one (1) calendar year from the date of the infraction. If the athlete has not completed the conditions for eligibility but does not commit another violation during this period, then his/her record will be cleared. A subsequent violation would then be treated as a first offense.

5. Right of Appeal

- A. Athletes shall have the right to appeal, with their parents or other designated advocate, to the Athletic Council within 10 school days of the athlete's ineligibility notification (See Athletic Council: Membership, Responsibilities, Procedures). A written decision of the appeal will be sent to student and parent/guardian within three school days after the hearing.

Any offense, including those not specifically listed in the Code, may be considered by the Athletic Council.

Athletic Competition (Cont.)

If the student or parent/guardian is not satisfied with the Athletic Council's decision, they may submit a written appeal of the decision within five school days to the Superintendent or designee. The Superintendent or designee will meet with the student and/or parent/guardian and render a written decision of that appeal within three school days.

If the student and/or parent/guardian are not satisfied with the Superintendent's decision, they may submit a written appeal to that decision to the Board of Trustees within five school days. The Board will hear the appeal in Closed Session at the next regularly scheduled meeting if the written appeal has been received by the Superintendent within the timelines set forth for board agenda preparation. The Board will render a written decision to the student and parent/guardian within three school days. The Board of Trustees' decision shall be final and binding.

E. During the appeal process, the athlete's ineligibility will remain in effect.

F. Failure by the student to meet any appeal timelines will result in the appeal automatically being dropped.

6. Athletic Council: Membership, Responsibilities, and Procedures

When an appeal is filed, the Athletic Council shall convene and shall consist of:

- Principal, or his designee
- Athletic Director
- Three (3) coaches - one from each season, selected by their peers

Athletic Council Responsibilities:

Serve as the board of appeals when requested by athlete(s).

Serve as athletic advisory committee to District Administration and Board of Trustees.

Procedures of Appeal:

Refer to Right of Appeal (A-F) on page (f) of this Administrative Regulation.

7. Attendance

Athletes must be in school all day in order to participate in practice or games that day. The exception to this rule must be justified by the athlete to the Assistant Principal and/or Athletic Director. An unjustified excuse will cause the athlete to be ineligible for the next scheduled athletic contest.

8. When an Athlete is Suspended on Campus from School

- A. Students assigned to Suspension on Campus for four periods or more will result in the athlete being ineligible to practice or play that day.
- B. Students assigned to Suspension on Campus for less than four periods will be allowed to practice or play at the coach's discretion.

Athletic Competition (Cont.)

9. Equipment Return

Athletic equipment issued for a previous sport must be returned, or arrangements made for payment, before a student is allowed to participate in any game or contest in another athletic activity.

10. Transportation

In all athletic contests played away from school, the athlete will ride to and from games in school transportation (when provided by school district) unless prior arrangements are made by the parents with the approval of the coach.

11. Team Travel

When students are attending an "away" school sponsored function for athletic purposes, and that travel time to the venue, the event itself, and return travel from the event would include a meal(s), the expectation is that the student will bring a bag lunch or money to cover the expense of the meal(s) missed.

In the event that transportation breakdown or inclement weather prevents travel back to Oroville that day, the District will assume the reasonable cost of lodging. The School District will also assume reasonable meal expense for the team if they miss the next meal not planned for by the coaches. For example, "if the coach planned for lunch but due to bus breakdown the time away from home extends into the dinner hour, the District will refund the coach for the reasonable cost of a dinner."

12. Athletic Drug Testing

Policy Statement:

In order to provide for the health and safety of the individual athlete and other athletes, to provide a legitimate reason for students to say "no" to drug use and to provide an opportunity for those taking drugs to receive help in locating a program of assistance, the District is conducting a mandatory drug testing program for student athletes. The program is not punitive. It is designed to create a safe, drug-free environment for student athletes and assist them in getting help when needed.

Definitions:

Drug: Any substance considered illegal or controlled by the Food and Drug Administration.

Student Athlete: Any student participating in athletic practices and/or contests under the control and jurisdiction of the Oroville Union High School District.

Sport Season: Fall, Winter, and Spring seasons begin on the first day of practice allowed by the California Interscholastic Federation or Oroville Union High School District and end with the last sanctioned event.

Athletic Competition (Cont.)

Procedures:

Consent: The parent and/or guardian and the student athlete are required to sign a written consent for drug testing prior to participating in the athletic program. Testing will be conducted in the Fall, Winter, and Spring seasons of sport at District expense.

Medication: Student athletes who have taken or are currently taking prescription medication must declare this fact on the day of testing. The student must provide verification (either by a copy of the prescription or by doctor's authorization) if the drug test is positive. Students who refuse to provide verification and test positive will be subject to actions specified on page (b).

Student Selection: All student athletes may be tested at the beginning of each season. Random testing will be conducted during the sports season. Students selected for random testing will be selected by having their names drawn from a "pool" of student athletes.

"Positive" Test: if the student's test indicates positive results, a split sample will be tested to confirm the results. Parents will be notified only when the second test is positive.

The refusal of an athlete to take a urine test will be considered the equivalent of a positive test.

First Offense: (if results indicate "positive" testing of drug(s) presence)

1. Notify parent or guardian. (All test results are confidential.)
2. A due process hearing will be conducted by the principal or his designee with the parent/guardian and the student.
3. The student will be required to complete a drug counseling course. A letter of verification stating the student completed the counseling-program must be submitted to the Athletic Director.
4. The student will be ineligible for one-third (1/3) of the season as set forth by NSCIF.
5. The student will be re-tested before the beginning of the next season of sport for which he/she is eligible.

Second Offense (during high school career)

1. Notify parent or guardian.
2. A due process hearing will be conducted by the principal or his designee with the parent/guardian and the student.
3. That the student be suspended from participating in interscholastic sports for one (1) calendar year from the date of the drug test.
4. The student will be required to complete drug counseling offered by the Oroville Union High School District. A letter of verification stating the student completed the counseling program must be submitted to the Athletic Director.

Athletic Competition (Cont.)

5. The student will be re-tested before beginning the next season of sport for which he/she is eligible.

Third Offense (during high school career)

1. Notify parent or guardian.
2. A due process hearing will be conducted by the principal or his designee with the parent/guardian and the student.
3. The student is suspended from participating in athletics, and will not be eligible for any more high school sports.

Amnesty Provision

One a one (1) time only basis, and prior to the day of athletes being drug tested, he/she may disclose his/her substance abuse status (all disclosures will remain confidential) to their coach, Athletic Director, or site administrator without having to participate in a drug screening. The athlete will be required to immediately enroll in a substance abuse program and provide the Athletic Director with proof of completion within three (3) calendar months. The athlete will be re-tested before beginning the next season for which he/she is eligible.

Athletic Competition (Cont.)

Oroville Union High School District

Student's Name (please print): _____

Drug Testing Consent

I have read Administrative Regulation 6145.2 and agree to abide by its required procedures. I also consent for my son/daughter to be drug tested as prescribed by the drug testing policy stated within this regulation.

Student's Signature: _____

Date: _____

Parent/Guardian's Signature: _____

Date: _____

**Agreement for Student Athlete and Parent/Guardian
Regarding Use of Steroids**

Directions: As a condition of membership in the California Interscholastic Federation (CIF) and in accordance with Education Code 49030, the Governing Board of the Oroville Union High School District has adopted Board Policy 5131.63 prohibiting the use and abuse of androgenic/anabolic steroids as specified below. CIF Bylaw 524 requires that all participating students and their parents/guardians sign this agreement.

By signing below, we agree that the student shall not use androgenic/anabolic steroids or any dietary supplement banned by the U.S. Anti-Doping Agency as well as the substance synephrine, without a written prescription from a licensed health care practitioner to treat a medical condition.

We recognize that under CIF Bylaw 200.D the student may be subject to penalties, including ineligibility for any CIF competition, if the student or his/her parent/guardian provides false or fraudulent information to the CIF.

We understand that the student's violation of the district's policy regarding steroids may result in discipline against him/her including, but not limited to, restriction from athletics or suspension or expulsion from school.

Receipt of Opioid Fact Sheet

Per Education Code 49476, parents/guardians must annually be given a copy of the opioid fact sheet published by the Centers for Disease Control and Prevention. By signing below, I acknowledge that I have received the Opioid Fact Sheet.

Student's Signature: _____

Date: _____

Parent/Guardian's Signature: _____

Date: _____

Oroville Union High School District

Medical Insurance Information for Athletes

Under state law, school districts are required to ensure that all members of school athletic teams have accidental injury insurance that covers medical and hospital expenses. This insurance requirement can be met by the school district offering insurance or other health benefits that cover medical and hospital expenses.

Some pupils may qualify to enroll in no-cost or low-cost local, state, or federally sponsored health insurance programs. Information about these programs may be obtained by calling the following numbers.

Medi-Cal for Children No Cost Health Coverage 1-800-880-5305
Healthy Families Low Cost Coverage 1-800-880-5305
CIF Myers-Stevens & Toohey & Co. 1-800-827-4695

You may also go the main office at your school to pick-up an application for all three of the coverage's mentioned above!

Principles of Pursuing Victory with Honor

"Winning at All Costs is not Winning at All – Pursue Victory with Honor"

1. The essential elements of character building and ethics in CIF sports are embodied in the concept of sportsmanship and six core principles: trustworthiness, respect, responsibility, fairness, caring and good citizenship. The highest potential of sports is achieved when competition reflects these "six pillars of character."
2. It's the duty of School Boards, superintendents, school administrators, parents and school sports leadership including coaches, athletic administrators, program directors and game officials - to promote sportsmanship and foster good character by teaching, enforcing, advocating and modeling these "six pillars of character."
3. To promote sportsmanship and foster the development of good character, school sports programs must be conducted in a manner that enhances the academic, emotional, *social*, physical and ethical development of student-athletes and teaches them positive life skills that will help them become personally successful and socially responsible.
4. Participation in school sports programs *is* a privilege, not a right. To earn that privilege, student-athletes must abide by the rules and they must conduct themselves, on and off the field, as positive role models who exemplify good character.
5. School Boards, superintendents, school administrators, parents and school sports leadership shall establish standards for participation by adopting and enforcing codes of conduct for coaches, athletes, parents and spectators.
6. All participants in high school sports must consistently demonstrate and demand scrupulous integrity and observe and enforce the spirit as well as the letter of the rules.
7. The importance of character, ethics and sportsmanship should be emphasized in all communications directed to student-athletes and their parents.
8. School Boards, superintendents, school administrators, parents and school sports leadership must ensure that the first priority of their student-athletes is a serious commitment to getting an education and developing the academic skills and character to succeed.
9. School Boards, superintendents, principals, school administrators and everyone involved at any level of governance in the CIF must maintain ultimate responsibility for the quality and integrity of CIF programs. Such individuals must assure that education and character development responsibilities are not compromised to achieve sports performance goals and that the academic, social, emotional, physical and ethical well-being of student-athletes is always placed above desires and pressured to win.

10. All employees of member schools must be directly involved and committed to the academic success of student-athletes and the character-building goals of the school.
11. Everyone involved in competition including parents, spectators, associated study body leaders, and all auxiliary groups have a duty to honor the traditions of the sport and to treat other participants with respect. Coaches have a special responsibility to model respectful behavior and the duty to demand that their student athletes refrain from disrespectful conduct including verbal abuse of opponents and officials, profane or belligerent trash-talking, taunting and inappropriate celebrations.
12. School Boards, superintendents, and school administrators of CIF member schools must ensure that coaches, whether paid or voluntary, are competent to coach. Training or experience may determine minimal competence. These competencies include basic knowledge of: 1) The character building aspects of sports, including techniques and methods of teaching and reinforcing the core values comprising sportsmanship and good character. 2) The physical capabilities and limitations of the age group coached as well as the first aid. 3) Coaching principles and the rules and strategies of the sport.
13. Because of the powerful potential of sports as a vehicle for positive personal growth, a broad spectrum of school sports experiences should be made available to all of our diverse communities.
14. To safeguard the health of athletes and the integrity of the sport, school sports program must actively prohibit the use of alcohol, tobacco, drugs and performance enhancing substances, as well as a demand compliance with all laws and regulations, including those related to gambling and the use of drugs.
15. Schools that offer athletic programs must safeguard the integrity of their programs. Commercial relationships should be continually monitored to ensure against inappropriate exploitation of the school's name or reputation. There should be no undue influence of commercial interests. In addition, sports programs must be prudent, avoiding undue dependency on particular companies or sponsors.
16. The profession of coaching is a profession of teaching. In addition to teaching the mental and physical dimensions of their sport, coaches, through words and example, must also strive to build the character of their athletes by teaching them to be trustworthy, respectful, responsible, fair, caring and good citizens.

OROVILLE UNION HIGH SCHOOL DISTRICT

Concussion Information Sheet

A concussion is a brain injury and all brain injuries are serious. They are caused by a bump, blow, or jolt to the head, or by a blow to another part of the body with the force transmitted to the head. They can range from mild to severe and can disrupt the way the brain normally works. Even though most concussions are mild, **all concussions are potentially serious and may result in complications including prolonged brain damage and death if not recognized and managed properly.** In other words, even a “ding” or a bump on the head can be serious. You can’t see a concussion and most sports concussions occur without loss of consciousness. Signs and symptoms of concussion may show up right after the injury or can take hours or days to fully appear. If your child reports any symptoms of concussion, or if you notice the symptoms or signs of concussion yourself, seek medical attention right away.

Symptoms may include one or more of the following:

- | | |
|--|---|
| <ul style="list-style-type: none"> • Headaches • “Pressure in head” • Nausea or vomiting • Neck pain • Balance problems or dizziness • Blurred, double, or fuzzy vision • Sensitivity to light or noise • Feeling sluggish or slowed down • Feeling foggy or groggy • Drowsiness • Change in sleep patterns | <ul style="list-style-type: none"> • Amnesia • “Don’t feel right” • Fatigue or low energy • Sadness • Nervousness or anxiety • Irritability • More emotional • Confusion • Concentration or memory problems (forgetting game plays) • Repeating the same question/comment |
|--|---|

Signs observed by teammates, parents and coaches include:

- Appears dazed
- Vacant facial expression
- Confused about assignment
- Forgets plays
- Is unsure of game, score, or opponent
- Moves clumsily or displays incoordination
- Answers questions slowly
- Slurred speech
- Shows behavior or personality changes
- Can’t recall events prior to hit
- Can’t recall events after hit
- Seizures or convulsions
- Any change in typical behavior or personality
- Loses consciousness

What can happen if my child keeps on playing with a concussion or returns too soon?

Athletes with the signs and symptoms of concussion should be removed from play immediately. Continuing to play with the signs and symptoms of a concussion leaves the young athlete especially vulnerable to greater injury. There is an increased risk of significant damage from a concussion for a period of time after that concussion occurs, particularly if the athlete suffers another concussion before completely recovering from the first one. This can lead to prolonged recovery, or even to severe brain swelling (second impact syndrome) with devastating and even fatal consequences. It is well known that an adolescent or teenage athlete will often under report symptoms of injuries. And concussions are no different. As a result, education of administrators, coaches, parents and students is the key for student-athlete's safety.

If you think your child has suffered a concussion

Any athlete even suspected of suffering a concussion should be removed from the game or practice immediately. No athlete may return to activity after an apparent head injury or concussion, regardless of how mild it seems or how quickly symptoms clear, without medical clearance. Close observation of the athlete should continue for several hours. The new CIF Bylaw 313 now requires implementation of long and well-established return to play concussion guidelines that have been recommended for several years:

“A student-athlete who is suspected of sustaining a concussion or head injury in a practice or game shall be removed from competition at that time and for the remainder of the day.”

and

“A student-athlete who has been removed may not return to play until the athlete is evaluated by a licensed health care provider trained in the evaluation and management of concussion and received written clearance to return to play from that health care provider”.

You should also inform your child's coach if you think that your child may have a concussion. Remember it's better to miss one game than miss the whole season. And when in doubt, the athlete sits out.

For current and up-to-date information on concussions you can go to:

<http://www.cdc.gov/ConcussionInYouthSports/>

Student-athlete Name Printed

Student-athlete Signature

Date

Parent or Legal Guardian Printed

Parent or Legal Guardian Signature

Date

The current CIF Physical Form is posted under the Athletics button on the district website (ouhsd.org).

Butte Schools Self-Funded Programs

**ACKNOWLEDGMENT & ASSUMPTION OF POTENTIAL RISK
CONSENT TO TRANSPORT AND TREAT
Voluntary Sports Event/Activity**

THIS FORM MAY NOT BE ALTERED IN ANY WAY

Permission for Voluntary Participation

_____ has my permission to participate in the activities listed below. I understand the following:

1. Participation in these activities is voluntary and is NOT required;
2. I may revoke this permission at any time by notifying the school district in writing; and
3. Revocation is not effective until receipt is acknowledged by the school district.
4. _____ (sport or activity), by its very nature, poses some inherent risk of a participant being seriously injured. These injuries could include, but are not limited to, the following:
 5. The field trip / excursion may include but not be limited to:

a. Sprains/strains	c. Cuts/abrasions	e. Paralysis	g. Head injuries	i. Death
b. Fractured bones	d. Unconsciousness	f. Disfigurement	h. Loss of eyesight	

Consent to Transport

In accordance with California Education Code Section 35350, my signature below gives permission to transport (if applicable).

Consent to Treat

In the event of illness or injury, I hereby consent to whatever X-ray examination, anesthetic, medical, surgical or dental diagnosis or treatment and hospital care are considered necessary in the best judgment of the attending physicians and/or dentist and performed by or under the supervision of a member of the medical staff of the hospital, facility or office furnishing medical and/or dental services.

Initial all appropriate boxes below and provide additional information where necessary.

- _____ There are no special problems that the staff should be aware of and no medications are to be administered.
- _____ The following medication(s) is/are to be administered during this activity: _____. A physician's written instructions on dispensing must be attached to this form. All prescriptions, excepting those which must be kept on the student's person for emergency use, must be kept and distributed by the staff.
- _____ My student has allergies, a special medical problem, or other participating-limiting factors, of which staff should be made aware: _____
- _____ No blood transfusions or blood products are to be given.

I fully understand that my student is to abide by all rules and regulations of conduct during this activity. Any violation of these rules and regulations may result in the school contacting me to arrange transportation home for my student at my full expense. I agree to hold the _____ School District, its employees, agents, volunteers and/or sponsors, and any other person, firm or corporation charged or chargeable with responsibility or liability free and harmless from any and all claims, demands, damages, costs, expenses, loss of services, action and causes of action resulting from the use of the facilities, equipment and participation by my son/daughter in the above named activity.

Signature of Parent/ Legal Guardian or Student over age 18

Date

Address where parent will be during activity

Phone where parent can be reached during activity

Under state law, school districts are required to ensure that all members of school athletic teams have accidental injury insurance that covers medical and hospital expenses. Some pupils may qualify to enroll in no-cost or low-cost local, state, or federally sponsored health insurance programs. Information about these programs may be obtained by calling 1-888-747-1222.

Medical examination and release has been completed on _____ by _____. Medical exams are required for all playing-field participants, including cheerleaders. Band members, team managers and ROP students (i.e., non-playing-field participants) are exempt from medical examination.

Parent's/Guardian's Health Insurance Company / MEDI-CAL

Policy number

Student's Primary Physician Phone Number

Oroville Union High School District
Academic Probation Contract

Student Name: _____

Sport/Club: _____

Dates of Academic Probation: _____

I understand that I am academically ineligible to participate in extracurricular activities. This contract is a request for academic probation for a 9 week period during the current school year.

Contractual Obligations:

1. In order to participate in extracurricular activities, students must maintain a grade point average (GPA) of 2.0 or better each grade reporting period. Grading periods occur approximately every 9 weeks, to include quarterly and semester report cards only.
2. Students who are ineligible due to having less than a 2.0 GPA may request "Academic Probation." Academic Probation may be granted **only once** during a student's **entire high school career**. Academic Probation will last until the next grade reporting period (approximately 9 weeks, reporting period of quarter and semester grades only). Academic Probation is not recommended for freshmen or JV athletes as often participation becomes more valuable at the varsity level where playoffs and championships exist. Academic Probation requires a formal contract to include signatures from the student, parent, Athletic Director/Club Advisor and Administration for approval.
3. Students must be on a graduation track to be eligible. A graduation track is defined as being on track to graduate in four years. Students must earn a minimum of 20 units of credit each semester.
4. Eligibility or ineligibility begins or ends on Wednesday following the week grades are **distributed to parents** after the grading period ends.
5. My coach/club advisor may require me to attend study hall, turn in weekly progress reports, attend consultation, etc.

Student Signature Date

Parent Signature Date

Athletic Director/Club Advisor Signature Date

Administrative Signature Date

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. 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
- 44038 Cash deposits for transportation purchased on credit

Remuneration, Reimbursement and Other Benefits (Cont.)

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

MEMORANDUM

To: Susan Watts
From: Sirikhwan Weaver 
Date: August 2, 2019
Re: 2019 General Obligation Refunding Bonds – Authorizing Resolution & Draft Financing Documents

Susan, in order to assist the Board with a review and understanding of the main documents involved with the 2019 General Obligation Refunding Bonds (the "Bonds"), we have prepared this memorandum summarizing the purpose and contents of the authorizing *Resolution* and associated legal documents.

Resolution

In addition to authorizing the sale of the Bonds in an amount not to exceed \$7 million, the *Resolution* also:

- Sets the minimum net present value savings that must be achieved to proceed with the refunding at 3% of the par amount of bonds being refunded.
- Provides a good faith estimate of the size and cost of the financing.
- Approves the forms of various documents related to the Bond issuance (as further described in the following sections), authorizes certain District officials to execute the final versions of the documents.
- Appoints bond counsel, municipal advisor, and placement agent to the District with respect to the Bonds.

Form of Bond Issuance Agreement

The *Bond Issuance Agreement* prescribes certain terms and conditions of the Bonds, including the principal and interest payment dates, how the Bonds may be refinanced in the future, how the Bonds can be transferred to a different owner, and the covenants the District will make to ensure that taxes are levied for the repayment of the Bonds and that the Bonds remain tax-exempt.

Exhibit A: Form of Bond

The final *Bond* will be executed by the District prior to closing, and entitles the holder to receive principal and interest pursuant to the terms described in the *Bond Issuance Agreement*. Attached to the form of *Bond* is the form of Legal Opinion of Bond Counsel. The Legal Opinion

August 2, 2019

Susan Watts

Re: 2019 General Obligation Refunding Bonds - Authorizing Resolution & Draft Financing Documents

Page 2

documents Bond Counsel's opinion that 1) the Bonds have been legally authorized and issued and 2) the Bonds are exempt from federal and State income tax.

Form of Paying Agent, Registrar, And Depository Agreement

The *Paying Agent, Registrar, and Depository Agreement* defines the responsibilities of the paying agent, U.S. Bank National Association, which includes identifying the current investor, receiving debt service payments from the County and forwarding such payments to the investor on the payment dates. The paying agent will also be responsible for paying various professional invoices from the proceeds of the Bonds for services rendered in connection with the Bond issuance.

Susan, please let me know if you have any questions or comments.

SKW/abm

RESOLUTION NO. 1-19/20

**A RESOLUTION OF THE BOARD OF TRUSTEES
OF THE OROVILLE UNION HIGH SCHOOL DISTRICT
AUTHORIZING THE ISSUANCE AND SALE OF A REFUNDING BOND
OF THE DISTRICT AND RELATED ACTIONS**

WHEREAS, the Oroville Union High School District (the "District") has previously issued its General Obligation Bonds, Election of 2008, Series 2009 (the "2009 Bonds"), in the aggregate principal amount of \$11,999,964.05 as authorized pursuant to a resolution heretofore adopted by the District's Board of Trustees (the "Board") on January 21, 2009 and an indenture by and among the County of Butte, the District, and U.S. Bank National Association, as paying agent, dated March 1, 2009 (the "2009 Indenture");

WHEREAS, the current interest portion of the 2009 Bonds are subject to optional redemption on any day on or after August 1, 2019 consistent with the terms and conditions of the 2009 Bonds as set forth in the 2009 Indenture as heretofore approved by the Board;

WHEREAS, prudent management of the fiscal affairs of the District establish the need for the District to issue a refunding bond (the "Bond") under the provisions of Article 9 (Sections 53550 and following) and Article 11 (Sections 53580 and following) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code to refund the outstanding current interest portion of the 2009 Bonds that mature on August 1, 2020 through and including August 1, 2027 (the "Refunded Bonds"), provided that a sufficient level of present value savings is achieved by doing so;

WHEREAS, it appears to the Board that the total net interest cost to maturity plus the principal amount of the Bond (plus any costs of issuance not funded from proceeds of the Bond) will not exceed the total net interest cost to maturity plus the principal amount of the Refunded Bonds, which, pursuant to California Government Code Sections 53552 and 53556, will permit the Board to issue the Bond without another vote of the electorate; and

WHEREAS, the following documents relating to the issuance of the Bond, which are incorporated herein by reference, have been presented in draft to the Board for its review and approval:

- a. the Bond Issuance Agreement, by which the District issues the Bond and prescribes its terms; and
- b. the Paying Agent, Registrar and Depository Agreement, by which U.S. Bank National Association, as paying agent, registrar and depository, shall provide services to the District relating to the Bond.

NOW, THEREFORE, be it resolved by the Board of Trustees of the Oroville Union High School District as follows:

Recitals.

The Board hereby finds and determines that the foregoing recitals are true and correct.

Issue Authorized.

The Board hereby authorizes the issuance of the Bond in an amount not to exceed \$7,000,000; provided that the total net interest cost to maturity plus the principal amount of the Bond (plus any costs of issuance not funded from proceeds of the Bond) does not exceed the total net interest cost to maturity plus the principal amount of the Refunded Bonds, and further provided that the District's Superintendent has determined that the refunding of the Refunded Bonds produces net present value savings of at least 3% of the par amount of the Refunded Bonds.

Good Faith Estimates.

In compliance with the requirements of Section 5852.1 of the California Government Code, applicable to bonds with a term greater than 13 months, the District has obtained from its municipal advisor the required good faith estimates related to the Bond. Such estimates are disclosed and set forth in Exhibit A, attached hereto.

Authorization of Officers to Execute and Deliver Documents.

The Board hereby authorizes the President, Vice President, Clerk, and Secretary of the Board, and the Superintendent and the Assistant Superintendent/CBO of the District, and their designees (the "Designated Officers"), and each of them individually, for and in the name of and on behalf of the District, to approve, execute, and deliver the following agreements and documents:

- a. the Bond Issuance Agreement; and
- b. the Paying Agent, Registrar and Depository Agreement;

in substantially the form presented to this meeting, which documents are hereby approved, with such changes, insertions, revisions, corrections, or amendments as shall be approved by the officer or officers executing the documents for the District. The execution of the foregoing by a Designated Officer or Officers of the District shall constitute conclusive evidence of such officer's or officers' and the Board's approval of any such changes, insertions, revisions, corrections, or amendments to the respective forms of documents presented to this meeting. The date, principal amortization, interest rate, form, terms of redemption, and other terms of the Bond, shall be as provided in the Bond Issuance Agreement as finally executed.

Sale of the Bond.

The Board hereby authorizes the Bond to be sold by negotiated sale on a private placement basis, to a qualified institutional buyer (a "Qualified Buyer") within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended (the "Securities Act"), or to an "accredited investor" as described in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act (an "Institutional Accredited Investor") pursuant to the terms of a term sheet or commitment letter with the purchaser of the Bond. The Designated Officers are directed to negotiate and approve the term sheet or commitment letter, and to cause the sale of the Bond.

Valid Obligation.

The Board hereby determines that all acts and conditions necessary to be performed by the District or to have been met precedent to and in issuing of the Bond in order to make it a valid and binding general obligation of the District have been performed and have been met, or will at the time of delivery of the Bond have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bond.

Paying Agent.

The Board hereby appoints U.S. Bank National Association to act as paying agent, bond registrar, authentication agent and transfer agent (the "Paying Agent") for the Bond on behalf of the District. The Board hereby approves the payment of the reasonable fees and expenses of the Paying Agent as the same shall become due and payable. The fees and expenses of the Paying Agent which are not paid as a cost of issuance of the Bond may be paid in each year from *ad valorem* property taxes levied and collected for the payment thereof, insofar as permitted by law, including specifically by Section 15232 of the Education Code.

Authorization of Officers to Execute Documents.

The Board hereby authorizes and directs its officers and the officials and staff of the District, and each of them individually, to do any and all things and to execute and deliver any and all documents that they may deem necessary or advisable in order to complete the sale, issuance, and delivery of the Bond and otherwise to carry out, give effect to, and comply with the terms and intent of this Resolution. All actions heretofore taken by such officers, officials and staff that are in conformity with the purposes and intent of this Resolution are hereby ratified, confirmed, and approved in all respects.

Identification and Approval of Bond Counsel, Municipal Advisor, and Placement Agent.

The Board hereby designates the firm of Parker & Covert LLP to serve as bond counsel, consistent with the terms and conditions of the legal services agreement, on file with the District, which terms and conditions are hereby approved. The Board also hereby designates the firm of Government Financial Strategies inc. to serve as municipal advisor in connection with the execution, delivery, and issuance of the Bond. The Board also hereby designates the firm of Backstrom McCarley Berry & Co., LLC to serve as placement agent in connection with the execution, delivery, and issuance of the Bond.

Designation as Qualified Tax Exempt Obligations.

The Board reasonably anticipates that the District and all subordinate entities and all entities that issue obligations on its behalf will not issue more than ten million dollars (\$10,000,000) of tax exempt obligations (excluding private activity bonds) during the current calendar year. The Board hereby designates the obligations represented by the Bond as qualified tax exempt obligations within the meaning of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended.

Effective Date.

This Resolution shall take effect immediately upon its passage.

[Signature page follows]

APPROVED, PASSED, AND ADOPTED on August 14, 2019, by the following vote of the Board of Trustees of the Oroville Union High School District of Butte County, State of California:

AYES

NOES

ABSENT

ABSTAIN

BOARD OF TRUSTEES OF THE
OROVILLE UNION HIGH SCHOOL DISTRICT

President of the Board of Trustees

Secretary of the Board of Trustees

EXHIBIT A

GOOD FAITH ESTIMATES (California Government Code section 5852.1)

2019 General Obligation Refunding Bond

Supplemental to the terms and conditions of the Refunding Bond set forth in this Resolution, the good faith estimates set forth in this Exhibit A are provided with respect to the Refunding Bond in compliance with California Government Code section 5852.1. Such good faith estimates have been provided to the District by Government Financial Strategies inc., as the District's financial advisor under Education Code section 15146(b)(1)(C) (as identified in Section 13 of this Resolution) and as municipal advisor under Section 15B of the Securities and Exchange Act of 1934 (the "Municipal Advisor").

True Interest Cost of the Refunding Bond. The Municipal Advisor has informed the District that, assuming the principal amount of \$6,918,734 is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the true interest cost of the Refunding Bond, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Refunding Bond, is 2.150134%.

Finance Charge of the Refunding Bond. The Municipal Advisor has informed the District that, assuming the principal amount of \$6,918,734 is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the finance charge for the Refunding Bond, which means the sum of all fees and charges paid to third parties (or costs associated with the Refunding Bond), is \$70,000.39.

Amount of Proceeds to Be Received. The Municipal Advisor has informed the District that, assuming the principal amount of \$6,918,734 is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the amount of proceeds expected to be received by the District for sale of the Refunding Bond, less the finance charge of the Refunding Bond, as estimated above, and any reserves or capitalized interest paid or funded with proceeds of the Refunding Bond, is \$6,848,733.61.

Total Payment Amount. The Municipal Advisor has informed the District that, assuming the principal amount of \$6,918,734 is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the total payment amount, which means the sum total of all payments the District will make to pay debt service on the Refunding Bond, plus the finance charges for the Refunding Bond, as described above, not paid with proceeds of the Refunding Bond, calculated to the final maturity of the Refunding Bond, is \$7,613,827.53.

The foregoing estimates constitute good faith estimates only. The actual principal amount of the Refunding Bond issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the sale of the Refunding Bond

being different than the date assumed for purposes of such estimates, (b) the actual principal amount of Refunding Bond sold being different from the estimated principal amount, (c) the actual amortization of the Refunding Bond being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of sale of the Refunding Bond being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the District's financing plan, or a combination of such factors. The actual date of sale of the Refunding Bond and the actual principal amount of Refunding Bond sold will be determined by the District based on the need for project funds and other factors. The actual interest rates borne by the Refunding Bond will depend on market interest rates at the time of sale thereof. The actual amortization of the Refunding Bond will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the District.

BOND ISSUANCE AGREEMENT

made by the

OROVILLE UNION HIGH SCHOOL DISTRICT

dated as of August 1, 2019

relating to the

**\$6,918,734
Oroville Union High School District
Butte County, California
2019 General Obligation Refunding Bond
(Bank Qualified)**

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFINITIONS AND GENERAL PROVISIONS	2
Section 1.1 Definitions	2
Section 1.2 Effect of Headings and Table of Contents	3
Section 1.3 Successors and Assigns	3
Section 1.4 Benefits of Agreement	4
Section 1.5 Payments/Actions Otherwise Scheduled on Non-Business Days	4
Section 1.6 No Personal Liability for Debt Service	4
Section 1.7 County Immunities	4
Section 1.8 Severability Clause	4
Section 1.9 Governing Law	4
Section 1.10 Counterparts	4
Section 1.11 Notices	5
Section 1.12 Amendment	5
ARTICLE II THE BOND	5
Section 2.1 Authorization and Title	5
Section 2.2 Terms and Form of Bond	5
Section 2.3 Execution of Bond	7
Section 2.4 Transfer of Bond	7
Section 2.5 Bond Register	8
Section 2.6 Validity of Bond	8
ARTICLE III APPLICATION OF PROCEEDS OF THE BOND	8
Section 3.1 Application of Proceeds of the Bond	8
ARTICLE IV COVENANTS OF THE DISTRICT	9
Section 4.1 Levy of Taxes for Payment of Bond	9
Section 4.2 Further Assurances	9
Section 4.3 Tax Covenant	9
Section 4.4 Notice to Owner	9
Section 4.5 Books, Accounts and Financial Statements	10
ARTICLE V EVENTS OF DEFAULT AND REMEDIES OF OWNER	10
Section 5.1 Events of Default	10
Section 5.2 Remedies of Owner	10
Section 5.3 Restoration of Positions	10
Section 5.4 Rights and Remedies Cumulative	11
Section 5.5 Delay or Omission Not Waiver	11
Section 5.6 No Acceleration	11
EXHIBIT A FORM OF BOND.....	A-1

BOND ISSUANCE AGREEMENT

This BOND ISSUANCE AGREEMENT (the "Agreement"), dated as of August 1, 2019, is made by the OROVILLE UNION HIGH SCHOOL DISTRICT (the "District"), a school district duly organized and existing under and by virtue of the Constitution and laws of the State of California, for the benefit of the owners from time to time of the bond issued hereunder.

RECITALS

WHEREAS, the District issued its General Obligation Bonds, Election of 2008, Series 2009 (the "Prior Bonds"), in the aggregate principal amount of \$11,999,964.05, pursuant to the terms and conditions set forth in an indenture by and among the County of Butte, the District, and U.S. Bank National Association, as paying agent, dated March 1, 2009 (the "2009 Indenture");

WHEREAS, the District intends to refund the outstanding current interest portion of the Prior Bonds that mature on August 1, 2020 through and including August 1, 2027 (the "Refunded Bonds");

WHEREAS, pursuant to Article 9 (Sections 53550 and following) and Article 11 (Sections 53580 and following) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code and other applicable law, the District is authorized to issue refunding bonds to refund the Refunded Bonds;

WHEREAS, the Board of Trustees of the District, by its Resolution No. __, adopted on August 14, 2019 (the "Resolution"), has determined that prudent management of the District's financial affairs requires that the Refunded Bonds now be refunded and has authorized the issuance and sale of its "Oroville Union High School District, Butte County, California, 2019 General Obligation Refunding Bond" (the "Bond") and the execution and delivery of this Agreement and related documents on behalf of the District; and

WHEREAS, the District has found and determined that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Agreement do exist, have happened and have been performed in regular and due time, form, and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Agreement.

AGREEMENT

In order to secure the payment of the Bond and the performance and observance by the District of all the covenants, agreements and conditions herein and in the Bond contained, the District hereby agrees and covenants with the owners from time to time of the Bond, as follows:

ARTICLE I DEFINITIONS AND GENERAL PROVISIONS

Definitions

. Unless the context otherwise requires, the terms defined in this Section 1.1 shall, for all purposes hereof and of any amendment hereof or supplement hereto and of the Bond and of any certificate, opinion, request or other document mentioned herein or therein, have the meanings defined herein, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein:

Agreement means this Agreement made by the District.

Board means the Board of Trustees of the District.

Board of Supervisors means the Board of Supervisors of Butte County.

Bond means the Oroville Union High School District, Butte County, California, 2019 General Obligation Refunding Bond issued hereunder.

Business Day means any day of the week other than a Saturday or a Sunday or a day on which banks in the State are not required or authorized to remain closed and on which the New York Stock Exchange is open for business.

Code means the Internal Revenue Code of 1986, as the same shall be hereafter amended, and any regulations heretofore issued or that shall be hereafter issued by the United States Department of the Treasury thereunder.

County means Butte County, State of California.

Debt Service Fund means the interest and sinking fund of the District referred to in Education Code section 15251, which is held by the Treasurer for the payment of debt service on the District's general obligation bonds.

Depository means U.S. Bank National Association, as depository under the Paying Agent, Registrar and Depository Agreement.

District means the Oroville Union High School District.

Interest Payment Date means February 1, and August 1 of each year. The first Interest Payment Date shall be February 1, 2020.

Law means Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, and other applicable law.

Opinion of Counsel means a written opinion of counsel experienced in the field of law relating to municipal bonds, appointed and paid by the District.

Original Purchaser means Municipal Finance Corporation, and its successors and assigns.

Owner means the person in whose name any Bond shall be registered. Initially, the Owner is the Original Purchaser.

Paying Agent means initially, U.S. Bank National Association, or any financial institution appointed by the District to make payments of principal of and interest on the Bond to the Owner. The Paying Agent will also act as registrar of the Bonds.

Paying Agent, Registrar and Depository Agreement means that certain agreement dated as of August 1, 2019, between the District and the Paying Agent, regarding the Bond.

Prior Bonds means the Oroville Union High School District, Butte County, California, General Obligation Bonds, Election of 2008, Series 2009.

Record Date means the 15th day of the month preceding any Interest Payment Date. The first Record Date shall be January 15, 2020.

Refunded Bonds means the current interest portion of the Prior Bonds that mature on August 1, 2020 through and including August 1, 2027.

State means the State of California.

Tax Certificate means the Tax Certificate concerning certain matters pertaining to the use of proceeds of the Bond, executed and delivered by the District on the date of issuance of the Bond, including all exhibits attached thereto, as such certificate may from time to time be modified or supplemented in accordance with the terms thereof.

Treasurer means the Treasurer-Tax Collector of the County.

Effect of Headings and Table of Contents

. The headings or titles of the several Articles and Sections hereof and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction, or effect of this Agreement.

Successors and Assigns

. Whenever in this Agreement the District is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Agreement contained by or on behalf of the District shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Benefits of Agreement

. Nothing in this Agreement or in the Bond expressed or implied is intended or shall be construed to give to any person other than the District and the Owner of the Bond, any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenant, condition or provision therein or herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the District and the Owner of the Bond.

Payments/Actions Otherwise Scheduled on Non-Business Days

. Except as specifically set forth in a supplemental agreement, any payments or transfers that would otherwise become due on any day that is not a Business Day shall become due or shall be made on the next succeeding Business Day. When any other action is provided for herein to be done on a day named or within a specified time period and the day named or the last day of the specified period falls on a day other than a Business Day, such action shall be performed on the next succeeding Business Day with the same effect as though performed on the appointed day or within the specified period.

No Personal Liability for Debt Service

. No Board member, officer, agent, or employee of the County or the District shall be individually or personally liable for the payment of the principal of or interest on the Bond or be subject to any personal liability or accountability by reason of the issuance thereof; but nothing herein contained shall relieve any such Board member, officer, agent, or employee of the County or the District from the performance of any official duty provided by law or by this Agreement.

County Immunities

. The District acknowledges that the County, including the Board of Supervisors of the County, officers, officials, agents, and employees, shall retain all of their respective constitutional and statutory privileges, immunities, rights, and defenses in carrying out their statutory duties referred to herein.

Severability Clause

. If any one or more of the provisions contained in this Agreement or in the Bond shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Agreement and such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The District hereby declares that it would have adopted this Agreement and each and every other Section, paragraph, sentence,

clause, or phrase hereof and authorized the issuance of the Bond pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Agreement may be held illegal, invalid, or unenforceable.

Governing Law

. This Agreement shall be construed and governed in accordance with the laws of the State.

Counterparts

. This Agreement may be signed in several counterparts, each of which will constitute an original, but all of which shall constitute one and the same instrument.

Notices

. Unless otherwise specified herein, all notices, statements, orders, requests or other communications hereunder by any party to another shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed by United States registered or certified mail, return receipt requested, postage prepaid, or if given by fax, electronically, or other means of written communication and confirmed by mail:

If to the District: Oroville Union High School District
2211 Washington Avenue
Oroville, CA 95966
Attn: Assistant Superintendent/CBO

If to the County: Office of the Treasurer-Tax Collector
Butte County
25 County Center Drive, Suite 125
Oroville, CA 95965
Attn: Treasurer-Tax Collector

If to the Original Purchaser: Municipal Finance Corporation
2945 Townsgate Road, Suite 200
Westlake Village, CA 91361
Attn: President

Amendment

. This Agreement shall not be amended without the prior consent of the Original Purchaser.

ARTICLE II THE BOND

Authorization and Title

. The District hereby authorizes the issuance of a refunding bond in the aggregate principal amount of \$6,918,734. The title of the Bond shall be "Oroville Union High School District, Butte County, California, 2019 General Obligation Refunding Bond." At any time after the execution and delivery of this Agreement, the District may execute and deliver the Bond.

Terms and Form of Bond

(A) Form, Registration and Denominations. The Bond shall be issued in the form of a single, fully-registered installment bond in substantially the form attached hereto as Exhibit A. The Bond shall be registered initially in the name of Municipal Finance Corporation. The Depository Trust Company will not be holding the Bond, and the Bond will not be assigned a CUSIP.

Authorized denominations of the Bond shall be in the minimum amount of \$250,000 and integral multiples of \$1 thereof.

This Bond is not rated. No disclosure document or purchase contract has been prepared, posted, filed, or entered into in connection with this Bond.

(B) Date; Interest Accrual; Interest Rates; Payments. The Bond shall be dated its date of delivery, shall bear interest from its date to August 1, 2027, at the rate of 2.150% per annum. The District shall pay installments of principal and interest on the Bond in the following amounts on the following dates, unless such payment date is a non-Business Day, in which case the payment shall be made on the next succeeding Business Day:

Date	Principal	Interest	Total
February 1, 2020	--	\$65,699.14	\$65,699.14
August 1, 2020	\$801,474.00	74,376.39	875,850.39
February 1, 2021	--	65,760.55	65,760.55
August 1, 2021	733,822.00	65,760.55	799,582.55
February 1, 2022	--	57,871.96	57,871.96
August 1, 2022	778,011.00	57,871.96	835,882.96
February 1, 2023	--	49,508.34	49,508.34
August 1, 2023	825,697.00	49,508.34	875,205.34
February 1, 2024	--	40,632.10	40,632.10
August 1, 2024	869,191.00	40,632.10	909,823.10
February 1, 2025	--	31,288.29	31,288.29
August 1, 2025	916,280.00	31,288.29	947,568.29
February 1, 2026	--	21,438.28	21,438.28
August 1, 2026	970,121.00	21,438.28	991,559.28
February 1, 2027	--	11,009.48	11,009.48
August 1, 2027	1,024,138.00	11,009.48	1,035,147.48

Interest on the Bond shall be calculated on the basis of a 360-day year comprising twelve 30-day months.

(C) Principal and Interest Payments. The District shall take all steps required by law and by the County or the Paying Agent to ensure that the principal and interest installments on the Bond is paid in lawful money of the United States of America on each payment date to the Owner thereof at the close of business on the Record Date.

(D) Optional Redemption. On any payment date on or after August 1, 2022, the District may prepay its obligations hereunder, in whole or in part, from any source of available funds by paying to the Owner a prepayment price equal to 100% of the unpaid principal amount called for redemption, plus accrued interest to the date fixed for redemption without premium.

The District shall, at least thirty 30 days prior to such prepayment, notify the Original Purchaser in writing of its intention to prepay its obligations hereunder.

(E) Provisions Applicable While Bond is Owned by Original Purchaser. Notwithstanding anything herein to the contrary, so long as the Bond is owned by the Original Purchaser: (i) the Paying Agent shall pay principal of and interest on the Bond when due by wire transfer in immediately available funds to the Original Purchaser in accordance with such wire transfer instructions as shall be filed by the Original Purchaser with the Paying Agent from time to time; (ii) payments of principal of the Bond shall be made without the requirement for presentation and surrender of the Bond by the Original Purchaser, provided that principal of the Bond that is payable at final maturity shall be made only upon presentation and surrender of the Bond at the office of the Paying Agent; and (iii) the Paying Agent shall not be required to give notice to the Original Purchaser of the installments of principal of and interest on the Bond under subsection (B) of this Section 2.2 (Terms and Form of Bond).

(F) Cessation of Interest Accrual. Interest on any portion of the principal of the Bond shall cease to accrue on the payment date of such portion, provided that there has been irrevocably deposited with the Paying Agent an amount sufficient to pay such principal, plus interest accrued thereon to such date. The Owner shall not be entitled to any other payment. Upon payment of all the principal and interest installments on the Bond, the Bond shall no longer be Outstanding and entitled to the benefits of this Agreement, except for the payment of the principal of and interest on such Bond from moneys held by the Paying Agent for such payment.

(G) Unclaimed Monies. Any money held by the Paying Agent for the payment of the principal of or interest on the Bond and remaining unclaimed for two (2) years after all of the principal of the Bond has become due and payable shall be transferred to the Debt Service Fund of the District for payment of any other outstanding bonds of the District payable from that fund, without liability for interest; or, if no such bonds of the District are at such time outstanding, the monies shall be transferred to the general fund of the District as provided and permitted by law.

Execution of Bond

. The Bond shall be signed by the manual or facsimile signature of the President or any member of the Board and the Secretary of the Board or his or her designee, provided that at least one such signature shall be manual.

In case any of the officers who shall have signed or countersigned the Bond shall cease to be such officer or officers of the District before the Bond so signed or countersigned shall have been delivered by the District, the Bond may nevertheless be delivered and, upon such delivery, shall be as binding upon the District as though those who signed and countersigned the same had continued to be such officers of the District. The Bond may be signed and countersigned on behalf of the District by such persons as at the actual date of execution of the Bond shall be the proper officers of the District although at the nominal date of the Bond any such person shall not have been such officer of the District.

Transfer of Bond

. The Bond may, in accordance with its terms, be transferred upon the books required to be kept pursuant to the provisions of Section 2.5 (Bond Register) hereof by the person in whose name it is registered, in person or by the duly authorized attorney of such person, upon surrender of the Bond to the Paying Agent, on behalf of the District for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Paying Agent.

Whenever the Bond shall be surrendered for transfer, the designated District officials shall execute (as provided in Section 2.3 (Execution of Bond) hereof) and deliver a new Bond. The Paying Agent shall require the payment by the Owner requesting any such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

No transfer of the Bond shall be required to be made by the Paying Agent during the period from the close of business on the Record Date next preceding any Interest Payment Date to and including such Interest Payment Date.

The Original Purchaser reserves the right – without the consent of (but with written notice to) the District – to assign, sell or otherwise transfer Bond in whole to a Qualified Assignee. “Qualified Assignee” means (a) any “qualified institutional buyer” as defined in Rule 144A promulgated by the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended, or (b) any affiliate of the Original Purchaser. Upon any assignment or transfer of Bond, the District agrees to execute such instrument of transfer as may be reasonably requested by the Original Purchaser, including, but not limited to, acknowledgement of an assignment or other evidence of transfer of the Bond. The District shall keep, or cause to be kept, a complete and accurate record of all assignments in form necessary to comply with Section 149(a) of the Code. Following any such assignment, transfer or conveyance by the Original Purchaser to the assignee or the Loan Servicer (as hereafter provided), if the Original Purchaser receives any notices or disclosures from the District under this Agreement, the Paying Agent, Registrar and Depository Agreement, or as otherwise related to the refinancing of the Refunded Bonds, the Original Purchaser shall deliver the same to the assignee or the Loan Servicer in the form received. Nothing herein shall limit the right of the Original Purchaser or its assignees to sell or assign interests in the Bond to one or more entities listed in (a) or (b),

provided that any custodial or similar agreement under which multiple ownership interests in the Bond are created shall provide the method by which the owners of such interests shall establish the rights and duties of a single entity, owner, servicer or other fiduciary or agent acting on behalf of all of the assignees (herein referred to as the "Loan Servicer") to act on their behalf with respect to the rights and interests of the Original Purchaser, including with respect to the exercise of rights and remedies of the Original Purchaser on behalf of such owners upon the occurrence of an Event of Default under this Agreement.

Bond Register

. The Paying Agent, acting as registrar of the Bond, will keep or cause to be kept a record of the registration and transfer of the Bond. Upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on the record, the Bond as hereinbefore provided.

Validity of Bond

. The recital contained in the Bond that it is regularly issued pursuant to the Law shall be conclusive evidence of its validity and of compliance with the provisions of the Law in its issuance.

ARTICLE III APPLICATION OF PROCEEDS OF THE BOND

Application of Proceeds of the Bond

. From the purchase price of the Bond, the District (a) shall cause to be deposited with the Paying Agent \$6,848,733.61 for transfer to the U.S. Bank National Association, as paying agent under the Indenture by and among the County of Butte, the District, and U.S. Bank National Association dated March 1, 2009 (the "2009 Indenture"), for the payment of principal of and interest on the Refunded Bonds pursuant to the 2009 Indenture, and (b) shall cause to be deposited \$70,000.39 into the Costs of Issuance Fund established pursuant to the Paying Agent, Registrar and Depository Agreement, which is held by the Depository.

ARTICLE IV COVENANTS OF THE DISTRICT

Levy of Taxes for Payment of Bond

. The Bond is a general obligation of the District, which is payable from *ad valorem* taxes levied upon all property within the District subject to taxation, without limitation of rate or amount, in accordance with Section 15250 and Section 15252 of the California Education Code. The District hereby requests the County to levy such *ad valorem* taxes for the payment of the Bond and the interest thereon, without limitation as to rate or amount.

The District hereby pledges all revenues from the property taxes collected from the levy by the Board of Supervisors or the County for the payment of the Bond to the payment of installments of principal and interest on the Bond, or the redemption price of the Bond. This

pledge shall be valid and binding from the date of the Bond for the benefit of the Owner of the Bond and any successors thereto. The property taxes and amounts held in the Debt Service Fund shall be immediately subject to this pledge, and the pledge shall constitute a lien and security interest which shall immediately attach to the property taxes and amounts held in the Debt Service Fund to secure the payment of the Bond and shall be effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge and without the need of any physical delivery, recordation, filing, or further act.

Further Assurances

. The District will promptly execute and deliver or cause to be executed and delivered all such other and further instruments, documents or assurances, and promptly do or cause to be done all such other and further things, as may be necessary or reasonably required in order to further and more fully vest in the Owner all rights, interest, powers, benefits, privileges and advantages conferred or intended to be conferred upon it by this Agreement.

Tax Covenant

. The District shall at all times do and perform all acts and things permitted by law and this Agreement that are necessary and desirable in order to assure that interest paid on the Bond will be excludable from gross income for federal income tax purposes and shall take no action that would result in such interest not being so excludable. Without limiting the generality of the foregoing, the District agrees to comply with the provisions of the Tax Certificate. This covenant shall survive the payment in full of the Bond.

Notice to Owner

. The District shall provide written notice to the Owner within ten (10) days of the occurrence of the following events: (a) a default on any of the District's obligations herein relating to the Bond; (b) any material action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, public board or body, threatened against or involving the District; (c) any material proceeding by or before any governmental body threatened against or involving the District; and (d) any event that would have a material adverse effect on the District's ability to satisfy its obligations herein relating to the Bond.

Books, Accounts and Financial Statements

. The District will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the District, in which complete and correct entries shall be made of all transactions relating to the Debt Service Fund. Such books of record and accounts shall at all times during regular business hours be subject, upon prior written request, to the reasonable inspection of the Original Purchaser. The District shall provide the Original Purchaser (a) a copy of its audited financials, as prepared by a certified public accountant, free of any significant deficiencies or material weakness, within 270 days of the end of each fiscal year, (b) a copy of the District's annual adopted budget within 30 days of adoption or amendment, and (c) any other information that may be reasonably requested by the Original Purchaser from time to time.

ARTICLE V EVENTS OF DEFAULT AND REMEDIES OF OWNER

Events of Default

. The following events shall be Events of Default:

(A) default in the due and punctual payment of any installment of the principal of or interest on the Bond when and as the same shall become due and payable;

(B) failure by the District to observe or perform any covenant, condition, agreement or provision in this Agreement on its part to be observed or performed, including failure to provide financial information to the Original Purchaser, other than as referred to in subsection (A) of this Section, for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, has been given to the District; provided, however, if such failure can be remedied but not within such 30-day period and if the District has taken all action reasonably possible to remedy such failure within such 30-day period, such failure shall not become an Event of Default for so long as the District shall diligently proceed to remedy same; and

Remedies of Owner

. Upon the occurrence and continuance of an Event of Default, the Owner shall have the right

(A) by mandamus or other action, suit, or proceeding at law or in equity to enforce the Owner's rights against the Board or the District or any of the officers or employees of the District, and to compel the Board or the District or any such officers or employees to perform and carry out their duties under the Law and the agreements and covenants with the Owner contained herein;

(B) by suit in equity to enjoin any acts or things that are unlawful or violate the rights of the Owner; or

(C) by suit in equity upon the nonpayment of the Bond to require the Board or the District or its officers and employees to account as the trustee of an express trust.

Restoration of Positions

. In case any proceedings taken by the Owner on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Owner, then in every such case the District and the Owner, subject to any determination in such proceedings, shall be restored to their former positions and rights hereunder, severally and respectively, and all rights, remedies, powers, and duties of the District and the Owner shall continue as though no such proceedings had been taken.

Rights and Remedies Cumulative

. No right or remedy herein conferred upon or reserved to the Owner of the Bond is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right or remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Delay or Omission Not Waiver

. No delay or omission of any Owner of the Bond to exercise any right or remedy accruing upon an Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Agreement or by law to the Owner of the Bond may be exercised from time to time, and as often as may be deemed expedient, by the Owner.

No Acceleration

. The Owner of the Bond has no right to declare the principal of the Bond immediately due and payable.

[Signature page follows.]

IN WITNESS WHEREOF, the District has caused this Bond Issuance Agreement to be duly executed by its officers duly authorized as of the date first written above.

**OROVILLE UNION HIGH SCHOOL
DISTRICT**

By: _____
Superintendent and Secretary of the Board

ATTEST:

By: _____
Assistant Superintendent/CBO

**EXHIBIT A
FORM OF BOND**

REGISTERED

No. R-1

**OROVILLE UNION HIGH SCHOOL DISTRICT
Butte County, California
2019 General Obligation Refunding Bond
(Bank Qualified)**

<u>Original Principal Amount</u>	<u>Interest Rate Per Annum</u>	<u>Original Issue Date</u>
\$	%	[CLOSING DATE]

REGISTERED OWNER: Municipal Finance Corporation

Oroville Union High School District, a school district duly organized and existing under and pursuant to the Constitution and laws of the State of California (the "District"), for value received, hereby acknowledges itself indebted to and promises to pay to Municipal Finance Corporation, or registered assigns, the installments of principal and interest in the amounts and on the dates stated below, unless such payment date is a non-business day, in which case the payment shall be made on the next succeeding business day:

<u>Date</u>	<u>Principal</u>	<u>Interest</u>
February 1, 2020	--	\$65,699.14
August 1, 2020	\$801,474.00	74,376.39
February 1, 2021	--	65,760.55
August 1, 2021	733,822.00	65,760.55
February 1, 2022	--	57,871.96
August 1, 2022	778,011.00	57,871.96
February 1, 2023	--	49,508.34
August 1, 2023	825,697.00	49,508.34
February 1, 2024	--	40,632.10
August 1, 2024	869,191.00	40,632.10
February 1, 2025	--	31,288.29
August 1, 2025	916,280.00	31,288.29
February 1, 2026	--	21,438.28
August 1, 2026	970,121.00	21,438.28
February 1, 2027	--	11,009.48
August 1, 2027	1,024,138.00	11,009.48

Interest on the unpaid principal amount of this Bond is calculated from the original issue date stated above at the interest rate per annum stated above, on the basis of a 360-day year comprising twelve 30-day months. The principal and interest installments on this Bond shall be payable in lawful money of the United States of America by wire transfer on each payment date to the registered owner hereof (in accordance with the terms of the Bond Issuance Agreement

described below), provided that the principal of the Bond that is payable at final maturity shall be made only upon presentation and surrender of the Bond at the office of the Paying Agent.

This Bond is the single bond of the issue authorized by the District and designated "Oroville Union High School District, Butte County, California, 2019 General Obligation Refunding Bond" in the original principal amount stated above. This Bond is issued pursuant to a Bond Issuance Agreement, dated as of August 1, 2019, made by the District (the "Agreement"), and in conformity with the Constitution and laws of California, including the statutory authority of Articles 9 and 11 of Chapter 13 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the "Law").

Reference is hereby made to the Agreement and to the Law for a description of the terms on which the Bond is issued and to be issued and the rights of the registered owner of the Bond. All the terms of the Agreement and the Law are hereby incorporated herein and constitute a contract between the District and the registered owner from time to time of this Bond. The registered owner of this Bond, by its acceptance hereof, consents and agrees to all the provisions of the Agreement.

On any payment date on or after August 1, 2022, the District may prepay its obligations, in whole or in part, from any source of available funds by paying to the registered owner hereof a prepayment price equal to 100% of the unpaid principal amount called for redemption, plus accrued interest to the date fixed for redemption without premium.

This Bond is transferable by the registered owner hereof, in person or by its attorney duly authorized in writing, at the offices of the Paying Agent, on behalf of the District, but only in the manner, subject to the limitations and upon payment of the charges provided in the Agreement, and upon surrender and cancellation of this Bond. Upon such transfer a new fully registered Bond for the same aggregate principal amount will be issued to the transferee in exchange herefor.

The District may deem and treat the registered owner hereof as the absolute owner hereof for all purposes, and the District shall not be affected by any notice to the contrary.

The rights and obligations of the District and of the registered owner of the Bond may be modified or amended at any time in the manner, to the extent, and upon terms provided in the Agreement.

It is hereby certified and recited that any and all acts, conditions, and things required to exist, to happen, and to be performed, precedent to and in the incurring of the indebtedness evidenced by this Bond, and in the issuing of this Bond, do exist, have happened, and have been performed in due time, form, and manner, as required by the Constitution and statutes of the State of California; that the total amount of indebtedness of the District, including the amount of this Bond, does not exceed any limit prescribed by the Constitution and the statutes of the State of California; and that this Bond is not in excess of the amount permitted to be issued under the Agreement.

IN WITNESS WHEREOF, the Board of Trustees of the Oroville Union High School District, has caused this Bond to be signed by its President, to be countersigned by the Secretary of the Board, all as of the date stated above.

By: _____
President of the Board of Trustees
of the District

Countersigned:

By: _____
Secretary of the Board of Trustees
of the District

ASSIGNMENT

For value received _____ hereby sell, assign and transfer unto _____ the within Bond and hereby irrevocably constitute and appoint _____ attorney, to transfer the same on the bond register of the District, with full power of substitution in the premises.

Dated: _____

NOTE: The signature to this Assignment must correspond with the name on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed by:

NOTE: Signature must be guaranteed by an eligible guarantor institution (being banks, stock brokers, savings and loan associations, and credit unions with membership in and approved signature guarantee medallion programs) pursuant to Securities and Exchange Commission Rule 17A(d)15.

Social Security Number, Tax Identification Number, or other identifying number of Assignee:

LEGAL OPINION

The following is a true copy of the opinion rendered by Parker & Covert LLP, in connection with the issuance of, and dated as of the date of the original delivery of, the District's 2019 General Obligation Refunding Bond. A signed copy is on file in my office.

Secretary of the Board of Trustees

PARKER & COVERT LLP
2520 Venture Oaks Way, Suite 190
Sacramento, CA 95833-4228

Board of Trustees
Oroville Union High School District
2211 Washington Avenue
Oroville, CA 95966

Re: \$6,918,734
Oroville Union High School District
Butte County, California
2019 General Obligation Refunding Bond
Final Opinion of Bond Counsel

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by the Oroville Union High School District (the "District") of \$6,918,734 principal amount of the Oroville Union High School District, Butte County, California, 2019 General Obligation Refunding Bond (the "Bond"). In such capacity, we have examined such law and such certified proceedings, certifications, and other documents as we have deemed necessary to render this opinion.

Regarding questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials and others furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. The Bond has been duly authorized and executed by the District and is a valid and binding general obligation of the District and has been designated by the District as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

2. All taxable property in the territory of the District is subject to *ad valorem* taxation without limitation regarding rate or amount (except certain personal property that is

taxable at limited rates) to pay the Bond. Butte County is required by law to levy taxes each year that are sufficient to pay the principal and interest coming due on the Bond.

3. Interest on the Bond is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals. The opinion set forth in the preceding sentence is subject to the condition that the District comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the Bond in order that the interest thereon be, and continue to be, excludable from gross income for federal income tax purposes. The District has covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause interest on the Bond to be included in gross income for federal income tax purposes retroactively to the date of issuance of the Bond.

4. Interest on the Bond is exempt from State of California personal income taxation.

The rights of the owner of the Bond and the enforceability thereof are limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

We express no opinion regarding tax consequences arising with respect to the Bond other than as expressly set forth herein.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Very truly yours,

PARKER & COVERT LLP

PAYING AGENT, REGISTRAR, AND DEPOSITORY AGREEMENT

THIS PAYING AGENT, REGISTRAR, AND DEPOSITORY AGREEMENT dated as of August 1, 2019 (this "Agreement") is by and between Oroville Union High School District (the "District") and U.S. Bank National Association, as paying agent, registrar, and depository (the "Bank").

RECITALS OF THE DISTRICT

WHEREAS, the governing board of the District adopted its Resolution No. ___ on August 14, 2019, authorizing the issuance of its 2019 General Obligation Refunding Bond (the "Bond");

WHEREAS, the Bond will be issued pursuant to the provisions of the Bond Issuance Agreement of the District, dated as of August 1, 2019 (the "Bond Issuance Agreement"), in an aggregate principal amount of \$6,918,734.

WHEREAS, the Bond will be issued in fully registered form, without coupons;

WHEREAS, the District has delivered a true and correct copy of the Bond Issuance Agreement to the Bank;

WHEREAS, the Bond is scheduled to be delivered to the initial purchaser of the Bond on or about August 22, 2019;

WHEREAS, all things necessary to make the Bond the valid obligation of the District, in accordance with its terms, will be taken upon the issuance and delivery thereof;

WHEREAS, the District has requested that the Bank serve as Paying Agent of the District in paying the principal and interest installments on the Bond in accordance with the terms thereof and that the Bank act as Registrar for the Bond;

WHEREAS, the District wishes to deposit certain of the proceeds of the sale of the Bond with the Bank;

WHEREAS, the Bank has agreed to act as Paying Agent and Registrar for the Bond and to act as Depository for certain proceeds of the Bond and hold and distribute the amounts deposited hereunder subject to the terms and conditions hereof; and

WHEREAS, the District has duly authorized the execution and delivery of this Agreement, and all things necessary to make this Agreement the valid and binding agreement of the District, in accordance with its terms, have been done.

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE 1
APPOINTMENT OF BANK AS PAYING AGENT, REGISTRAR, AND DEPOSITORY

Section 1.1 Appointment.

The District hereby appoints the Bank to serve as Paying Agent with respect to the Bond. As Paying Agent for the Bond, the Bank shall be responsible for paying on behalf of the District the principal and interest installments on the Bond as the same become due and payable to the registered owner thereof pursuant to the terms of this Agreement and the Bond Issuance Agreement.

The District hereby appoints the Bank as Registrar with respect to the Bond. As Registrar, the Bank shall keep and maintain for and on behalf of the District books and records as to the ownership of the Bond and the transfer and exchange thereof pursuant to the terms of this Agreement and the Bond Issuance Agreement.

The District hereby appoints the Bank as Depository with respect to certain of the bond proceeds or other funds. As Depository, the Bank will receive, hold and disburse the funds received hereunder in accordance with the terms and conditions hereof.

The Bank hereby accepts such appointments and agrees to serve as the Paying Agent and Registrar for the Bond and as the Depository for the funds received hereunder.

Section 1.2 Compensation.

As compensation for the Bank's services as Paying Agent, Registrar, and Depository, the District agrees to pay the Bank the fees and amounts set forth in Exhibit A attached hereto for the first year of this Agreement and, annually thereafter, in accordance with the Bank's fee schedule in effect when such services are performed. In addition, the District agrees to reimburse the Bank for all reasonable expenses, disbursements and advances incurred or made by the Bank in connection with this Agreement (including the reasonable compensation and the expenses and disbursements of its agents and counsel). The Bank shall receive compensation from the District as set forth in Exhibit A attached to this Agreement, as amended from time to time by the parties. The Bank shall also be reimbursed by the District for its reasonable extraordinary and/or out-of-pocket expenses during the performance of the Bank's duties under this Agreement, including, but not limited to the establishment of accounts, express mail and messenger charges, travel expenses to attend closings or other meetings, de-conversion costs, and unscheduled redemptions.

ARTICLE 2 DEFINITIONS

Section 2.1 Definitions.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

"Bank" means U.S. Bank National Association, as paying agent, registrar, and depository, and its successors and assigns.

“Bank Office” means the office of the Bank as indicated in Section 7.3 hereof. For the purposes of registration and exchange of the Bond, Bank Office shall mean the office of the Bank located at 111 Fillmore Avenue E, St. Paul, MN 55107, Attention: Global Corporate Trust Services. The Bank will notify the District in writing of any change in location of the Bank Office.

“Bond” means the Oroville Union High School District, Butte County, California, 2019 General Obligation Refunding Bond issued hereunder.

“Bond Issuance Agreement” means such agreement dated as of August 1, 2019, entered into by the District.

“Bond Register” means a register maintained by the Bank on behalf of the District providing for the registration and transfer of the Bond.

“Business Day” means any day of the week other than a Saturday or a Sunday or a day on which banks in the State of California are not required or authorized to remain closed and on which the New York Stock Exchange is open for business.

“Closing Date” means August 22, 2019.

“County” means Butte County, State of California.

“District” means the Oroville Union High School District.

“Holder” and “Bondholder” each means the Person in whose name a Bond is registered in the Bond Register. As of the Closing Date such Holder shall be Municipal Finance Corporation.

“Interest Payment Date” means February 1, and August 1 of each year. The first Interest Payment Date shall be February 1, 2020.

“Paying Agent” means the Bank, in its capacity as the principal paying agent.

“Principal Payment Date” means August 1 of each year through and including August 1, 2027. The first Principal Payment Date shall be August 1, 2020.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, or government or any agency or political subdivision of a government.

“Predecessor Bond” of any particular Bond means every previous Bond evidencing all or a portion of the same obligation as that evidenced by such particular Bond (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Bond for which a replacement Bond has been registered and delivered in lieu thereof pursuant to Section 4.6 hereof and the Bond Issuance Agreement).

“Record Date” means the 15th day of the month preceding any Interest Payment Date. The first Record Date shall be January 15, 2020.

“Stated Maturity” means the date specified in the Bond Issuance Agreement on which the principal of a Bond is scheduled to be due and payable. The final Stated Maturity date is August 1, 2027.

“Treasurer” means the Treasurer-Tax Collector of the County.

Section 2.2 Other Definitions.

The term “Paying Agent/Registrar/Depository” refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE 3 PAYING AGENT

Section 3.1 Duties of Paying Agent.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the District, pay on behalf of the District, the principal of and interest on the Bond when due, by preparing and sending payment in the manner described in Section 3.2 herein, to the Holders of the Bond (or a Predecessor Bond) on the respective Record Date, to the address appearing on the Bond Register or by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder’s risk and expense.

Section 3.2 Payment Dates.

So long as the Bond is outstanding, and unless otherwise directed by District or the County, the Bank shall forward an invoice to the County (by U.S. Mail at Butte County Auditor-Controller’s Office, 25 County Center Drive, Suite 120, Oroville, CA 95965, Attn: Cathy Moore; and by email at propertytaxgroup@buttecounty.net), thirty (30) days in advance of each Interest Payment Date and Principal Payment Date, for the amount of the payment that is due and payable on said Interest Payment Date and Principal Payment Date. The District agrees to transfer or cause to be transferred to the Bank by no later than the Business Day immediately preceding the payment dates, immediately available funds in the amounts sufficient to pay principal and/or interest when due. Such funds shall be held uninvested by the Paying Agent.

Subject to the Bank’s receipt of said funds from the District, the District hereby instructs the Bank to pay the principal of and interest on the Bond so that it is received by the Owner on each Interest Payment Date and Principal Payment Date; provided, however, that if an Interest Payment Date and/or Principal Payment Date is not a Business Day, such payments shall be made by the Paying Agent on the Business Day immediately preceding said Interest Payment Date and/or Principal Payment Date. The District shall be responsible for the payment of any wire charges associated with said payments by the Paying Agent to the Owner.

Section 3.3 Wiring Instructions for the Initial Holder of the Bond.

So long as Municipal Finance Corporation, is the Holder of the Bond, or until such time as Municipal Finance Corporation provides the Paying Agent with new wiring instructions, the Paying Agent shall wire payments to the following account, and with the following information:

Municipal Finance Corporation
[WIRING INSTRUCTIONS]

**ARTICLE 4
REGISTRAR**

Section 4.1 Bond Register – Transfers and Exchanges.

The Bank agrees to keep and maintain for and on behalf of the District at the Bank Office books and records (herein sometimes referred to as the Bond Register) for recording the name and address of the Holder of the Bond, the transfer, exchange, and replacement of the Bond, and the payment of the principal and interest installments on the Bond to the Holder, and containing such other information as may be reasonably required by the District and subject to such reasonable regulations as the District and the Bank may prescribe. All transfers, exchanges, and replacement of the Bond shall be noted in the Bond Register.

Every Bond surrendered to the Bank for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the National Association of Bond Dealers, in form satisfactory to the Bank, duly executed by the Holder thereof or his or her agent duly authorized in writing. The Bank may request any supporting documentation it feels necessary to effect a registration, transfer or exchange of the Bond. To the extent possible and under reasonable circumstances, the Bank agrees that, in connection with an exchange or transfer of the Bond, the exchange or transfer will be completed and a new Bond delivered to the Holder or the assignee of the Holder in not more than three Business Days after the receipt of the Bond to be canceled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar, and delivery of any supporting documentation as referred to above.

Section 4.2 Bond.

Whenever the Bond shall be surrendered for transfer or exchange, the designated District officials shall execute and deliver a new Bond to the Registrar for delivery to the assignee as the Holder.

Section 4.3 Form of Bond Register.

The Bank as Registrar will maintain the Bond Register in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain the Bond Register in any form other than those currently available and used by the

Bank at the time. The Bond Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.4 List of Bondholders.

The Bank will provide a copy of the information contained in the Bond Register to the District upon request and upon payment of any applicable fee. The District may also inspect the information contained in the Bond Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form. The Bank will not release or disclose the contents of the Bond Register to any person other than to, or at the written request of, an authorized officer or employee of the District, except upon receipt of a subpoena, court order or as otherwise required by law. Upon receipt of a subpoena or court order or other request and prior to the release or disclosure of the contents of the Bond Register, the Bank will, to the extent permitted by law, notify the District so that the District may contest the subpoena or court order or other request or such release or disclosure of the contents of the Bond Register.

Section 4.5 Canceled Bond.

The Bank will, at such intervals as it determines, cancel and destroy, pursuant to the Securities Exchange Act of 1934, the Bond in lieu of which or in exchange for which another Bond has been issued, or which has been paid. The Paying Agent shall retain and destroy the canceled and matured Bond upon expiration of the appropriate retention period.

Section 4.6 Mutilated, Destroyed, Lost or Stolen Bond.

The District hereby instructs the Bank, subject to the applicable provisions of the Bond Issuance Agreement, to deliver and issue a Bond in exchange for or in lieu of a mutilated, destroyed, lost or stolen Bond as long as the same does not result in an over-issuance. In case any Bond shall be mutilated, destroyed, lost, or stolen, the Bank, in its discretion, may execute and deliver a replacement Bond of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and in substitution for such mutilated Bond, or in lieu of and in substitution for such destroyed, lost or stolen Bond, only after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Bond and of the authenticity of the ownership thereof, and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the District and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Bond shall be borne by the Holder of the Bond so mutilated, destroyed, lost or stolen.

Section 4.7 Transaction Information to District.

The Bank will, within a reasonable time after receipt of written request from the District, furnish the District information as to the Bond it has paid pursuant to Section 3.1, the Bond it has delivered upon the transfer or exchange of any Bond pursuant to Section 4.1, and the Bond it has delivered in exchange for or in lieu of a mutilated, destroyed, lost or stolen Bond pursuant to Section 4.6.

ARTICLE 5 THE BANK

Section 5.1 Reliance on Documents, Etc.

(a) The Bank shall have no liability or responsibility for any statement made by the District or any other person in connection with the issuance of the Bond, or for the use or application of any money received by the District in connection with the Bond.

(b) The Bank may rely upon any instructions provided to it by the District, or upon any advice or instructions provided to it by bond counsel or its own counsel (including its own in-house counsel), in connection with its duties and shall not be liable for any action taken or omitted to be taken by it in good faith in accordance with such instructions or advice. The Bank shall be entitled to rely upon and shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, or other paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons.

(c) No provision of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(e) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

(f) The Bank shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Agreement, and no covenant or obligation shall be implied in this Agreement against the Bank.

(g) The Bank shall use its best efforts to perform its obligations hereunder, including the timely taking of action as required hereunder, provided, however, that the Bank shall not be liable for its failure to meet such deadlines, except such failure as shall result from its gross negligence or willful misconduct.

(h) The Bank shall not be liable for any loss or damage, including reasonable counsel fees and expenses, resulting from its actions or omissions to act hereunder, except for any loss or damage primarily caused by its own gross negligence or willful misconduct.

Section 5.2 Recitals of District.

The recitals contained herein with respect to the District and the recitals in the Bond shall be taken as the statements of the District, and the Bank assumes no responsibility for their correctness.

Section 5.3 Moneys Held by Bank.

Except as otherwise provided in this Agreement, the Bank shall be under no duty or obligation to invest any funds deposited with it by the District in its capacity as Paying Agent and will not be required to pay any interest on such funds, other than as specifically provided in ARTICLE Six below in its capacity as Depository. Any unclaimed funds held by the Bank will be escheated in accordance with applicable law.

Section 5.4 Indemnification.

The District agrees to indemnify the Bank (including its directors, officers and employees) for, and hold it harmless against, any loss, liability or expense incurred without gross negligence or bad faith on its part arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense (including its counsel fees) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement. The foregoing indemnities in this paragraph shall survive the resignation or removal of the Paying Agent/Registrar and the termination of this Agreement

Section 5.5 Interpleader.

The District and the Bank agree that the Bank may seek adjudication of any adverse claim, demand or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the state and county where either the Bank Office or the administrative offices of the District are located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 7.3 of this Agreement shall constitute adequate service. The District and the Bank further agree that the Bank has the right to interplead all of the assets held hereunder into a court of competent jurisdiction to determine the rights of any Person claiming any interest herein.

Section 5.6 Tax Reporting.

To the extent required by the Internal Revenue Code of 1986, as amended, and the regulations promulgated and pertaining thereto, it shall be the duty of the Bank, on behalf of the District, to report to the Holder and the Internal Revenue Service: (i) the amount of "reportable payments," if any, subject to backup withholding during each year and the amount of tax withheld, if any, with respect to payments of the Bond, and (ii) the amount of interest or amount treated as interest on the Bond and required to be included in gross income of the Holder.

ARTICLE 6 DEPOSITORY

Section 6.1 Duties of Depository.

The Bank undertakes to perform the duties set forth in this ARTICLE Six and agrees to use reasonable care in the performance thereof.

(a) Bank Solely an Agent. Notwithstanding any other provision contained herein, the Bank is acting solely as agent of the District and does not assume any obligation or relationship with any Holder, fiduciary or otherwise.

(b) Bank Actions. The Bank is authorized to transfer funds relating to the closing and initial delivery of the Bond in the manner disclosed in the closing memorandum. The Bank may act on a facsimile transmission of the closing memorandum to be followed by an original of the closing memorandum.

(c) Cost of Issuance Fund.

(i) The District hereby establishes and creates with the Depository the Cost of Issuance Fund.

(ii) A portion of the proceeds from the sale of the Bond as directed by the District in the amount of \$70,000.39 provided by or on behalf of the District shall be deposited in the Cost of Issuance Fund and used to pay costs of issuance of the Bond.

(iii) Moneys on deposit in the Cost of Issuance Fund shall be disbursed by the Depository upon receipt of a written request, in the form of requisition attached hereto as Exhibit C, executed by an Authorized Representative (as defined in Section 6.3 below) of the District or any other designee of the District specifying the purpose for which such disbursement is being made.

(iv) All funds remaining in the Cost of Issuance Fund on November 22, 2019 will be transferred to the Treasurer for deposit in the Debt Service Fund for the Bond, and the Cost of Issuance Fund will be closed. The Bank's duties as set forth in this ARTICLE Six shall terminate when the Costs of Issuance Fund is closed.

(d) Investments. Pending the use of the moneys held in the Cost of Issuance Fund, the Depository shall hold such funds uninvested in cash.

(e) Duties of Depository.

(i) The Depository shall maintain adequate records pertaining to the Cost of Issuance Fund and all transfers thereto, deposits therein, disbursements and transfers therefrom and earnings thereon.

(ii) Upon closure of the Costs of Issuance Fund, the Depository shall submit to the District a statement itemizing all moneys received by it and all payments made by it hereunder.

(iii) It is agreed that the duties of the Depository are only such as are herein specifically provided and are purely ministerial in nature and that the Depository shall incur no liability except for its own negligence or misconduct.

(iv) If the Depository is subjected to conflicting demands with respect to funds or property held hereunder, the Depository shall not be permitted or required to resolve such controversy or conflicting demands or take action, including the making of disbursements, but shall await resolution by written instructions from the District or by final court order.

(v) The Depository may rely upon any direction, certificate, statement or other document believed by it in good faith to be genuine and to have been signed or presented by an Authorized Representative (as defined in Section 6.3 below).

Section 6.2 Powers of the Bank as Depository. The Bank is authorized and empowered to:

(a) Hold assets or cash in the District's name or in the name of a nominee selected by the Bank or at recognized securities depositories.

(b) Employ agents other than its employees and delegate to them such ministerial and other nondiscretionary duties as it sees fit and to rely upon information furnished by such agents.

(c) Make, execute, acknowledge and deliver any and all documents of transfer and conveyance and other instruments that may be necessary or appropriate to carry out its duties and powers.

Section 6.3 Authorized Representative. The District shall furnish a list to the Bank of persons authorized to act on behalf of the District (an "Authorized Representative") for the purpose of transmitting instructions to the Bank concerning the funds held hereunder (and shall update such list from time to time when there are changes therein). An initial list is attached hereto as Exhibit B. The Bank shall have no duty to confirm whether the information on Exhibit B is current.

Unless and until written notice of any changes to Exhibit B shall be delivered to and acknowledged by the Bank, the Bank shall be entitled to assume that such information is current.

Section 6.4 Inspection Privileges. The books, records and documents of the Bank relevant to this Agreement are subject to examination by the District, or its designated independent public accountants or other agents, during normal business hours, upon at least two (2) Business Days' prior written notice to the Bank, and at the requesting party's expense.

ARTICLE 7 MISCELLANEOUS PROVISIONS

Section 7.1 Amendment.

This Agreement may be amended only by an agreement in writing signed by both of the parties hereto with the prior written consent of Municipal Finance Corporation, which shall not be unreasonably withheld.

Section 7.2 Assignment.

This Agreement may not be assigned by either party without the prior written consent of the other party.

Section 7.3 Notices.

Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the District or the Bank shall be mailed or delivered to the District or the Bank, respectively, at the following addresses:

Notices to the District shall be directed and mailed as follows:

Oroville Union High School District
2211 Washington Avenue
Oroville, CA 95966
Attn: Assistant Superintendent/CBO
Phone: (530) 538-2300
Facsimile: (530) 538-2308

Notices to the Bank shall be directed and mailed as follows:

U.S. Bank National Association
One California Street, 10th Floor
San Francisco, CA 94111
Attn: Global Corporate Trust Services
Reference: 2019 GO Refunding Bonds
Phone: (415) 677-3597
Facsimile: (415) 677-3769

Notices to the initial Holder shall be directed and mailed as follows:

Municipal Finance Corporation
2945 Townsgate Road, Suite 200
Westlake Village, CA 91361
Attn: President

Section 7.4 Headings.

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 7.5 Successors and Assigns.

All covenants and agreements herein by the District shall bind its successors and assigns. Any corporation or association into which the Bank may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets, or any

corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become successor Paying Agent/Registrar/Depository hereunder and vested with all of the powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 7.6 Severability.

In case any provision herein shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 7.7 Benefits of Agreement.

Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors and permitted assigns hereunder, any benefit or any legal or equitable right, remedy or claim hereunder.

Section 7.8 Entire Agreement.

This Agreement and the Bond Issuance Agreement constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar/Depository and if any conflict exists between this Agreement and the Bond Issuance Agreement, the Bond Issuance Agreement shall govern.

Section 7.9 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 7.10 Termination.

This Agreement will terminate: (i) on the date of final payment of the principal of and interest on the Bond to the Holders thereof, or (ii) may be earlier terminated by either party upon 60 days' written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the District and such appointment accepted, and (b) notice has been given to the Holder of the Bond of the appointment of a successor Paying Agent/Registrar. Furthermore, the Bank and District agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Bond.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Bond Register (or a copy thereof) together with other pertinent books and records relating to the Bond, to the successor Paying Agent/Registrar designated and appointed by the District. The provisions of Section 1.2 and ARTICLE Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 7.11 Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of California.

Section 7.12 Force Majeure.

In no event shall the Bank be liable for any failure or delay in the performance of its obligations hereunder because of circumstances beyond the Bank's control, including, but not limited to, acts of God, flood, war (whether declared or undeclared), terrorism, fire, riot, strikes or work stoppages for any reason, embargo, government action, including any laws, ordinances, regulations or the like which restrict or prohibit the providing of the services contemplated by this Agreement, inability to obtain material, equipment, or communications or computer facilities, or the failure of equipment or interruption of communications or computer facilities, and other causes beyond the Bank's control whether or not of the same class or kind as specifically named above.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Paying Agent, Registrar,
and Depository Agreement as of the day and year first above written.

DISTRICT:

**OROVILLE UNION HIGH SCHOOL
DISTRICT**

By: _____
Superintendent

BANK:

U.S. BANK NATIONAL ASSOCIATION

By: _____
Authorized Officer

EXHIBIT A

BANK FEE SCHEDULE



U.S. Bank Customer Confidential

Schedule of Fees for Services as Paying Agent, Registrar, COI and Escrow Agent For Oroville Union High School District

CTS01010A	Acceptance Fee The acceptance fee includes the administrative review of documents, initial set-up of the account, and other reasonably required services up to and including the closing. This is a one-time, non-refundable fee, payable at closing.	300
CTS04110	Paying Agent / Registrar / Transfer Agent Annual fee for the standard transfer agent, registrar, and paying agent services associated with the administration of the account. Administration fees are payable in advance.	500
CTS04160 INIT MISC	Refunding Escrow Agent, One Time One time fee for the standard agent services in administration of the defeasance escrow. Administration fees are payable in advance (if needed)	400
CTS04280	COI Administration Annual fee for the standard services associated with the administration of the account. Administration fees are payable in advance.	300
	Direct Out of Pocket Expenses Reimbursement of expenses associated with the performance of our duties, including but not limited to publications, legal counsel after the initial close, travel expenses and filing fees.	At Cost

Extraordinary Services Extraordinary Services are duties or responsibilities of an unusual nature, including termination, but not provided for in the governing documents or otherwise set forth in this schedule. A reasonable charge will be assessed based on the nature of the services and the responsibility involved. At our option, these charges will be billed at a flat fee or at our hourly rate then in effect.

Extraordinary administration services:

Extraordinary administration services (EAS) are duties, responsibilities or activities not expected to be provided by the trustee or agent at the outset of the transaction, not routine or customary, and/or not incurred in the ordinary course of business and may require analysis or interpretation. Billing for fees and expenses related to EAS is appropriate in instances where particular inquiries, events or developments are unexpected, even if the possibility of such circumstances could have been identified at the inception of the transaction, or as changes in law, procedures, or the cost of doing business demand. At our option, EAS may be charged on an hourly (time expended multiplied by current hourly rate), flat or special fee basis at such rates or in such amounts in effect at the time of such services, which may be modified by us in our sole and reasonable discretion from time to time. In addition, all fees and expenses incurred by the trustee or agent, in connection with the trustee's or agent's EAS and ordinary administration services and including without limitation the fees and expenses of legal counsel, financial advisors and other professionals, charges for wire transfers, checks, internal transfers and securities transactions, travel expenses, communication costs, postage (including express mail and overnight delivery charges), copying charges and the like will be payable, at cost, to the trustee or agent. EAS fees are due and payable in addition to annual or ordinary

administration fees. Failure to pay for EAS owed to U.S. Bank when due may result in interest being charged on amounts owed to U.S. Bank for extraordinary administration services fees and expenses at the prevailing market rate.

General terms and conditions:

Your obligation to pay under this fee schedule shall govern the matters described herein and shall not be superseded or modified by the terms of the governing documents and survive any termination of the transaction or governing documents and the resignation or removal of the trustee or agent. This fee schedule shall be construed and interpreted in accordance with the laws of the state identified in the governing documents without giving effect to the conflict of laws principles thereof. You agree to the sole and exclusive jurisdiction of the state and federal courts of the state identified in the governing documents over any proceeding relating to or arising regarding the matters described herein. Payment of fees constitutes acceptance of the terms and conditions described herein.

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to you directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.

Important information about procedures for opening a new account: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a nonindividual, such as a business entity, a charity, a trust or other legal entity, we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

June 6, 2019

EXHIBIT B

DISTRICT AUTHORIZED REPRESENTATIVES

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of the District and are authorized to initiate and approve transactions of all types for the account or accounts established under the Paying Agent, Registrar, and Depository Agreement to which this Exhibit B is attached, on behalf of the District.

Name /Title

Specimen Signature

Corey Willenberg, Ed.D.
Superintendent and Secretary of
the Board of Trustees of
the Oroville Union High School District

Signature

Susan Watts
Assistant Superintendent/CBO

Signature

EXHIBIT C

OROVILLE UNION HIGH SCHOOL DISTRICT

Requisition to the Depository
To Disburse Funds from the Cost of Issuance Fund

Requisition No. _____

Dated: [DATE]

The Oroville Union High School District (the "District") hereby requests U.S. Bank National Association, as depository (the "Depository"), under the Paying Agent, Registrar, and Depository Agreement dated as of August 1, 2019 (the "Agreement"), between the District and the Depository, to pay from the Cost of Issuance Fund established under Section 6.1(c) of the Agreement, the amounts to the parties as set forth on the attached list.

The District hereby certifies that obligations in the amounts stated in Attachment 1 have been incurred by the District and are presently due and payable and that each item is a proper charge against the Cost of Issuance Fund and has not been previously paid from that fund.

Attached hereto are invoices for each payment requested.

OROVILLE UNION HIGH SCHOOL DISTRICT

By: _____
Authorized Representative

ATTACHMENT

[Please see attached invoices for delivery and/or wire instructions.]

Item	Payee	Amount	Purpose
1.			
2.			
3.			
4.			
5.			
6.			
	Total		

**Oroville Union High
School District**

Memo

To: OUHSD Board Members
From: Jacqueline Deadmore
cc:
Date: 8/1/2019
Re: Increase Lunch Price for Adults

Based on the USDA formula to calculate adult meal pricing (free meal reimbursement rate + extra .06 + per meal rate of USDA donated foods), it is necessary to increase the adult meal price from \$3.50 to \$4.00.

OROVILLE UNION HIGH SCHOOL DISTRICT

RESOLUTION #2-19/20

Approval to Teach in Designated Subject Area

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

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

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

Patrick Cleary to teach Health at Oroville High School

PASSED AND ADOPTED by the Board of Trustees of the Oroville Union High School District at its regular meeting held on the 14th day of August, 2019 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Board President

Attest:

Board Secretary

Philosophy, Goals, Objectives and Comprehensive Plans

Nondiscrimination in District Programs and Activities

The Governing Board is committed to providing equal opportunity for all individuals in district programs and activities. District programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

- (cf. 1240 - Volunteer Assistance)
- (cf. 4030 - Nondiscrimination in Employment)
- (cf. 4032 - Reasonable Accommodation)
- (cf. 4033 - Lactation Accommodation)
- (cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
- (cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)
- (cf. 5131.2 - Bullying)
- (cf. 5145.3 - Nondiscrimination/Harassment)
- (cf. 5145.7 - Sexual Harassment)
- (cf. 5145.9 - Hate-Motivated Behavior)
- (cf. 5146 - Married/Pregnant/Parenting Students)
- (cf. 6145 - Extracurricular and Co-curricular Activities)
- (cf. 6145.2 - Athletic Competition)
- (cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
- (cf. 6164.6 - Identification and Education Under Section 504)
- (cf. 6178 - Career Technical Education)
- (cf. 6200 - Adult Education)

All individuals shall be treated equitably in the receipt of district and school services. Personally identifiable information collected in the implementation of any district program, including, but not limited to, student and family information for the free and reduced-price lunch program, transportation, or any other educational program, shall be used only for the purposes of the program, except when the Superintendent or designee authorizes its use for another purpose in accordance with law. Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on race, gender, sexual orientation, religion, ethnicity, national origin, or immigration status or any other category identified above.

- (cf. 3540 - Transportation)
- (cf. 3553 - Free and Reduced Price Meals)
- (cf. 5145.13 - Response to Immigration Enforcement)

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

Nondiscrimination in District Programs and Activities (Cont.)

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

(cf. 1330 - Use of Facilities)

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

(cf. 1312.3 - Uniform Complaint Procedures)

Pursuant to 34 CFR 104.8 and 34 CFR 106.9, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in the annual parental notification distributed pursuant to Education Code 48980 and, as applicable, in announcements, bulletins, catalogs, handbooks, application forms, or other materials distributed by the district. The notification shall also be posted on the district's web site and social media and in district schools and offices, including staff lounges, student government meeting rooms, and other prominent locations as appropriate.

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

In addition, the annual parental notification shall inform parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, including information on educational rights issued by the California Attorney General. Alternatively, such information may be provided through any other cost-effective means determined by the Superintendent or designee. (Education Code 234.7)

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

Access for Individuals with Disabilities

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

Nondiscrimination in District Programs and Activities (Cont.)

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

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

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

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

Superintendent
Oroville Union High School District
2211 Washington Avenue
Oroville, CA 95966
(530) 538-2300, ext. 1107

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

48980 Parental notifications

48985 Notices to parents in language other than English

51007 Legislative intent: state policy

GOVERNMENT CODE

8310.3 California Religious Freedom Act

11000 Definitions

11135 Nondiscrimination in programs or activities funded by state

12900-12996 Fair Employment and Housing Act

54953.2 Brown Act compliance with Americans with Disabilities Act

PENAL CODE

422.55 Definition of hate crime

422.6 Interference with constitutional right or privilege

Nondiscrimination in District Programs and Activities (Cont.)

CODE OF REGULATIONS, TITLE 5

4600-4670 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities in Education Act

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

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

6311 State plans

6312 Local education agency plans

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

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

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

2000h-2000h-6 Title IX

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

36.303 Auxiliary aids and services

CODE OF FEDERAL REGULATIONS, TITLE 34

100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI

104.1-104.39 Section 504 of the Rehabilitation Act of 1973

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

106.9 Dissemination of policy

Management Resources:

CSBA PUBLICATIONS

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

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to
Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING PUBLICATIONS

California Law Prohibits Workplace Discrimination and Harassment

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

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

Dear Colleague Letter: Title IX Coordinators, April 2015

Dear Colleague Letter, May 26, 2011

Dear Colleague Letter: Harassment and Bullying, October 2010

Notice of Non-Discrimination, Fact Sheet, August 2010

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

Nondiscrimination in Employment Practices in Education, August 1991

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

2010 ADA Standards for Accessible Design, September 2010

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

WORLD WIDE WEB CONSORTIUM PUBLICATIONS

Web Content Accessibility Guidelines, December 2008

Nondiscrimination in District Programs and Activities (Cont.)

WEB SITES

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

California Office of the Attorney General: <http://oag.ca.gov>

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

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

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

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

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

U.S. Department of Justice, Civil Rights Division, Americans with Disabilities Act:

<http://www.ada.gov>

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

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

Adopted: 2/1/90

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