



OROVILLE UNION HIGH SCHOOL DISTRICT BOARD OF TRUSTEES

REGULAR MEETING AGENDA

Wednesday, September 18, 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 the 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, September 18, 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

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

1. 2019/2020 Sufficient Instructional Materials (Simas)

Pursuant to Education Code sections 60119 and 60422(b), a public hearing is presented to provide the community with the information that sufficient textbooks and instructional materials in all subjects consistent with the cycles and content of the curriculum frameworks were distributed to all students in 2019/2020. The Principals have verified that they either have sufficient materials or that additional materials have been ordered. The actual Resolution pertaining to this item will be acted upon later this evening.

STUDENT REPRESENTATIVES REPORTS

RECOGNITIONS AND PRESENTATIONS

2. Student Recognition/Achievement – Las Plumas High School

- 3. Report on Results of Refunding the 2009 General Obligation Bonds**
Matt Kolker from Government Financial Strategies will present the report.

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

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

RECOGNITION OF INDIVIDUALS WHO WISH TO SPEAK ON AGENDA ITEMS

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

NON-ACTION INFORMATIONAL ITEMS AND REPORTS

4. Board Comments

5. Superintendent

6. Administration

7. Report on the Cost to Reduce English 9 Classes to 25:1 for the 2020/2021 School Year

Mrs. Walker requested the cost to reduce English 9 classes to 25:1 for the 2020/2021 school year. Using this year's enrollment, the cost to reduce class size to 25:1 would be approximately \$160,000 and the cost to reduce class size to 28:1 would be approximately \$100,000. Assuming an attendance rate of 94%, this year's average class size at LPHS is 29.89 and at OHS is 27.96.

OLD BUSINESS (None)

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

- 8. Minutes from the August 14, 2019 and August 27, 2019 Board Meetings**
- 9. Check Registers Dated 8/6, 8/8, 8/13, 8/15, 8/20, 8/22, 8/27, 8/29, 9/3, 9/5 and 9/10**
- 10. Monthly Financial Report**
- 11. Donations to the Hall of Fame**
- 12. 19/20 ASB Budgets and Fundraisers**
- 13. Donation of Ten \$10 Gift Certificates from Tong Fong Low to OHS for Staff Appreciation**
- 14. Disposal of Surplus/Obsolete Items**
- 15. 18/19 and 19/20 OAE Courses**
- 16. Revised Yearbook Course Description**
- 17. Disposal of Obsolete Government Books at OHS**
- 18. 19/20 Agreement with OCESD to Provide Home-to-School Transportation**
- 19. 19/20 Agreement with OCESD to Transport Students to Durham**
- 20. 19/20 Contract with ATG for E-Rate Services**
- 21. Five Year Agreement with TUSD for OHS Students to Serve as Shady Creek Counselors**
- 22. 19/20 Contract with Novak Educational Consulting for UDL Training**

CONSENT CALENDAR (Cont.)

- 23. 19/20 Contract with Total Education Solutions for Speech Services**
- 24. 20/21 Contract with New Frontier 21 Consulting, LLC for Professional Development**
- 25. Three Year Agreement with Blackboard for the Automatic Notification System**
- 26. Graduation Waiver Requests**
- 27. Board Policies and Administrative Regulations**
 - o BP 1112 (Media Relations)
 - o AR 1340 (Access to District Records)
 - o BP/AR 3551 (Food Service Operations/Cafeteria Fund)
 - o AR 3543 (Transportation Safety and Emergencies)
 - o AR 3580 (District Records)
 - o AR 4117.7, 4317.7 (Employment Status Reports)
 - o BP 4119.22, 4219.22, 4319.22 (Dress and Grooming)
 - o BP/AR 4218 (Dismissal/Suspension/Disciplinary Action)
 - o BP/AR 5136 (Gangs)
 - o BP/AR 5144 (Discipline)
 - o BP 5146 (Married/Pregnant/Parenting Students)
 - o BB/E 9321 (Closed Session)
 - o BB 9400 (Board Self-Evaluation)

NEW BUSINESS

28. Tentative Agreement with OSTA for 18/19 and 19/20 (Willenberg)

The Tentative Agreement with OSTA includes increasing the 18-19 salary schedule by 4%, increasing the 19-20 salary schedule by 4%, increasing the Flag Coordinator stipend, adding two Link Crew stipends, adding eight days of release time for the OSTA President to conduct association business and providing Master Degree stipends to the Adult School unit members. The entire cost of the agreement is \$1,272,409, which will be paid out of reserves and ongoing revenues. A multi-year projection is also included in the documentation to show that the District will meet its obligations for the current and subsequent two years. **Recommend approval**

Enclosure

29. Resolution Regarding Sufficient Instructional Materials for 2019/2020 (Simas)

The required Public Hearing on this item was held earlier in this evening and resolution is now being presented for adoption. **Recommend adoption of Resolution #3-19/20**

Enclosure

30. Resolution Authorizing Mr. Sanders to Submit a Grant Request and Participate in the Volkswagen Environmental Mitigation Trust (Willenberg)

This resolution will authorize Mr. Sanders to submit a grant request and participate in the Volkswagen Environmental Mitigation trust. The District currently has 12 buses eligible to be replaced but it is unknown how many buses may be funded by the grant at this time.

Recommend adoption of Resolution #4-19/20

Enclosure

REGULAR BOARD AGENDA FOR SEPTEMBER 18, 2019

31. Personnel Assignment Order

Approval is requested for the following Personnel Assignment Order:

Certificated

2019/20 Coaches

OHS

Resignation of Phillip Brooks
From Varsity Football Asst. Coach
Change Kyle Dahlgren from split stipend
To full stipend \$3,233
Change Manny Santillan from JV Asst Coach
to Varsity Asst. Coach and from paid to NP
Cheer Head Coach – Emily Houghton \$2,772

LPHS

Varsity Girls Soccer–Bryanna DeLucia
correction to stipend amount from \$3,926 to
\$3,233
JV Basketball Asst. Coach–Jacob Hancock
\$500 (ASB paid)

Classified

Ching Thao
Food Service Worker
Resignation
Effective 9/7/2019

Samantha Hon
ATC Para Educator
Resignation

Effective 9/7/2019
Lorna Wetmore
Para Educator
Resignation
Effective 9/7/2019

Substitute Campus Supervisor

Billy Cash

Substitute Food Service Worker

Amber Edington
Roberta Ciocan
Carolyn Wilson

Substitute Para Educator

Samantha Hon

32. Expulsion Case #1-19/20

33. Expulsion Case #2-19/20

34. Expulsion Case #3-19/20

35. Change of Placement for Outside Expulsion Case #1-17/18

36. Change of Placement for Expulsion Case #5-18/19

37. Change of Placement for Expulsion Case #23-18/19

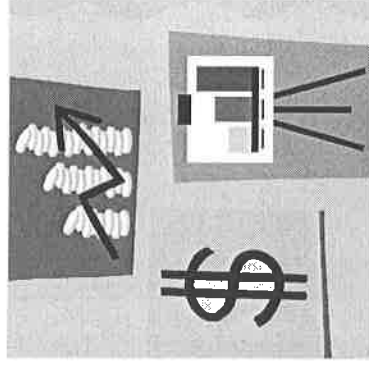
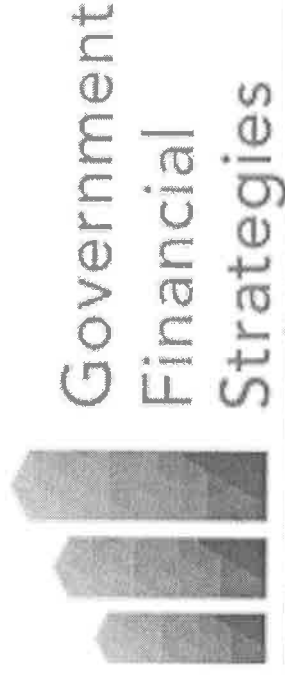
38. Items for Next Agenda

ADJOURNMENT

The meeting will be adjourned to a regular board meeting scheduled for Wednesday, October 16, 2019, 5:30 p.m. at the Oroville High School Library.

Oroville Union High School District

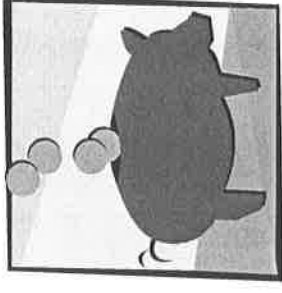
Fiscal Stewardship: Savings from Refinancing 2009 General Obligation Bonds (Measure G)



Presented by Matt Kolker
September 18, 2019

Agenda

- ◆ Sale Process and Results
- ◆ District's Use of GFOA Best Practices
- ◆ Updated Debt Portfolio
- ◆ Conclusion
- ◆ For Reference
 - ▶ August 24, 2016 Presentation



Two Step Competitive Process Used to Identify Lender/Investor

- ◆ Based upon guidance from the Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB), a privately placed bond may be considered for regulatory purposes a “municipal security” instead of a “loan”.
- ◆ Brokering/placing a municipal security between a borrower (i.e. the District) and lender/investor requires a broker-dealer license. Even if Government Financial Strategies had a broker-dealer license (which as an independent municipal advisor we do not), it is not permissible for one firm to serve as both municipal advisor and broker-dealer on the same issuance of municipal securities.
- ◆ Therefore, the first step was to utilize a competitive process to select a licensed broker-dealer to provide placement agent services.
- ◆ The second step was for the selected placement agent to utilize a competitive process to identify the lender/investor.

Competitive Process to Select Placement Agent

(Proposals Due June 11, 2019)

- ◆ On the District's behalf, we requested fee quotes for placement agent services from three qualified broker-dealer firms.
- ◆ The District received fee quotes from all three firms:
 - ◆ Backstrom McCarley Berry & Co. - \$6,500
 - ◆ Hilltop Securities - \$17,200
 - ◆ Brandis Tallman - \$17,500
- ✓ *Following consultation with District staff, decision made to select Backstrom McCarley.*

Competitive Process to Select Lender

(Proposals Due July 18, 2019)

	 Municipal Finance Corporation	 Opus Bank	 California Bank & Trust	 Pinnacle Public Finance	 BB&T	 Sterling Bank	 Capital One Public Funding	 City National Bank
	# 1	# 2	# 3	# 4	# 5	# 6	# 7	# 8
Amount *	\$6,930,000	\$6,930,000	\$6,930,000	\$6,930,000	\$6,930,000	\$6,930,000	\$6,930,000	\$6,930,000
Indicative Rate	2.150%	2.260%	2.330%	2.385%	2.430%	2.450%	2.470%	2.540%
Rate Guaranty	60 days	Until closing	60 days	Until closing	Until closing	Until closing	Until closing	Until closing
Prepayment Provisions	8/1/2022 @ 100	8/1/2024 @ 100	Anytime 30 day notice	8/1/2023 @ 100	8/1/2023 @ 100	2022 @ 102 DTP 2025	8/1/2023 @ 100	Non callable
Fees								
Bank Counsel	\$0	\$10,000	\$0	\$7,500	\$8,500	\$0	\$0	\$7,500
Origination Fee	\$0	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$7,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Notes:

Summary of Refunding Results *				
All-In True Interest Cost ⁽¹⁾	2.381%	2.534%	2.638%	2.687%
Total Debt Service	\$7,623,488	\$7,674,280	\$7,676,549	\$7,722,562
NPV Savings (%)	10.024%	9.350%	9.333%	8.673%
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* Preliminary; subject to adjustment
 (1) Includes placement agent fee, bank costs, municipal advisor, legal and all other anticipated fees

Note: table produced by Backstrom McCarley

Competitive Process to Select Lender (Cont.)

(Proposals Due July 18, 2019)

	 Bank of the West #9	 Five Star Bank #10	 First Northern Bank of Dixon #11	 DOWA Compass #12	 Banner Bank #13	 Umpqua Bank #14	 Western Alliance #15
Amount *	\$8,830,000	\$8,230,000	\$8,830,000	\$8,830,000	\$8,830,000	\$8,830,000	\$8,830,000
Indicative Rate	2.800%	2.700%	2.738%	2.800%	2.850%	2.860%	3.230%
Rate Guaranty	Until closing	45 days	Floating (until chosen)	30 days	Until closing	8/1/2019	Until closing
Prepayment Provisions	08/01/2025 @ 100	Anytime 30 day notice	Non callable	Non callable	8/1/2024 @ 100	8/1/2028 @ 100	8/1/2024 @ 100
Fees							
Bank Counsel	\$12,000	\$10,000	\$8,500	\$10,000	\$10,000	\$10,000	\$8,500
Origination Fee	\$0	\$35,000	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$500	\$385	\$0	\$0	\$0	\$0

Notes:

Summary of Refunding Results *

All-in True Interest Cost ⁽¹⁾	2.848%	3.060%	2.975%	3.043%	3.083%	3.234%	3.470%
Total Debt Service	\$7,779,516	\$7,851,276	\$7,822,335	\$7,845,267	\$7,862,230	\$7,908,813	\$7,989,855
NPV Savings (%)	7.950%	7.000%	7.388%	7.082%	6.857%	6.225%	5.182%

* Preliminary, subject to adjustment
(1) Includes placement agent fee, bank costs, municipal advisor, legal and all other anticipated fees

Note: table produced by Backstrom McCarley

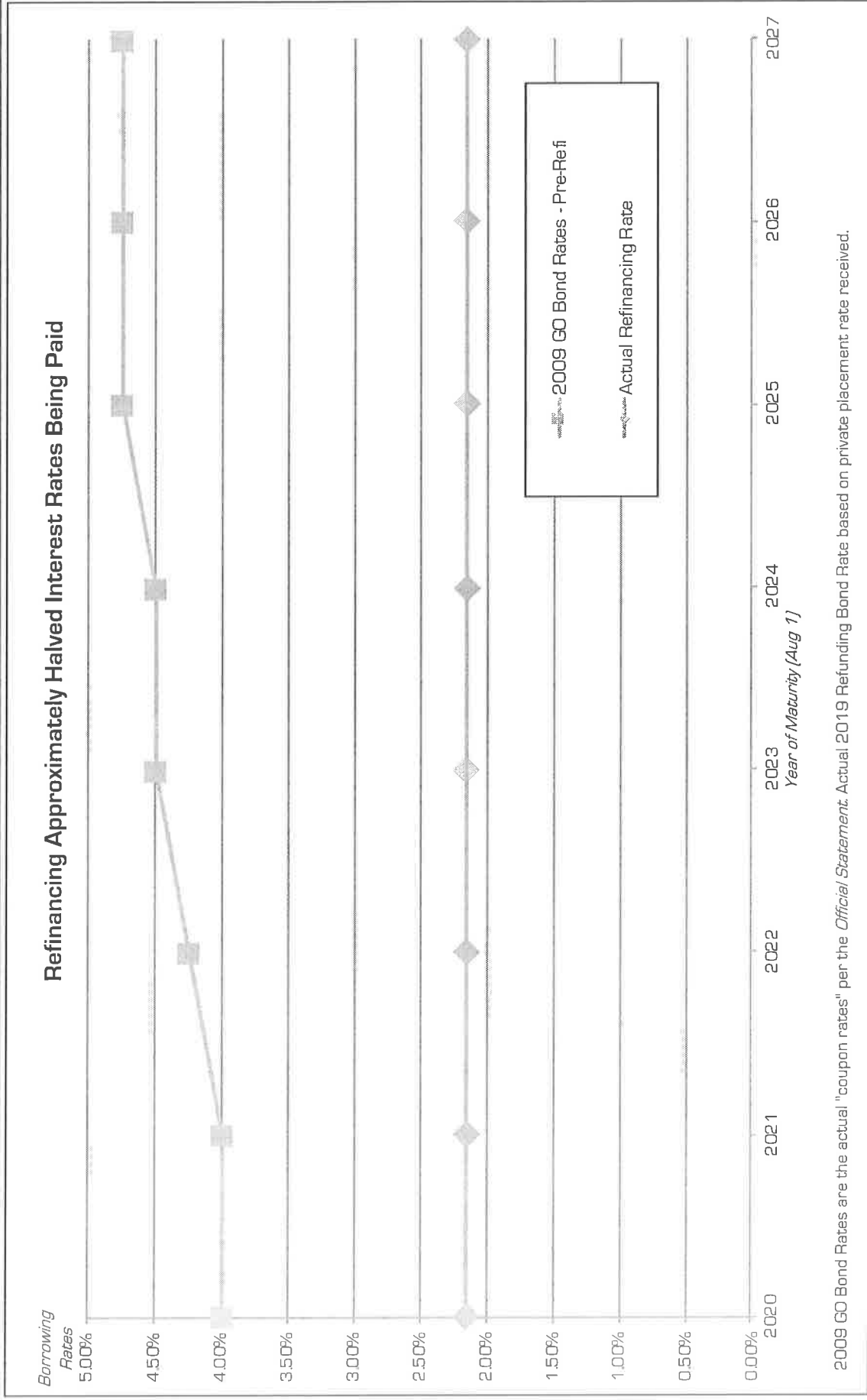
Lender Selection Considerations



- ◆ Lowest interest rate (2.150%) and true interest cost (which takes into account lender's costs) (2.381%) bid from Municipal Financing Corporation.
 - ▶ 60 day rate lock
 - ▶ Prepayable on or after 8/1/2022 without penalty.

- ◆ Following consultation with District staff, decision made to proceed with Municipal Financing Corporation's proposal.

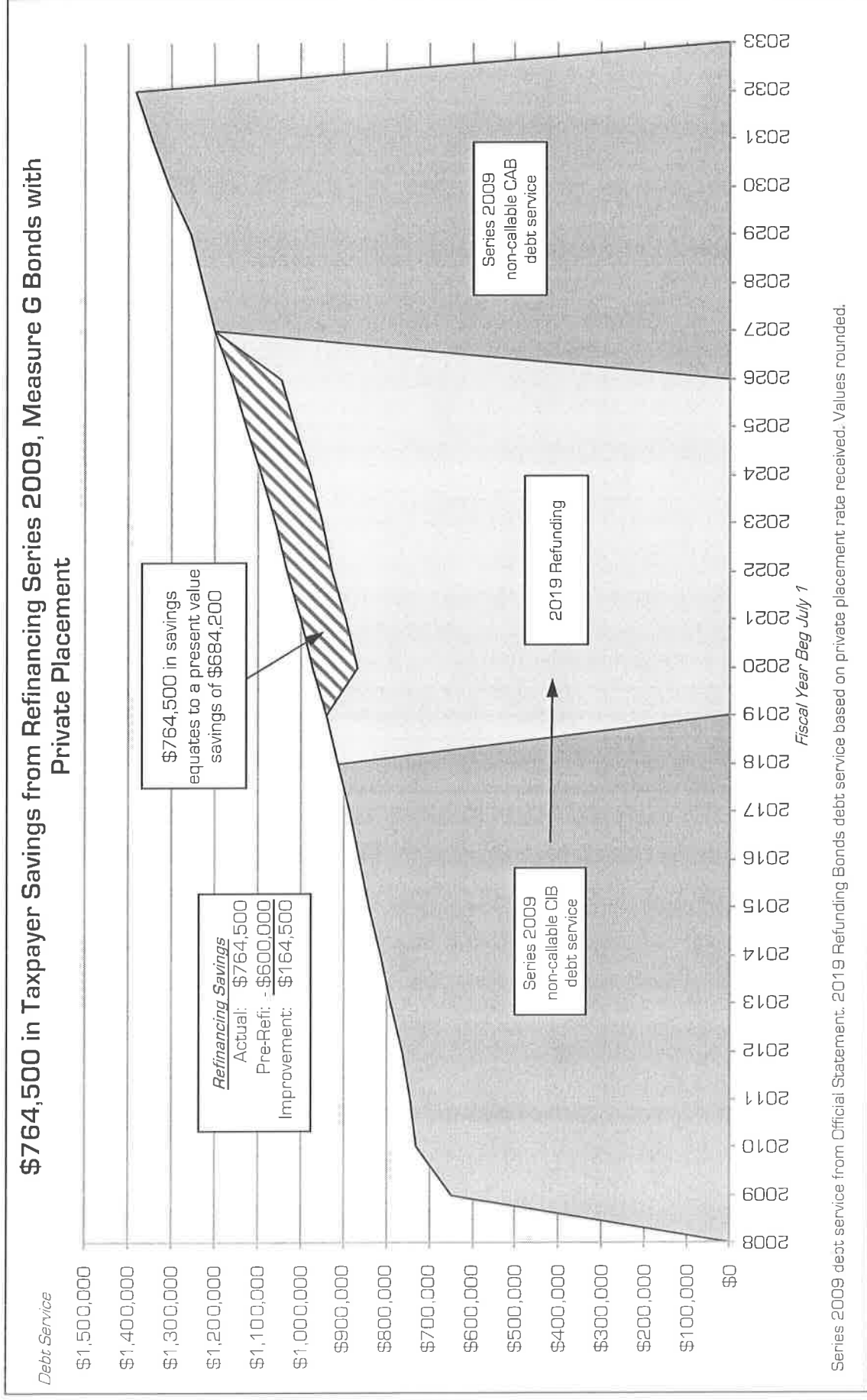
Significantly Lower Rate Achieved



Costs of Issuance Less than Budgeted

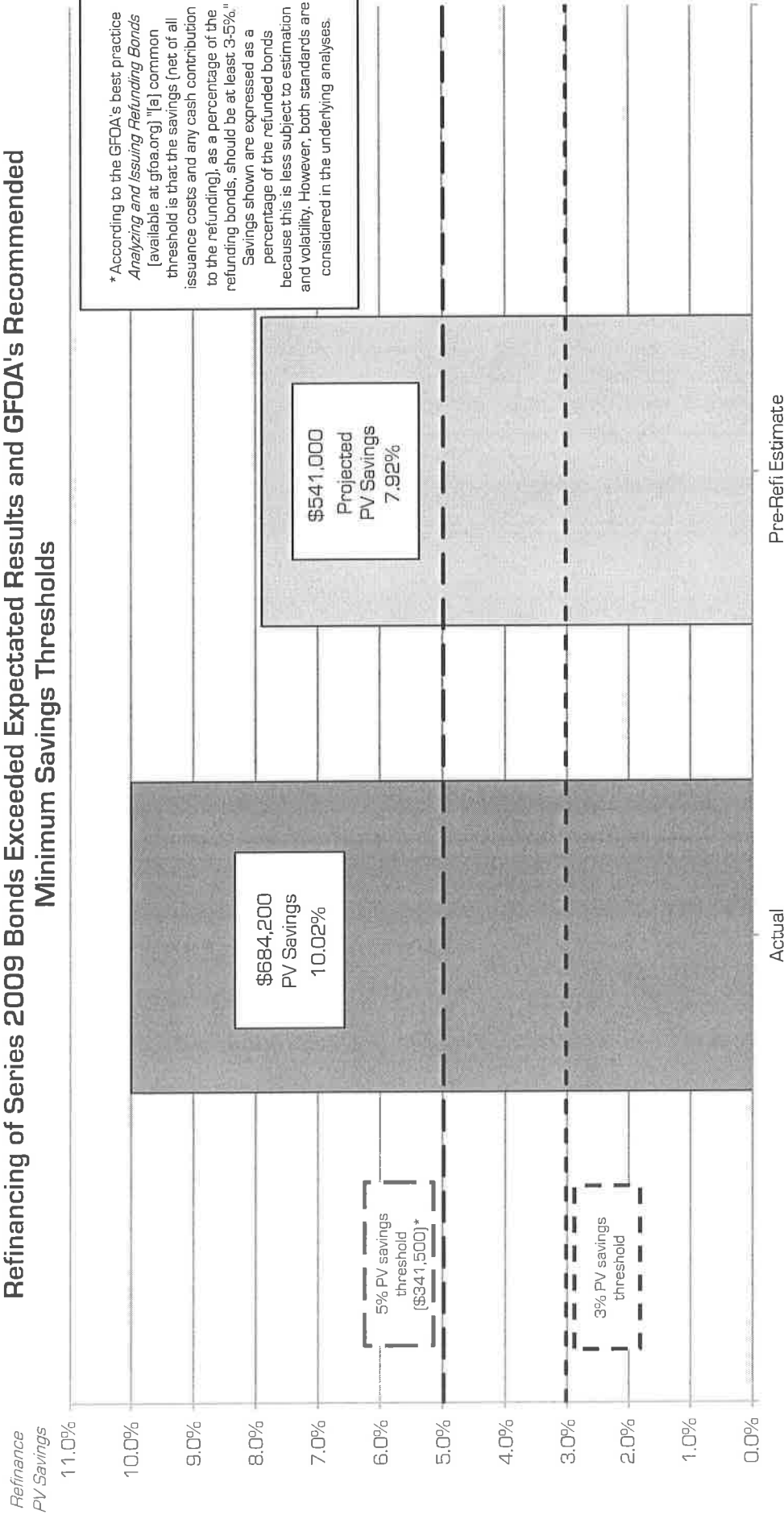
Sources	Pre-Refi Estimate	Actual
<u>Refunding Proceeds</u>		
Refunding Par Amount:	\$6,945,000.00	\$6,918,734.00
Premium:	+ \$0.00	+ \$0.00
Total Sources:	<u>\$6,945,000.00</u>	<u>\$6,918,734.00</u>
Uses		
<u>Refunding Escrow Deposits</u>		
SLGS Purchase:	\$6,854,694.31	\$6,848,733.61
Cash Deposit:	+ \$0.00	+ \$0.00
	<u>\$6,854,694.31</u>	<u>\$6,848,733.61</u>
<u>Delivery Date Expenses</u>		
Costs of Issuance:	\$90,000.00	\$70,000.39
Underwriter's Discount:	\$0.00	\$0.00
Bond Insurance:	+ \$0.00	+ \$0.00
Total Funds Required:	<u>\$90,000.00</u>	<u>\$70,000.39</u>
<u>Other Uses of Funds</u>		
Rounding (Additional Proceeds)	\$305.69	\$0.00
Total Uses:	<u>\$6,945,000.00</u>	<u>\$6,918,734.00</u>

\$164,500 More Savings Than Estimated



Present Value Savings Exceeds Thresholds, and is \$143,200 More than Estimated

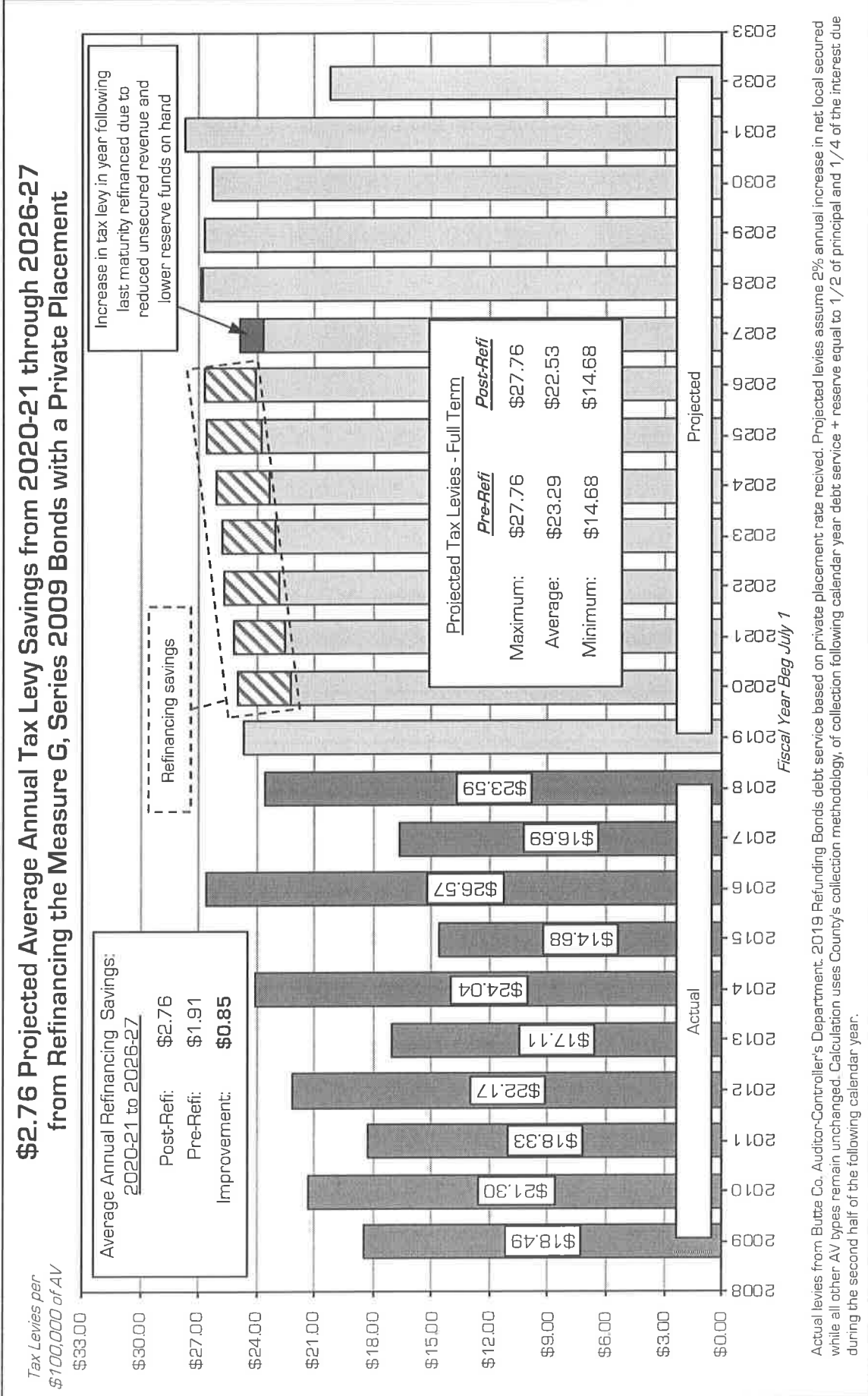
Refinancing of Series 2009 Bonds Exceeded Expectated Results and GFOA's Recommended Minimum Savings Thresholds



* According to the GFOA's best practice *Analyzing and Issuing Refunding Bonds* (available at gfoa.org) "[a] common threshold is that the savings (net of all issuance costs and any cash contribution to the refunding), as a percentage of the refunding bonds, should be at least 3-5%." Savings shown are expressed as a percentage of the refunded bonds because this is less subject to estimation and volatility. However, both standards are considered in the underlying analyses.

Private placement savings based on private placement rate received. Values rounded.

Proj. Tax Levy Savings = \$2.76/\$100K of AV (\$0.85/\$100K More Than Estimated)



Actual levies from Butte Co. Auditor-Controller's Department. 2019 Refunding Bonds debt service based on private placement rate received. Projected levies assume 2% annual increase in net local secured while all other AV types remain unchanged. Calculation uses County's collection methodology, of collection following calendar year debt service + reserve equal to 1/2 of principal and 1/4 of the interest due during the second half of the following calendar year.

GFOA Best Practices Utilized



◆ Selecting Bond Counsel



◆ Analyzing and Issuing Refunding Bonds



◆ Selecting and Managing the Method of Sale of Municipal Bonds



◆ Debt Issuance Transaction Costs



◆ Understanding Bank Loans



Updated Debt Portfolio

General Obligation Bonds - Measure J, November 2002, \$10,400,000

Series	Date	Type	Issuance - New Money	Issuance - Refinancing	Total Issuance	Net Debt to Principal	Debt Service to Principal at Issuance	Principal		Debt Service		Outstanding Principal as of Sep 1, 2019	Final Maturity	Able to Call?	Next Call Date	Callable Principal	Weighted Average	
								Paid & to be Paid as of Sep 1, 2019	Paid & to be Paid as of Sep 1, 2019	Paid as of Sep 1, 2019	Call?						Coupon	Next Call Premium
A	Aug 2003	CIBs	\$4,165,000	\$0	\$4,165,000	\$5,805,766	1.39 : 1	\$2,210,000	\$3,624,143	\$0	n/a	\$0	Aug 1, 2013	n/a	n/a	\$0	n/a	n/a
		CABs	\$1,832,434	\$0	\$1,832,434	\$5,555,000		\$1,832,434	\$5,555,000	\$1,619,053	No	\$0	Aug 1, 2028	n/a	n/a	\$0	n/a	n/a
B	Jul 2004	CIBs	\$2,850,000	\$0	\$2,850,000	\$4,046,203	1.42 : 1	\$1,425,000	\$2,432,828	\$0	n/a	\$0	Aug 1, 2013	n/a	n/a	\$0	n/a	n/a
		CABs	\$1,548,987	\$0	\$1,548,987	\$5,070,000		\$1,548,987	\$5,070,000	\$1,401,232	No	\$0	Aug 1, 2029	n/a	n/a	\$0	n/a	n/a
2014 Ref	Apr 2014	CIBs	\$0	\$3,490,000	\$3,490,000	\$3,647,392	1.05 : 1	\$3,490,000	\$3,647,392	\$0	n/a	\$0	Aug 1, 2018	n/a	n/a	\$0	n/a	n/a
					\$10,936,421	\$13,886,421		\$10,506,421	\$20,329,363	\$3,020,286								

Debt Service to Principal Ratios

Debt service of new money issuances to new money principal: 1.97 : 1
Total debt service after refinancings to new money principal: 1.96 : 1

General Obligation Bonds - Measure G, November 2008, \$12,000,000

Series	Date	Type	Issuance - New Money	Issuance - Refinancing	Total Issuance	Net Debt to Principal	Debt Service to Principal at Issuance	Principal		Debt Service		Outstanding Principal as of Sep 1, 2019	Final Maturity	Able to Call?	Next Call Date	Callable Principal	Weighted Average	
								Paid & to be Paid as of Sep 1, 2019	Paid & to be Paid as of Sep 1, 2019	Paid as of Sep 1, 2019	Call?						Coupon	Next Call Premium
2009	Mar 2009	CIBs	\$10,720,000	\$0	\$10,720,000	\$16,196,595	1.51 : 1	\$3,890,000	\$7,818,295	\$0	n/a	\$0	Aug 1, 2019	n/a	n/a	\$0	n/a	n/a
		CABs	\$1,279,964	\$0	\$1,279,964	\$7,720,000		\$1,279,964	\$7,720,000	\$1,279,964	No	\$0	Aug 1, 2033	n/a	n/a	\$0	n/a	n/a
2019 Ref	Aug 2019	CIBs	\$0	\$6,918,734	\$6,918,734	\$7,613,828	1.10 : 1	\$6,918,734	\$7,613,828	\$6,918,734	Yes	\$4,605,427	Aug 1, 2022	Yes	Aug 1, 2022	\$4,605,427	2.15%	0.00%
					\$11,999,964	\$6,918,734		\$12,068,698	\$23,152,123	\$8,198,698								

Debt Service to Principal Ratios

Debt service of new money issuances to new money principal: 1.99 : 1
Total debt service after refinancings to new money principal: 1.93 : 1

- (1) Series A net debt service reflects application of \$6,219 deposited for payment of debt service;
(2) Series B net debt service reflects application of \$8,202 deposited for payment of debt service;
(3) Series C net debt service reflects application of \$168,159 deposited for payment of debt service;
(4) 2014 Refunding refinanced Series A & B CIBs, saving taxpayers \$147,606;
(5) 2019 Refunding refinanced Series 2009 CIBs, saving taxpayers \$764,472.

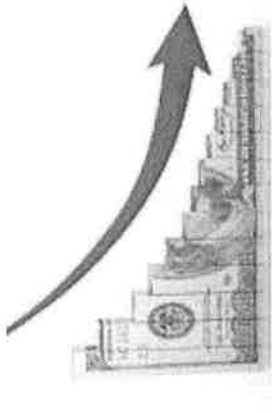


✓ Portfolio will continue to be monitored for stewardship and compliance

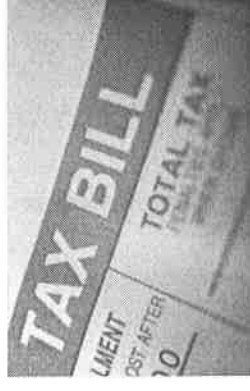
Conclusion

- ◆ Refinancing 2009 Bonds saves taxpayers:

- ▶ \$764,500 in total bond repayment



- ▶ \$2.76 per \$100,000 of assessed value (average annual savings: 2020-21 through 2026-27)

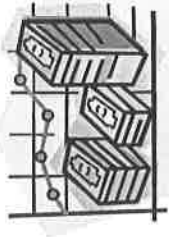
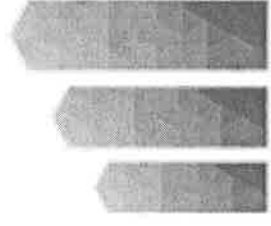


For Reference

◆ June 19, 2019 Presentation

Oroville Union High School District

Fiscal Stewardship: Refinancing 2009 General Obligation Bonds (Measure G)

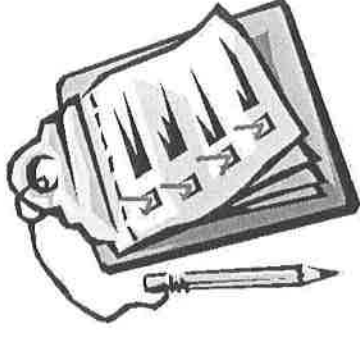


Government
Financial
Strategies

Presented by Matt Kolker
June 19, 2019

Our Agenda for Tonight

- ◆ Introductions
- ◆ Role of Financial Advisor
- ◆ General Obligation Bond Portfolio
- ◆ Refinancing Scenarios and Analysis
- ◆ Next Steps
- ◆ For Reference



Introductions



- ◆ Matthew Kolker, Client Services Director
 - ▶ Registered Municipal Advisor

- ◆ Government Financial Strategies
 - ▶ Public finance consulting firm dedicated to helping public agencies meet their capital needs
 - ▶ Established in 1988
 - ▶ Since 1997 we have worked on a variety of projects for the District (e.g. lease-purchase financing, etc.), but not previously on Measure G

Role of Financial Advisor

- ◆ Fiduciary duty to the District
- ◆ Provide independent financial analysis and advice
- ◆ Represent the District to the bond market
- ◆ Activities regulated by the Securities and Exchange Commission and the Municipal Securities Rulemaking Board as a result of the Dodd-Frank Act of 2010

General Obligation Bond Portfolio

General Obligation Bonds - Measure J, November 2002, \$10,400,000

Series	Dated Date	Type	Issuance - New Money	Issuance - Refinancing	Total Issuance	Net Debt Service	Debt Service to Principal at Issuance	Principal Paid & to be Paid as of Jun 1, 2019	Debt Service Paid & to be Paid as of Jun 1, 2019	Outstanding Principal as of Jun 1, 2019	Final Maturity	Able to Call?	Next Call Date	Callable Principal	Weighted Average Callable Coupon Premium
A	Aug 2003	CIBs	\$4,165,000	\$0	\$4,165,000	\$5,805,766	1.39 : 1	\$2,210,000	\$3,624,143	\$0	Aug 1, 2013	n/a	n/a	\$0	n/a
		CABs	\$1,832,434	\$0	\$1,832,434	\$5,555,000		\$1,832,434	\$5,555,000	\$1,832,434	Aug 1, 2028	No	n/a	\$0	n/a
B	Jul 2004	CIBs	\$2,850,000	\$0	\$2,850,000	\$4,046,203	1.42 : 1	\$1,425,000	\$2,432,828	\$0	Aug 1, 2013	n/a	n/a	\$0	n/a
		CABs	\$1,548,987	\$0	\$1,548,987	\$5,070,000		\$1,548,987	\$5,070,000	\$1,548,987	Aug 1, 2029	No	n/a	\$0	n/a
2014 Rfq	Apr 2014	CIBs	\$0	\$3,490,000	\$3,490,000	\$3,647,392	1.05 : 1	\$3,490,000	\$3,647,392	\$0	Aug 1, 2018	n/a	n/a	\$0	n/a
									\$10,506,421	\$20,329,363					

Debt Service to Principal Ratios

Debt service of new money issuances to new money principal: 1.97 : 1

Total debt service after refinancings to new money principal: 1.96 : 1

General Obligation Bonds - Measure G, November 2008, \$12,000,000

Series	Dated Date	Type	Issuance - New Money		Issuance - Refinancing	Total Issuance	Net Debt Service	Debt Service to Principal at Issuance	Principal Paid & to be Paid as of Jun 1, 2019		Debt Service Paid & to be Paid as of Jun 1, 2019		Outstanding Principal as of Jun 1, 2019	Final Maturity	Able to Call?	Next Call Date	Callable Principal	Weighted Average	
			Issuance - New Money	Issuance - Refinancing					Principal Paid as of Jun 1, 2019	Debt Service Paid as of Jun 1, 2019	Callable Coupon	Next Call Premium							
2009	Mar 2009	CIBs	\$10,720,000	\$0	\$0	\$10,720,000	\$16,196,595	1.51 : 1	\$10,720,000	\$16,196,595	\$7,415,000	Aug 1, 2027	Yes	Aug 1, 2019	\$6,830,000	1.61%	0.00%	n/a	
		CABs	\$1,279,964	\$0	\$0	\$1,279,964	\$7,720,000		\$1,279,964	\$7,720,000	\$1,279,964	Aug 1, 2033	No	n/a	\$0	n/a			
			\$11,999,964		\$0	\$11,999,964	\$23,916,595			\$11,999,964	\$23,916,595			\$8,694,964					

Debt Service to Principal Ratios

Debt service of new money issuances to new money principal: 1.99 : 1

- (1) Series A net debt service reflects application of \$6,219 deposited for payment of debt service;
 (2) Series B net debt service reflects application of \$8,202 deposited for payment of debt service;
 (3) Series C net debt service reflects application of \$168,159 deposited for payment of debt service;
 (4) 2014 Refunding refinanced Series A & B CIBs, saving taxpayers \$147,606.

Bond Issuance Methods

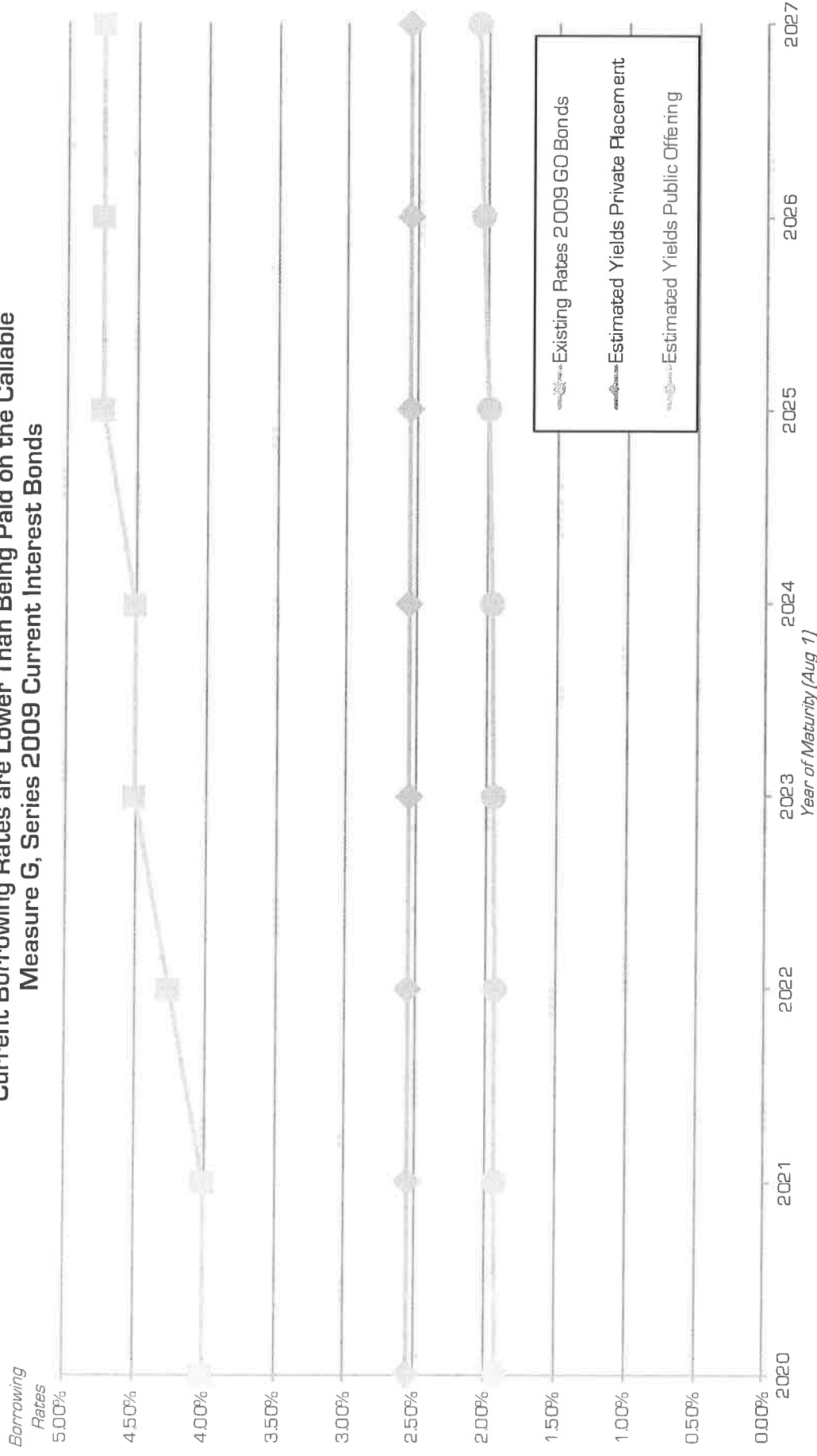
- ◆ Public Offering:
 - ▶ The securities are sold to an underwriter, who commits to the purchase and subsequently makes them available for sale to investors in the public market.
 - ▶ Access the “yield curve”
 - ▶ The securities may be traded and directly invested in by the general public.
- ◆ Private Placement
 - ▶ The borrowing is implemented directly with a single or relatively small number of “sophisticated” investor(s).
 - ▶ Does not access the “yield curve”
 - ▶ The borrowing generally can only be traded with other “sophisticated” investors.

Issuance Method Considerations

- ◆ Public offerings are more expensive to issue than a private placement; however:
 - ▶ Access to the conventional bond market typically provides lower borrowing rates via the “yield curve” (“points” vs. interest rate)
 - ✓ *The longer the borrowing term and the larger the borrowing amount, the more likely a public offering will be more cost effective than a private placement.*
 - ▶ The conventional bond market accepts longer term and larger borrowings than the private placement market
- ◆ Private placements require lower upfront costs than public offerings, but usually have just one interest rate, and therefore can have higher interest rates than represented by the “yield curve” .
 - ✓ *The shorter the borrowing term and the smaller the borrowing amount, the more likely a private placement will be more cost effective than a public offering.*
- ◆ Private placements require less ongoing administration and, we believe, less overall public liability risk than public offerings.

Refunding Rates at Each Maturity ↓

Current Borrowing Rates are Lower Than Being Paid on the Callable Measure G, Series 2009 Current Interest Bonds



Existing rates are the actual "coupon rates" per the *Official Statement*. Refinancing rates for public offering based on MMD 'AAA' rates as of May 28, 2019, adjusted to assumed 'A' rating by adding 50bp. MMD 'AAA' Yield Curve produced daily by Thomson Reuters to represent yields by maturity of the highest-grade AAA rated state general obligation bonds, as determined by the MMD analyst team. Refinancing rate for private placement based on estimates from a placement agent.

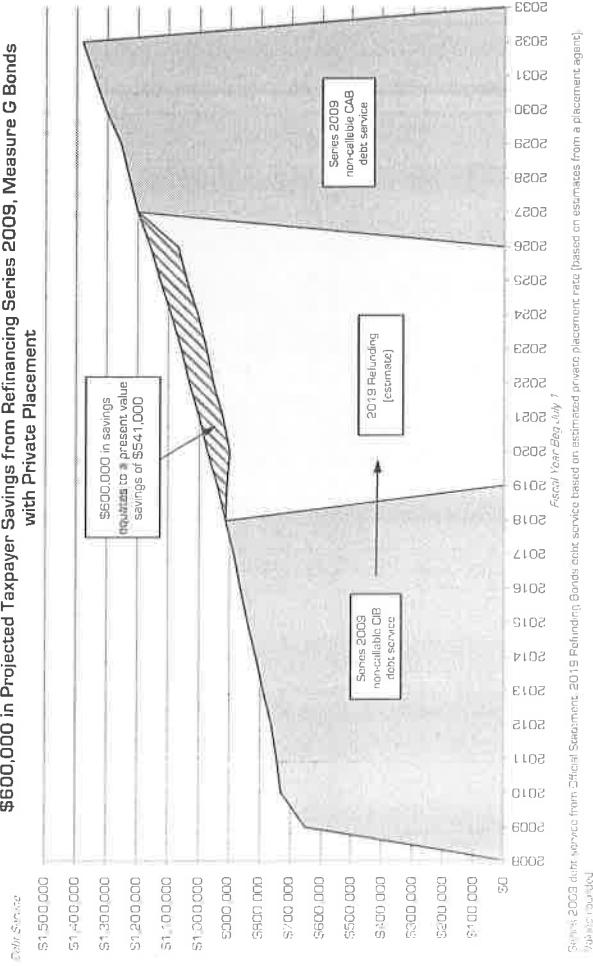
Issuance Costs for Private Placement < Public Offering

Sources	Private Placement	Public Offering
<u>Refunding Proceeds</u>		
Refunding Par Amount:	\$6,945,000.00	\$6,820,000.00
Premium:	+ \$0.00	+ \$299,591.35
Total Sources:	<u>\$6,945,000.00</u>	<u>\$7,119,591.35</u>
<u>Uses</u>		
<u>Refunding Escrow Deposits</u>		
SLGS Purchase:	\$6,854,694.31	\$6,865,764.00
Cash Deposit:	+ \$0.00	+ \$0.17
	<u>\$6,854,694.31</u>	<u>\$6,865,764.17</u>
<u>Delivery Date Expenses</u>		
Costs of Issuance:	\$90,000.00	\$125,000.00
Underwriter's Discount:	\$0.00	\$85,250.00
Bond Insurance:	+ \$0.00	+ \$38,929.93
Total Funds Required:	<u>\$90,000.00</u>	<u>\$249,179.93</u>
<u>Other Uses of Funds</u>		
Rounding (Additional Proceeds)	\$305.69	\$4,647.25
Total Uses:	<u>\$6,945,000.00</u>	<u>\$7,119,591.35</u>

Projected Total Savings for Private Placement > Public Offering

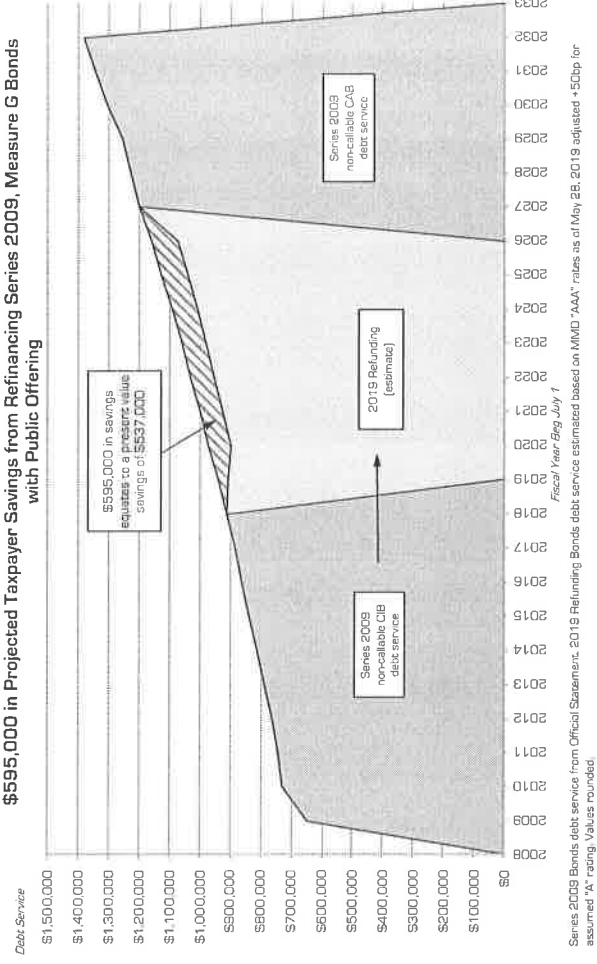
Private Placement Total Savings = \$600,000

\$600,000 in Projected Taxpayer Savings from Refinancing Series 2009, Measure G Bonds with Private Placement



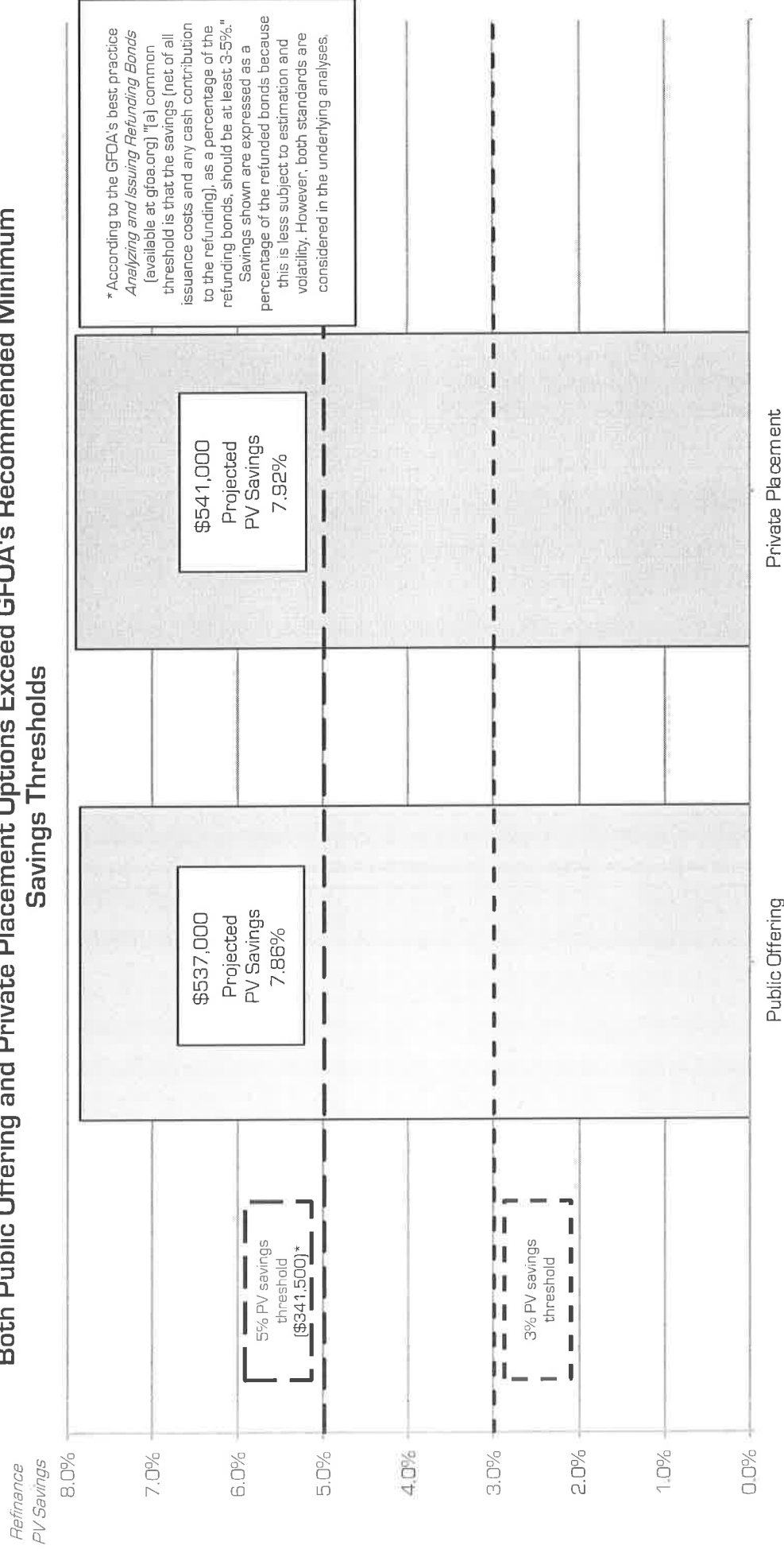
Public Offering Total Savings = \$595,000

\$595,000 in Projected Taxpayer Savings from Refinancing Series 2009, Measure G Bonds with Public Offering



Projected Present Value Savings for Private Placement > Public Offering

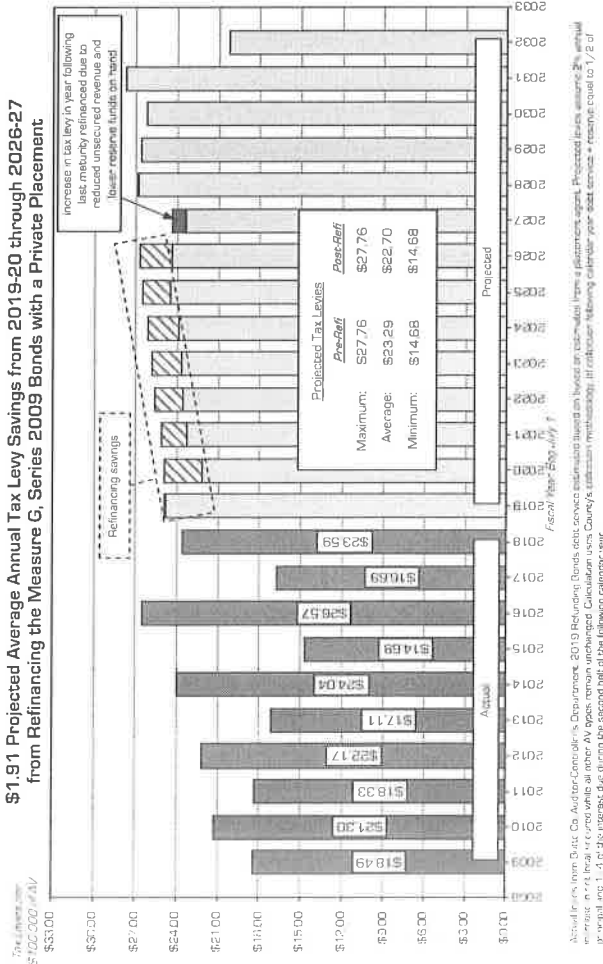
Both Public Offering and Private Placement Options Exceed GFOA's Recommended Minimum Savings Thresholds



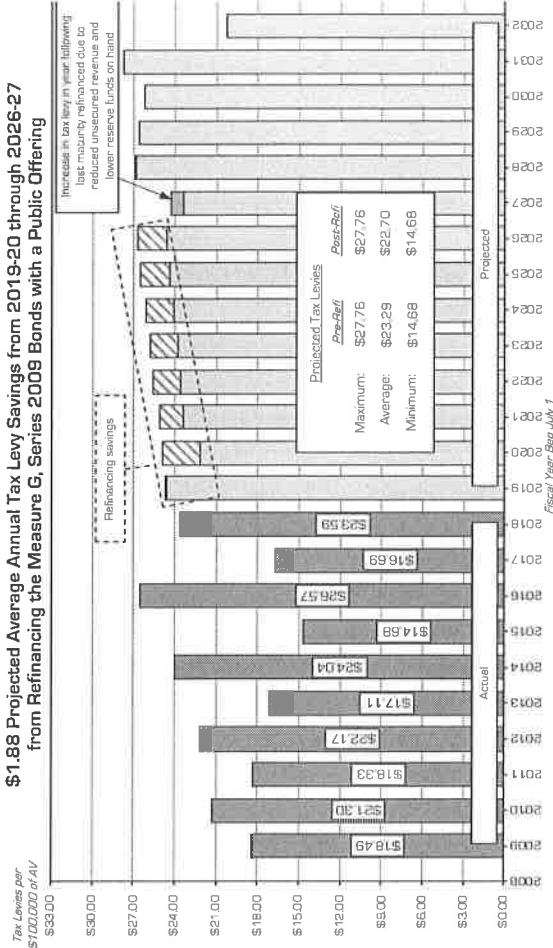
Estimated public offering savings based on MMD "AAA" rates as of May 28, 2019 adjusted +50bp for assumed "A" rating. Estimated private placement savings based on estimated private placement rate (based on estimates from a placement agent). Values rounded.

Annual Tax Levy Savings Through 2026-27

Private Placement
Avg. Annual Savings = \$1.91/\$100K of AV
\$1.91 Projected Average Annual Tax Levy Savings from 2019-20 through 2026-27
from Refinancing the Measure G, Series 2009 Bonds with a Private Placement



Public Offering
Avg. Annual Savings = \$1.88/\$100K of AV
\$1.88 Projected Average Annual Tax Levy Savings from 2019-20 through 2026-27
from Refinancing the Measure G, Series 2009 Bonds with a Public Offering



Actual levies from Butte Co. Auditor-Controller's Department Series 2009 debt service paid-in-kind based on levied or estimated from a discretionary appeal. Projected levies assume 2% annual increase in net levied while all other AV types remain unchanged. Calculation uses County's estimated 2019 levies. Actual levies from 2009-2018 are based on actual levies. Actual levies from 2019-2033 are based on projected levies. Actual levies from 2019-2033 are based on projected levies.

Summary of Issuance Method Analysis

◆ Financial Considerations

- ▶ Taking into account principal refinanced, remaining term, issuance costs (different for each method), and interest rates (different for each method), which method generates the higher projected present value savings?
 - ✓ Private placement projected to generate higher present value savings
 - approximately \$5,000 more
 - ✓ Public offering may require higher ongoing administration costs (e.g. responding to investors, etc.).

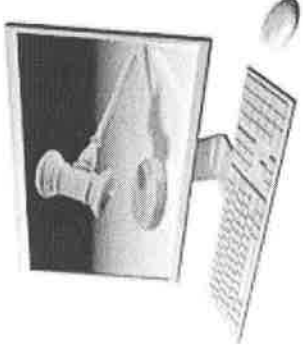
◆ Non-Financial Considerations

- ▶ Ongoing administration
- ▶ Staff time required for issuance process
- ▶ Liability risks

- ✓ Private placement requires less ongoing administration, less staff time during the issuance process, and, we believe, less overall public liability risk (because privately placed bonds may not be traded and directly invested in by the general public).
- ✓ Private placement recommended.

Sale Methods

- ◆ Competitive Process - auction



- ◆ Negotiated Process - sale to pre-selected underwriter or lender/investor



- ✓ The Government Finance Officers Association (GFOA) recommends that "bond issuers sell their debt using the method of sale that is most likely to achieve the lowest cost of borrowing while taking into account both short-range and long-range implications for taxpayers and ratepayers."

GFOA Competitive Criteria



- ◆ Criteria that favors a Competitive Process:
 - ▶ Rating of the bonds is at least in the single-A category.
 - ✓ The District's current general obligation bond ratings are "A" (Standard & Poor's) and "AA-" (Fitch)
 - ▶ Bonds are general obligation bonds or full faith and credit obligations of the issuer or are secured by a strong, known and long-standing revenue stream.
 - ✓ The bonds are general obligation bonds.
 - ▶ Bond structure does not include innovative or new features that require extensive explanation to the bond market.
 - ✓ The refunding will not include such features.
 - ▶ Issuer is well known and frequently in the market.
 - ✗ The District is not well known and frequently in the market.*
- ◆ *We meet 3 out of the 4 competitive process criteria*

*Note: We define "frequently" to mean the proposed financing is at least the third issuance in the last five years.

GFOA Negotiated Criteria



◆ Criteria that favors a Negotiated Process:

- ▶ Rating of the bonds is lower than the single-A category.
 - × The District's current general obligation bond ratings are "A" (Standard & Poor's) and "AA-" (Fitch).
- ▶ Bond insurance or other credit enhancement is unavailable or not cost-effective.
 - × Bond insurance not needed for private placement; expected to be available if public offering.
- ▶ Structure of bonds has features better suited to negotiation.
 - × The refinancing does not include such features.
- ▶ Issuer desires to target underwriting participation to include disadvantaged business enterprises or local firms.
 - × All lenders/investors will have the opportunity to participate.
- ▶ Other factors that the issuer, in consultation with its financial advisor, believes favor the use of a negotiated sale process.
 - × There are no other factors favoring a negotiated sale.
- ▶ We meet 0 out of the 5 negotiated process criteria.

Next Steps

- ◆ Tonight's Board meeting
 - ▶ Information only

- ◆ July 17, 2019 Board meeting

- ▶ Board considers adoption of resolution authorizing refinancing

- ◆ August 1, 2019

- ▶ Refinancing closes and proceeds deposited with Escrow Agent

- ◆ August 2, 2019

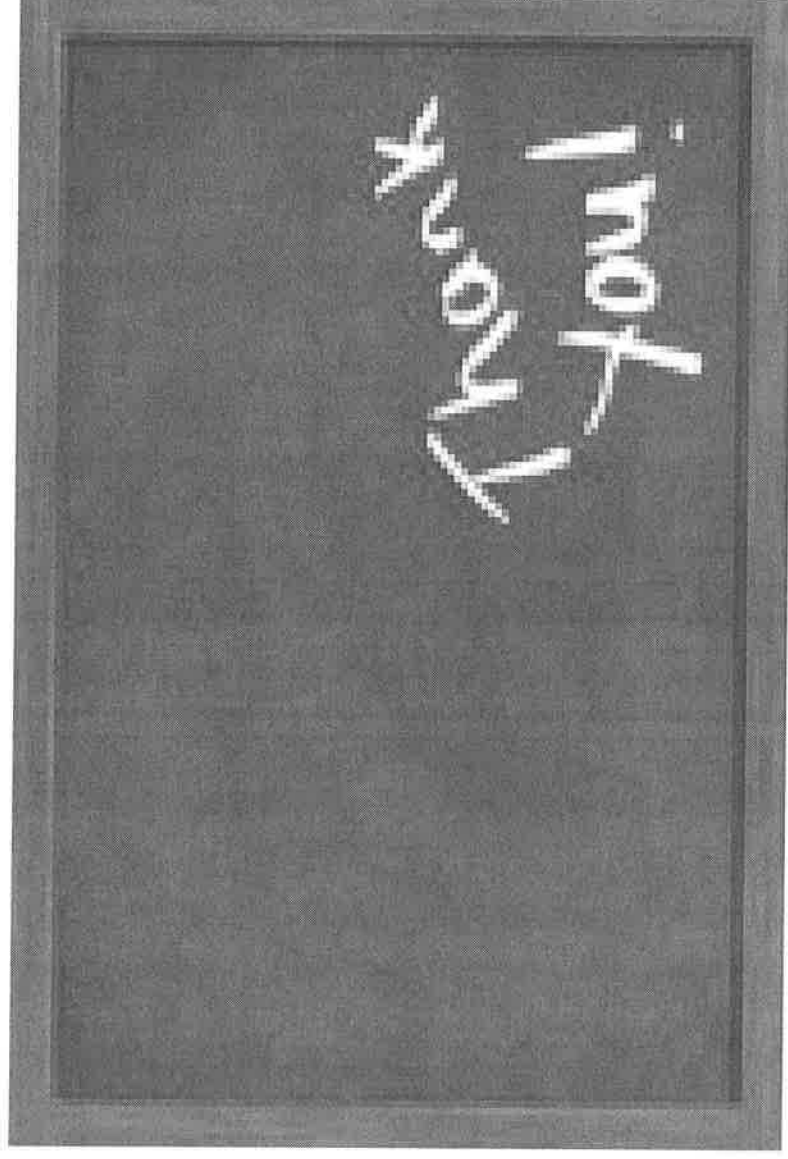
- ▶ Series 2009 Bonds redeemed

- ◆ Board meeting (date to be determined)

- ▶ Refinancing results presented to the Board



Any Questions?



For Reference

- ◆ 2009 GO Bonds Prepayment Provisions
- ◆ Legal Documents (Private Placement)
- ◆ Legal Structure (Private Placement)
- ◆ Estimated Costs of Issuance Detail (Private Placement)
- ◆ Good Faith Estimates (Private Placement)
- ◆ G.O. Bond Tax Rates
- ◆ Historical Assessed Value
- ◆ Assumed Future Assessed Value
- ◆ Assessed Value Assumptions - Historical Tests

Optional Redemption

Redemption Dates (Dates Inclusive)	Redemption Price
August 1, 2019 and thereafter	100.0%

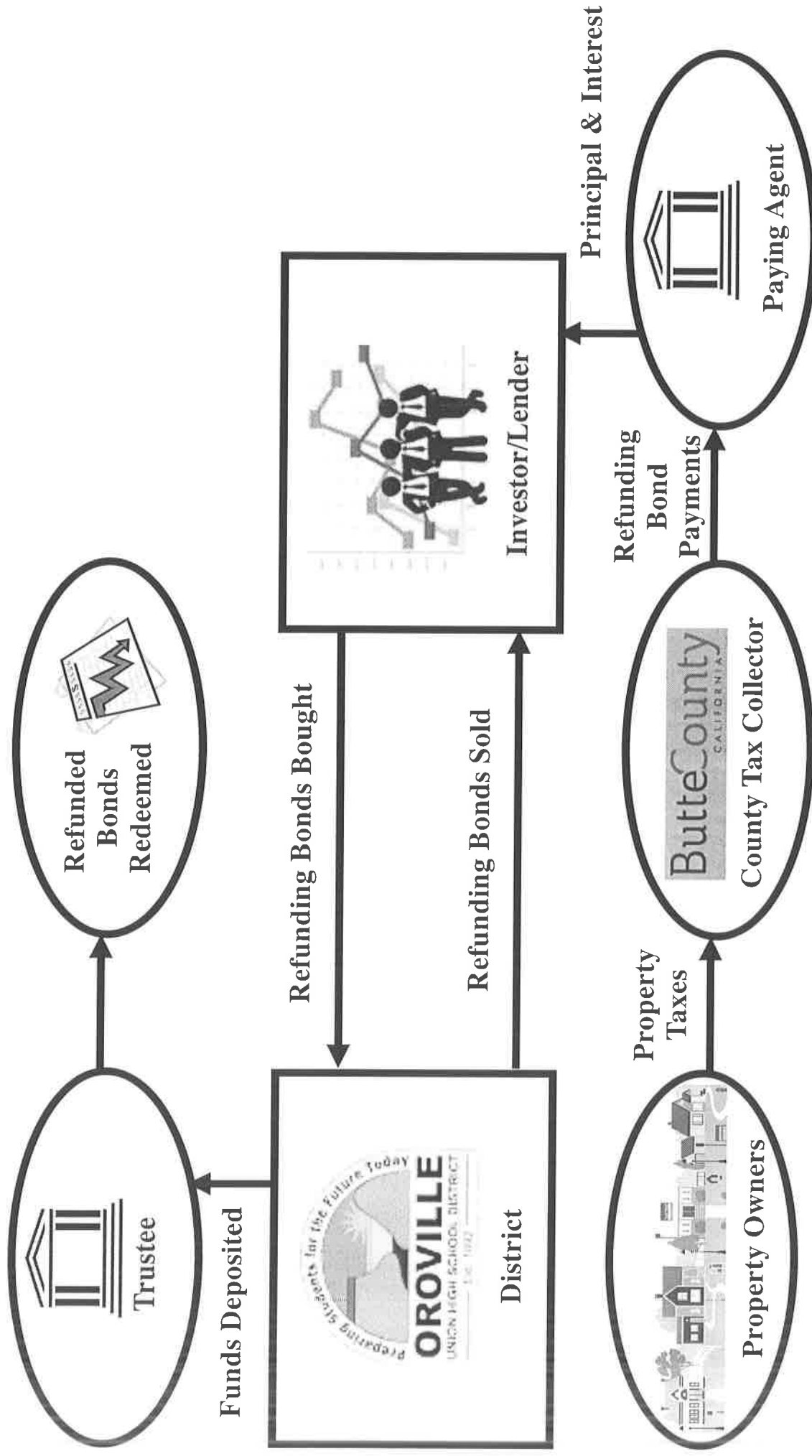
The Capital Appreciation Series 2009 Bonds are not subject to optional redemption prior to their fixed maturity dates.

Capital Appreciation
Bonds not callable

Primary Legal Documents (Private Placement)

- ◆ *Board Resolution*: authorizes bonds and signing of documents within parameters (minimum savings %, bond amount, etc.).
- ◆ *Paying Agent Agreement*: defines the responsibilities of the paying agent, which include maintaining the list of bondholders, receiving debt service payments from the County and forwarding such payments to the bondholder(s) on the payment dates, and maintaining an escrow fund for redemption of the refunded Bonds.
- ◆ *Bond Purchase Agreement*: the investor purchases the bonds from the District; prescribes the terms of the bonds.

Legal Structure (Private Placement)



Estimated Costs of Issuance Detail

Private Placement

Description	Total Costs
<ul style="list-style-type: none"> _____, Bond Counsel Bond Counsel Fees: \$20,000.00 Out-of-Pocket Expenses: \$500.00 	
<ul style="list-style-type: none"> Government Financial Strategies inc., Municipal Advisor Professional Services: \$30,550.00 Out-of-Pocket Expenses: \$1,000.00 	
<ul style="list-style-type: none"> _____, Placement Agent Professional Services: \$20,000.00 	
<ul style="list-style-type: none"> _____, Lender's Counsel Professional Services: \$10,000.00 	
<ul style="list-style-type: none"> Other Issuance Expenses (break out listed below) U.S. Bank National Association, Paying Agent Acceptance Fee/Expenses: \$750.00 One Time Costs of Issuance Custodian Fee: \$500.00 Annual Administration Fee: \$750.00 Annual Administration Expenses: \$0.00 Escrow Agent Fee: \$1,000.00 Verification Report as to Escrow and Bond Yield \$1,500.00 California Debt & Investment Advisory Commission, CDIA Fee \$1,750.00 California Municipal Statistics, Inc., Tax Base Data \$1,500.00 Other/Contingency \$200.00 	
TOTAL COSTS OF ISSUANCE	\$90,000.00

Public Offering

OROVILLE UNION HIGH SCHOOL DISTRICT (Butte County, California) 2019 General Obligation Refunding Bonds Estimated Costs of Issuance	
Description	Total Costs
<ul style="list-style-type: none"> _____, Bond Counsel Bond Counsel Fees: \$30,000.00 Out-of-Pocket Expenses: \$500.00 	
<ul style="list-style-type: none"> Government Financial Strategies inc., Municipal Advisor Professional Services: \$63,450.00 Out-of-Pocket Expenses: \$1,500.00 	
<ul style="list-style-type: none"> _____, Rating Agency Professional Services: \$16,000.00 	
<ul style="list-style-type: none"> Other Issuance Expenses (break out listed below) U.S. Bank National Association, Paying Agent Acceptance Fee/Expenses: \$750.00 One Time Costs of Issuance Custodian Fee: \$500.00 Annual Administration Fee: \$750.00 Annual Administration Expenses: \$0.00 Escrow Agent Fee: \$1,000.00 Verification Report as to Escrow and Bond Yield \$1,500.00 California Municipal Statistics, Inc., Tax Base Data \$1,500.00 Ipsec: Electronic Bidding \$1,425.00 Other/Contingency \$6,125.00 	
TOTAL COSTS OF ISSUANCE	\$125,000.00

Good Faith Estimates

Good Faith Estimates

Per Government Code 5852.1

	<i>Private</i>	<i>Public</i>
	<u>Placement</u>	<u>Offering</u>
All-In True Interest Cost(1)	2.75%	2.83%
Finance Charge(2)	\$90,000	\$249,180
Net Proceeds Received(3)	\$6,855,000	\$6,870,411
Total Payment Amount(4)	\$7,776,551	\$7,785,987

(1) Based on assumed interest rates and issuance costs as of 5/28/19.

(2) Sum of all charges and fees paid to third-parties for upfront costs.

(3) Amount of proceeds received less the finance charge and any reserves or capitalized interest funded.

(4) Total debt service plus any finance charges not paid with proceeds.

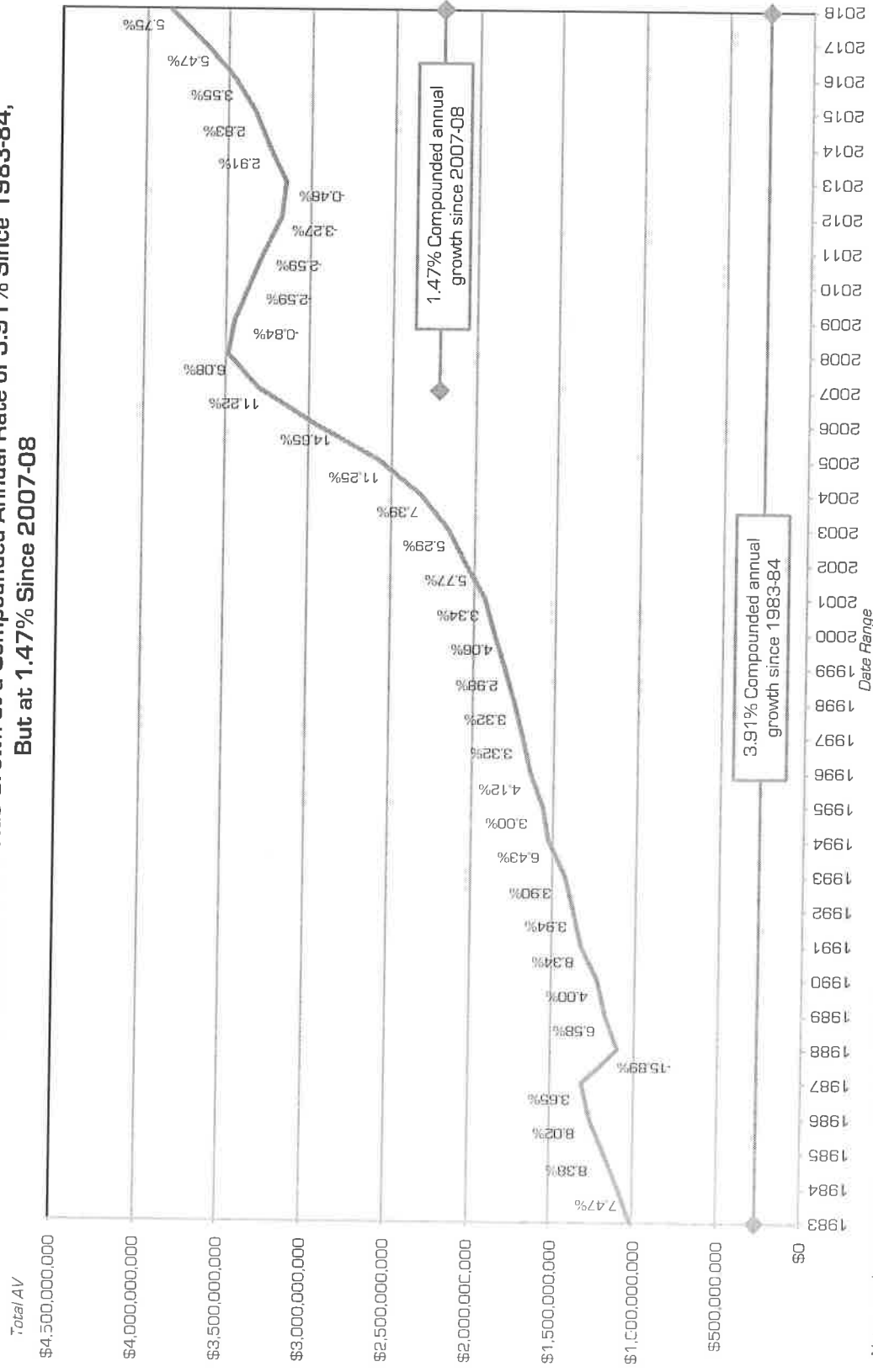
G.O. Bond Tax Rates

- ◆ Bond tax rate $\approx$ debt service $\div$ assessed value
- ◆ Each property in the District pays its pro rata share, based on its individual assessed value (not market value)



Historical Assessed Value

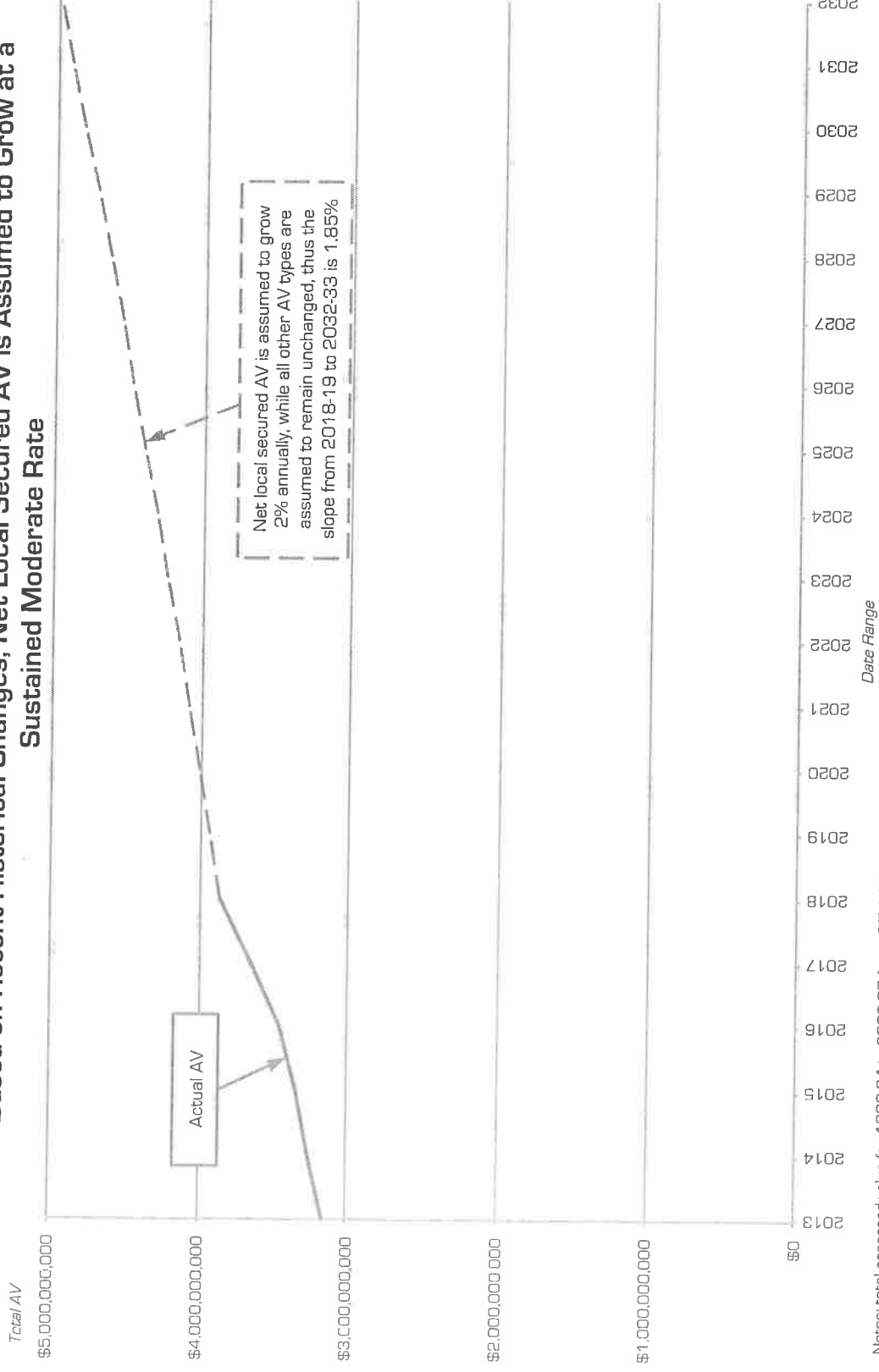
Total Assessed Value Has Grown at a Compounded Annual Rate of 3.91% Since 1983-84,
But at 1.47% Since 2007-08



Notes: total assessed value for 1983-84 to 2006-07 from *Official Statement* citing California Municipal Statistics; assessed value from 2007-08 to 2018-19 obtained from Butte County Auditor-Controller's Department. Since 2007-08, net local secured AV has comprised approximately 91% of total AV.

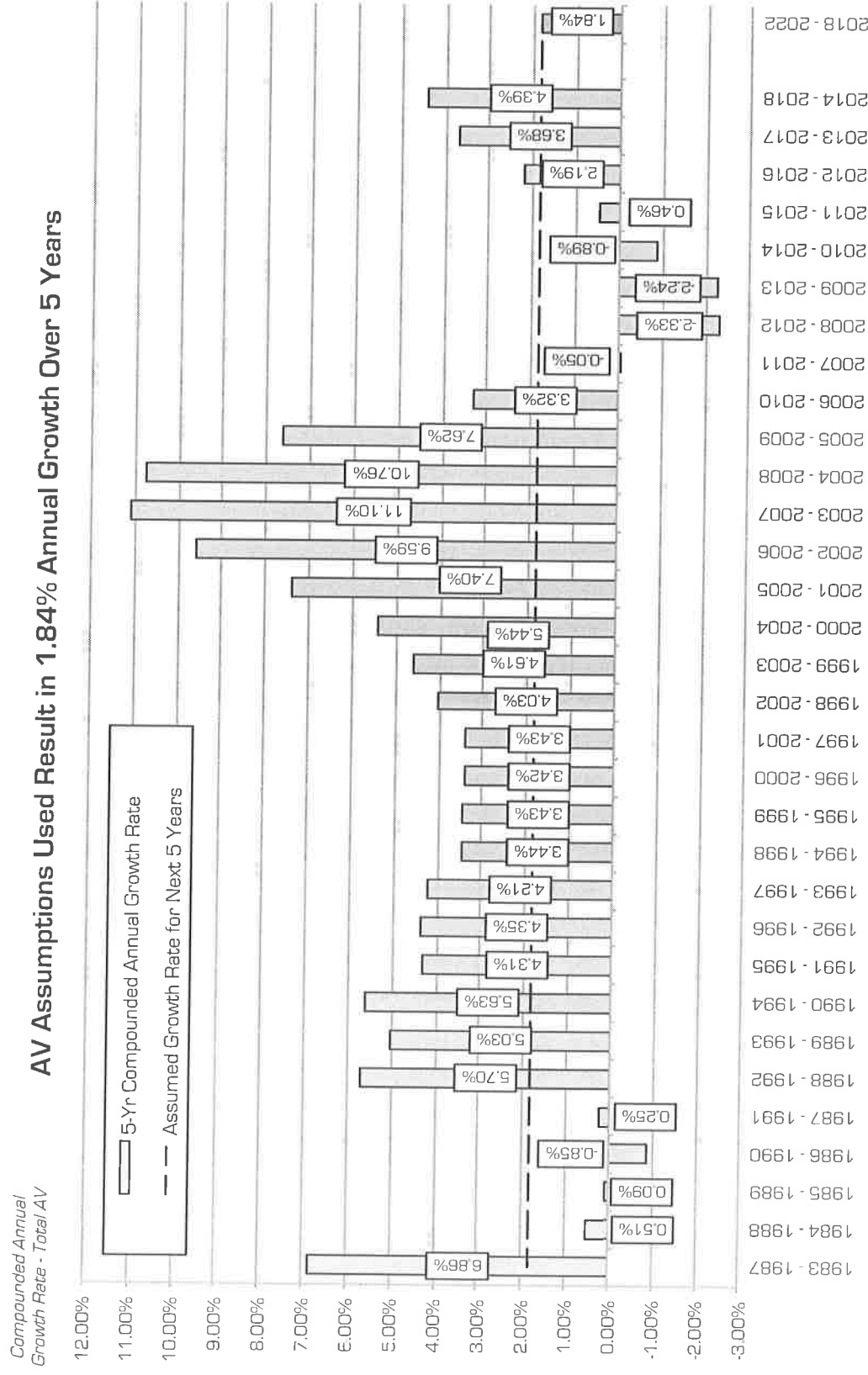
Assumed Future Assessed Value

Based on Recent Historical Changes, Net Local Secured AV is Assumed to Grow at a Sustained Moderate Rate



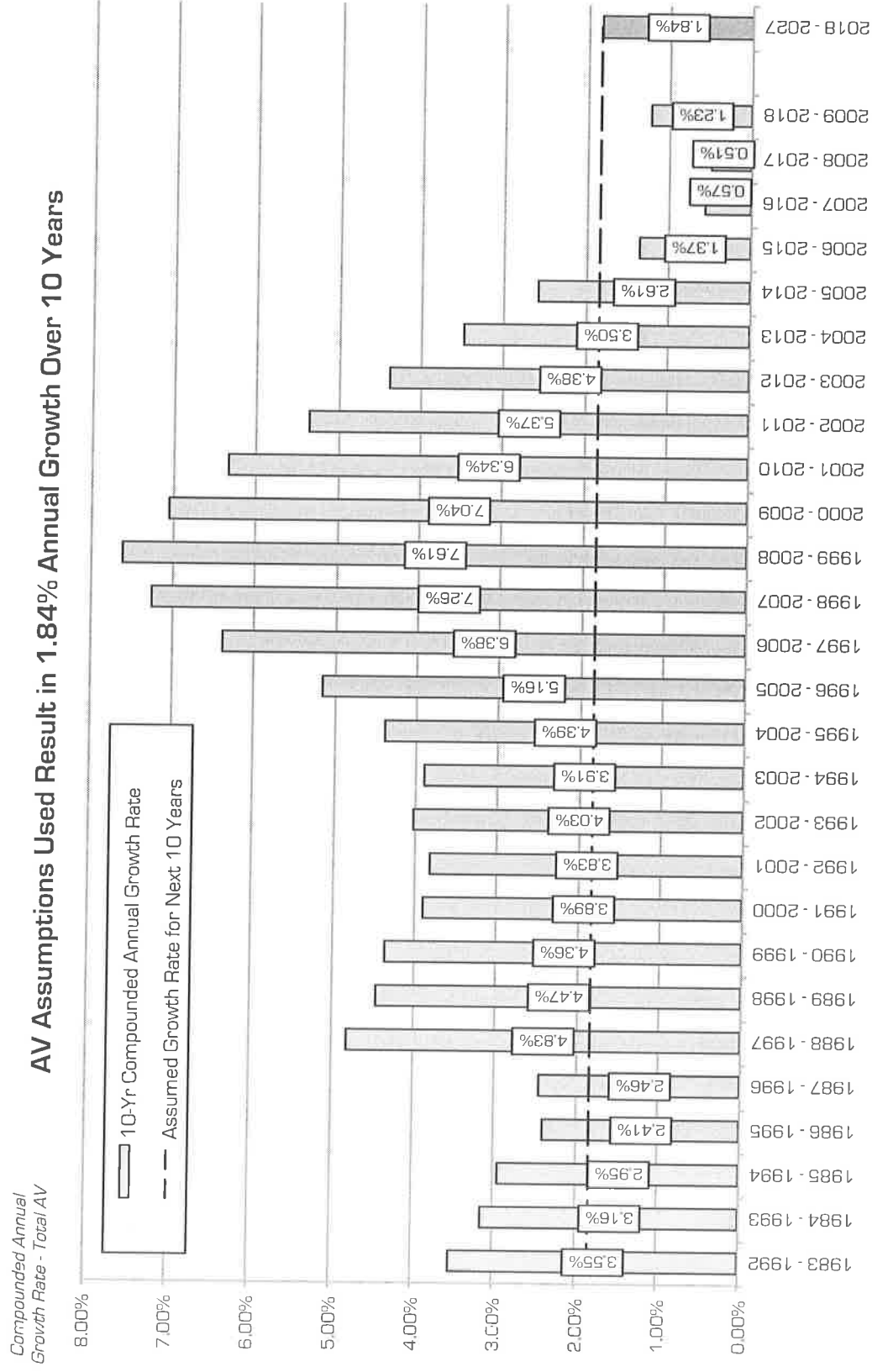
Notes: total assessed value for 1983-84 to 2006-07 from *Official Statement* citing California Municipal Statistics; assessed value from 2007-08 to 2018-19 obtained from Butte County Auditor-Controller's Department. Since 2007-08, net local secured AV has comprised approximately 91% of total AV.

Historical AV Analysis - 5 Year Periods



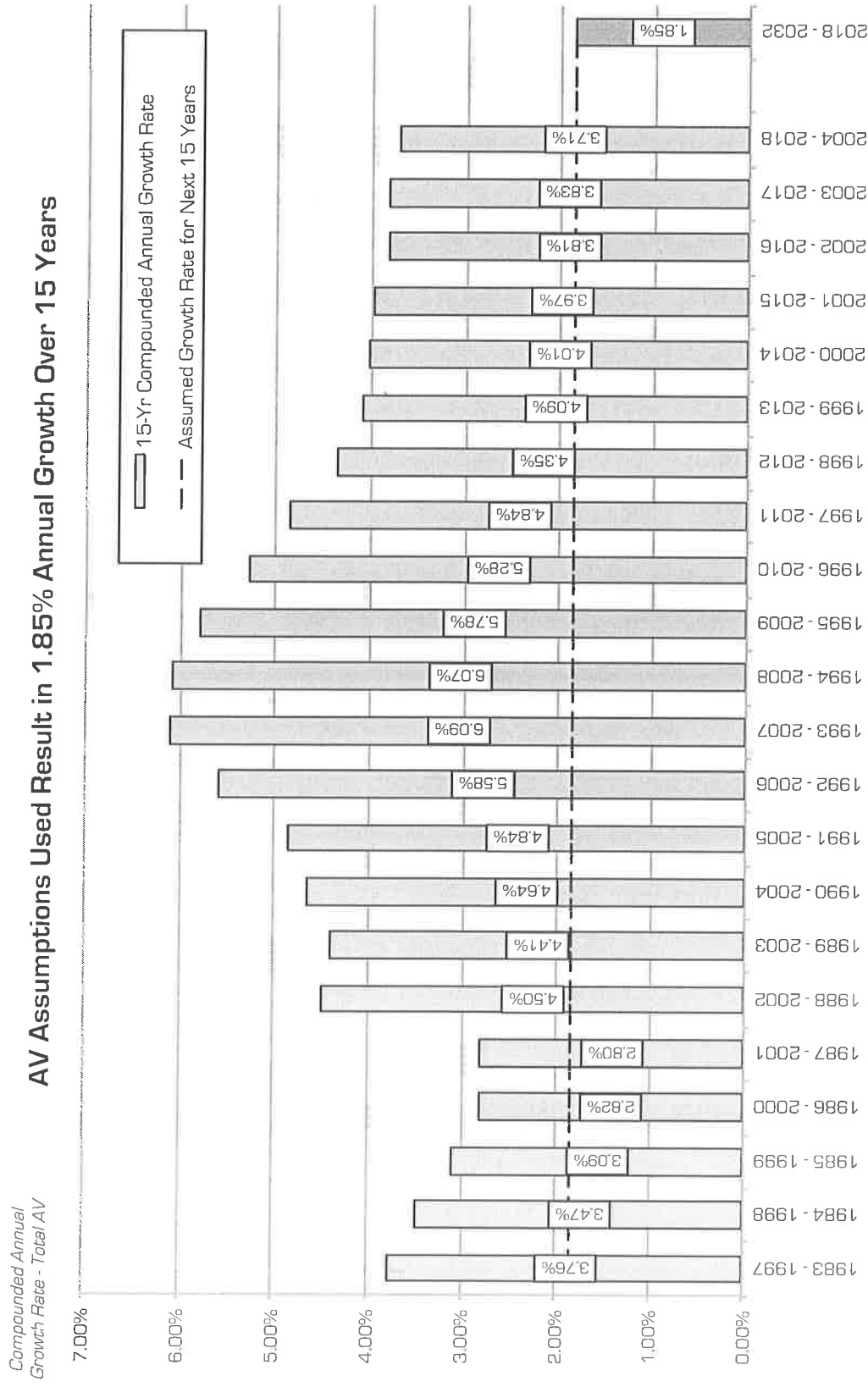
Historical data from Butte Co. Auditor-Controller's Department. Net local secured AV is assumed to increase 2% annually, while all other AV types are assumed to remain unchanged.

Historical AV Analysis - 10 Year Periods



Data Range
 Historical data from Butte Co. Auditor-Controller's Department. Net local secured AV is assumed to increase 2% annually, while all other AV types are assumed to remain unchanged.

Historical AV Analysis - 15 Year Periods



Historical data from Butte Co. Auditor-Controller's Department. Net local secured AV is assumed to increase 2% annually, while all other AV types are assumed to remain unchanged.



To: Oroville Union High School District Board of Trustees
From: Corey Willenberg, EdD, Superintendent *aw*
Date: August 26, 2019
Subject: Class Size Information

At the August 26, 2019 Board meeting, the Superintendent was asked to provide information on English 9 class size and the potential cost of reducing class size for the 20-21 school year.

The following information is using 2019-2020 information:

- For this study, I am assuming that the cost of a section is \$20,000.
- Current contractual caseload is 36 students per period and total student contacts of 173.
- Oroville High has eight English 9 sections on their 19-20 master schedule. The enrollment is as follows: 27, 33, 33, 29, 32, 29, 28 and 27. The current class size average is 29.75.
- Las Plumas High has ten English 9 sections on their 19-20 master schedule. The enrollment is as follows: 11, 34, 34, 30, 29, 36, 37, 34, 36 and 37. The current class size average is 31.8.
- Eighteen sections of English 9 would cost approximately \$360,000.
- Using this year's 9th grade enrollment (OHS-264 and LPHS-363) to adjust class size to the following levels would require the following additional sections:

- a. 28:1 would require 10 sections at OHS and 13 sections at LPHS, or an increase of five additional sections. The cost would be approximately the cost of one teacher or \$100,000.
- b. 25:1 would require 11 sections at OHS and 15 sections at LPHS, or an increase of eight additional sections. The cost would be approximately the cost of 1.5 teachers or \$160,000.
- Assuming a 94% attendance rate on a daily basis, there is approximately 27.96 student average per section at OHS and 29.89 student average per section at LPHS.

**OROVILLE UNION HIGH SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING
August 14, 2019**

MINUTES

CALL TO ORDER

Board President, Mr. Damon, called the meeting to order at 5:30 p.m. on Wednesday, August 14, 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 6:00 p.m., the board reconvened to open session. No action was taken.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA VARIANCE

#8-19/20: On a motion by Mr. Sehorn, 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

1. Introduction of New Staff

Mr. Ramos introduced the following new teachers at LPHS: Tina Sebastian (home economics), Jamie Kumle (special ed.), Audrey Bruce (math), Olivia Garcia (Social Worker), Eric Isenberg (social science), Beth Leih (science), Emily Corona (science), and Kim Regnerus (special education).

Mr. Drury announced that his new staff includes Olivia Garcia (split Social Worker with LPHS), Ginny Bangar (split math teacher with OHS) and Michela Monnot (Admin Secretary).

HEARING OF INDIVIDUALS ON NON-AGENDA ITEMS

Michael Walker thanked the board for supporting the band. He has 51 students enrolled in band at LPHS and 35 enrolled at OHS. There are some additional students who are having their schedules changed to enroll in band. There are 21 students in Color/Winter Guard class. The Band Boosters have raised \$43,000 so far to go to Carnegie Hall. The total cost of the trip is \$210,000.

HEARING OF INDIVIDUALS ON AGENDA ITEMS (None)

NON-ACTION INFORMATIONAL ITEMS AND REPORTS

2. Board Comments

Mr. Sehorn stated that the schools look great. Dr. Willenberg commented that Mr. LaGrone and his crew worked hard to accomplish so much during the summer.

3. Superintendent

Dr. Willenberg reported that we had a great start to the school year today. We hired more employees than we anticipated. Students and staff have made positive comments about the facility changes.

4. Administration

Mrs. Watts stated that she was invited to attend the County Board of Supervisors meeting yesterday to talk about the district waiving fees for Camp Fire victims. They were very appreciative of this action and wanted her to pass on their thanks to the board.

Mr. Simas reported on attending FPM training for two days last week. There is a lot of work to come. He will be coordinating a meeting with administration next week to split up the duties. Freshmen orientation was successfully held at LPHS and OHS last Friday. Eighty certificated staff and 11 Para-Educators attended professional development during the summer on a variety of topics. He received a lot of positive feedback.

5. Principal's Report on the First Day of School, Enrollment and Back to School Night

Mr. Ramos reported that they had a great start today. Staff and the Link Crew assisted students with finding classes and providing information during the collaboration period. There was a high level of enthusiasm. They have 1168 students enrolled. They are tracking down 70 students, 29 of which haven't started their online registration. He expects their final enrollment to be around 1150. They have a very large freshmen class. The quad was packed today. Back-to-School Night is scheduled for August 28th at 6:00 p.m. They will start in the quad with a band performance followed by his comments and then classroom visits.

Mr. Drury thanked Mr. LaGrone, his crew, Lee Gilbert and Larry Fallen for getting their schools into great shape over the summer. He appreciates the assistance he has received from district office staff and administration. It has made the start of school much easier. He is also thankful to Dennis Spasbo and Susie Ramos who continue to provide assistance. Michela has been doing a great job contacting families. He believes this is the reason their attendance was so high today. Seventy two of the 80 students enrolled at PHS showed up. Twenty five of the 30 students enrolled at CDS showed up. They

MINUTES OF REGULAR MEETING AUGUST 14, 2019

are working to track down the remaining students. He thanked Stormy for preparing a great breakfast for staff, who have also been very supportive. He talked to students this morning about expectations. He was able to visit all of the classrooms and found the teachers engaging their students. He plans to improve communication with families through the website, Blackboard, Facebook and Twitter. They are planning a SAP BBQ on August 30th. Back-to-School Night will start at 5:30 p.m. in the main room.

Mrs. Tellechea was unable to attend but sent the following report - they had a great first day. Students and staff were commenting about how great the school looks. Their enrollment today was 977. They will be tracking down students who did not show up. Back-to-School Night will begin with refreshments in the quad from 5:30 – 6:00 with booths and community groups to provide information, followed by a 20 minute presentation in the gym and then classroom visits.

Mr. Ochs reported that 27 of the 32 students enrolled at ATC showed up today. They are trying to locate the remainder. There were initially 96 students enrolled in CIS but that number has dwindled to 80 as students have changed their minds or moved. He is taking students from the waiting list. There are currently 26 students enrolled in College Connection. Some OAE classes have already started and more classes are starting in the next few weeks at both sites.

6. Update on 18/19 8th Grade Non Graduates

Mr. Simas provide a handout which included data for the past six years. We received 49 8th grade non-grads this year, which is the same number as last year. The total number of F's by core subjects: 15 in English, 22 in math, 17 in social science and 19 in science. The average number of F's per core subject areas for this group was 1.51. Statistics show that freshmen who receive one F are 30% less likely to graduate. Freshmen who receive two F's are 50% less likely to graduate. We need to continue to track their progress. Staff is very mindful of the students and the Social Workers will also be reaching out to the non-grads to provide help. The average discipline incidents for this group is 2.04. The chronic absenteeism rate at LPHS was 62.5% and 44% at OHS. Mr. Damon commented that we inherit these students. Mr. Simas responded that a large number of non-grads come from one or two feeder schools. The feeder schools are aware and we have been working with them to make the transition to high school easier. Mr. Damon asked about our success rate. Mr. Simas responded that the data is telling. We definitely have work to do. We need to find out how many of these students are still enrolled with us. Mr. Sehorn asked if both schools are continuing their work with the non-grads this year. Mr. Ramos responded that they are trying their best to schedule students with common teachers. He feels that not isolating these students has decreased their behavioral issues. Mr. Simas reported that OHS is continuing with their Freshmen Success Team program from last year. Freshmen teachers have adopted common classroom procedures.

7. 18/19 Expulsion Report

Dr. Willenberg reported that we had 23 expulsion recommendations last year, which was down from 44 the prior year. The most common offenses were marijuana and mutual fights. Administration is focusing on maintaining safety and order while still holding students accountable.

OLD BUSINESS (None)

CONSENT CALENDAR

- 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**

MINUTES OF REGULAR MEETING AUGUST 14, 2019

CONSENT CALENDAR (Cont.)

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)

#9-19/20: On a motion by Mr. Sehorn, seconded by Mrs. King, the board approved the consent calendar as presented and waived the second reading of item #15 by the following vote:

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

NEW BUSINESS

16. Resolution to Refinance the General Obligation Bond

Mrs. Watts reported that although refinancing the bond doesn't make a difference to the district, it will save the taxpayers an estimated \$684,177.

#10-19/20: On a motion by Mr. Sehorn, seconded by Mrs. King, Resolution #1-19/20 was approved as presented by the following vote:

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

17. Increase to Lunch Prices for Adults

#11-19/20: On a motion by Mrs. Englund, seconded by Mrs. Walker, the lunch price for adults was raised from \$3.50 to \$4.00 as presented by the following vote:

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

18. 2019/2020 Certificated Tenure

#12-19/20: On a motion by Mrs. Walker, seconded by Mrs. King, 100% tenure was granted to Caryn Albrecht, Kaylie Hull, Samantha Muntifering, Ryan Rogowski and Dawn White as presented by the following vote:

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

19. Committee on Assignment Waiver Requests – Elective Classes

#13-19/20: On a motion by Mr. Sehorn, seconded by Mrs. Walker, the waiver requests were approved as presented by the following vote:

MINUTES OF REGULAR MEETING AUGUST 14, 2019

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

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

#14-19/20: On a motion by Mrs. King, seconded by Mrs. Englund, Resolution #2-19/20 was approved as presented by the following vote:

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

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

#15-19/20: On a motion by Mrs. Englund, seconded by Mr. Sehorn, the certification and adherence was approved as presented by the following vote:

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

22. Amended Personnel Assignment Order

#16-19/20: On a motion by Mrs. King, seconded by Mrs. Sehorn, 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

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

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

Classified

Kimberly Meyers
Food Service Worker
Resignation
Effective 8/5/2019

Analyn Dyer
Accounts Payable Technician
Resignation
Effective 8/31/2019

Tyriniki Davis
ATC Para Educator
6.0 hrs p/day
Step/Column 12/A \$15.18
Effective 8/15/2019

MINUTES OF REGULAR MEETING, AUGUST 14, 2019

Certificated (Cont.)

2019/20 6/5th Period Options

OHS

Spanish 1st period – Diana Castillo

LPHS

Art 4th period - Rita Torres

2019/20 Substitute Teachers

Rachel Alonzo

James Anderson

Travanti Tate

Teresa Leyva-Gutierrez

Nicole Eads

Tina Sebastain

Home Economics Teacher

General Education Limited Assignment

Teaching Permit

Step/Class 1/III \$49,614

Effective 8/12/2019

Classified (Cont.)

Universal Substitutes 2019/20

Billy Cash

Christine Wimberly

Administrative Secretary

Step/Column 22/G10 \$22.66

Effective 8/15/2019

Kimberly Howell

Administrative Secretary

Resignation

Effective 8/24/2019

Substitute Bus Driver

Cindy Kious

Substitute Courier

Cindy Kious

Jonathan McNabb

ATC Para Educator

Step/Column 12/A \$15.18

Effective 8/15/2019

Substitute Mechanic

Dan Howarth

Jordan LaGrone

ATC Para Educator

6.0 hrs p/day Step/Column \$15.18 p/h

Effective 8/15/2019

Yvonne Jensen

ATC Para Educator

6.0 hrs p/day Step/Column 12/A \$15.18 p/h

Effective 8/19/2019

Substitute Food Service Worker

Regina Dees

Sherry Otsuka

Deana Cook

Voluntary transfer from ATC Para-Educator to
Para-Educator II at OHS

22. Items for Next Agenda

#17-19/20: On a motion by Mrs. Walker, seconded by Mrs. King, the board voted to have Dr. Willenberg will research and report on the cost and number sections needed to reduce English 9 class size to 25:1 next year at the September meeting by the following vote:

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

MINES OF REGULAR MEETING, AUGUST 14, 2019

ADJOURNMENT

On a motion by Mrs. Walker, seconded by Mrs. Englund, the meeting adjourned at 6:45 p.m.

(Signature of Board Official)

ATTEST:

Secretary to the Board of Trustees

**OROVILLE UNION HIGH SCHOOL DISTRICT
SPECIAL BOARD OF TRUSTEES MEETING
August 27, 2019**

MINUTES

CALL TO ORDER

Board President, Mr. Damon, called the meeting to order at 5:15 p.m. on Tuesday, August 27, 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

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA VARIANCE

#18-19/20: On a motion by Mrs. Walker, seconded by Mrs. Englund, 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. Amended Personnel Assignment Order

#19-19/20: 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

(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

OHS

Boys Cross Country Head Coach -
Cameron Scott \$3,233
Varsity Volleyball Asst.-Madison Johansen
(Non-Paid)

Classified

Jessyca Steinmann
Attendance Technician
8.0 hrs p/d, 220 days p/y
Step/Column 13/E06 \$18.87 p/h
Effective 8/28/2019

MINUTES OF SPECIAL MEETING AUGUST 27, 2019

Certificated (Cont.)

2019/20 Coaches

LPHS

Varsity Football Asst. – Todd Pennell (NP)

Varsity Girls Soccer Head – Bryanna

DeLucia \$3,926

Cross Country Volunteer – Dave Jensen

(NP)

OHS/LPHS

Head Swim Coach - Alyssa Belser-

Tomlinson -\$3,233

Leanna Felardo

FMLA/CFRA leave

Effective 8/14/2019 – 9/30/2019

2019/20 Substitute Teachers

Robin Kropholler

Jessica Moos

Steven West

2019/20 Extra Duty

Assignments/Subject

Area Coordinators

OHS

Athletic Director – Tom Frazier

Student Activity Director – Diana Castillo

Link Crew – Diana Castillo/Tom Frazier (2 stipends)

Drama – Stephanie Greco

Music – Michael Walker

College Connection – Julie Decker

Yearbook – Samantha Muntifering

FCCLA – Sandy Smith

Reading Coordinator – Teisha Hase

CTE - Sandy Smith

VAPA/Foreign Language – Diana Castillo

English – Scott Burket

P.E./Health – Bridget Hamman/Allison Smith

Social Science – Michael Buchanan

Science – Rich Hogan

Math – Michael Caratenuto/Ramona

Saeturn

Counseling – Jennifer Blomquist/April Silva

Special Education – John Cuny

Academic Decathlon- Samantha

Muntifering

Skills USA – Dan Briggs

PHS

Lead Teacher – Brad Lund

Yearbook – Scott Martin

Classified (Cont.)

Anna Christina Hopper

Accounts Payable/Purchasing Technician

8.0 hrs p/day, 260 days p/yr

Step C/\$3,793 monthly

Effective 9/16/2019

Carla Cook

Food Service Worker

3.5hrs p/day Step/Column 05/A \$12.75p/hr

Effective 8/28/2019

Elizabeth Hindman

Food Service Worker

3.5hrs p/day Step/Column 05/A \$12.75 p/hr

Effective 9/2/2019

2019/20 Substitute Food Service

Dolvita Sores

MINUTES OF SPECIAL MEETING AUGUST 27, 2019

Certificated (Cont.)

Classified (Cont.)

LPHS

Athletic Director – Tim Harles
Student Activity Dir. – Keely Frazier
Academic Decathlon – Cristian Bruce
Link Crew – Sherie Kerman/Keely Frazier
(2 Stipends)
Music – Michael Walker
Skills USA – Jon Andrew/West Upton
(Split Stipend)
FCCLA – Alan Von der Mehden
College Connection – Julie Decker
Yearbook – Keely Frazier
Mock Trial – Bret Lawson
Reading Coordinator – Annie Bacior
Agriculture/Home Ec –Andree' Earley/Alan
Von der Mehden (split stipend)
Itech/VAPA – West Upton/Julie Tooker
(split stipend)
English – Cristian Bruce/Lisa Ross (split
stipend)
P.E./Health – Lael Schneider
Social Science – Sammy Burnett
Science – Steve Coates
Math – Rebecca Howard
Counseling- Stacey Lasagna
Special Education – Tom Lewis

Debbie Upton
College and Career Advisor –OHS
36.8 Days @ \$356.57 p/day
Effective 8/12/2019

2019/20 Tutors

LPHS

English-Annie Bacior \$33.90 p/hr
English- Cristian Bruce \$33.90 p/hr
English- Celeste Dunn \$33.90 p/hr
English- Jeff Hopkins \$33.90 p/hr
English- Fallon Lankford \$33.90 p/hr
English- Brett Lawson \$33.90 p/hr
English- Rachel Ramirez \$33.90 p/hr
English- Lisa Ross \$33.90 p/hr
Math- Audrey Bruce \$33.90 p/hr
Math- Caryn Albrecht \$33.90 p/hr

OHS

English- Scott Burket \$33.90 p/hr
Math- Wong Lee \$33.90 p/hr

2019/20 Saturday School Teachers

OHS

Stephanie Adams – Step 4
Diana Castillo – Step 5
Kyle Dahlgren – Step 1
Jeff Reid – Step 4
Michael Walker – Step 2

MINUTES OF SPECIAL MEETING AUGUST 27, 2019

Certificated (Cont.)

Classified (Cont.)

2019/20 Saturday School Teachers

LPHS

Zach Drysdale – Step 3

ADJOURNMENT

On a motion by Mrs. Englund, seconded by Mr. Sehorn, the meeting adjourned at 5:20 p.m.

(Signature of Board Official)

ATTEST:

Secretary to the Board of Trustees

Checks Dated 08/06/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-152396	08/06/2019	Owen Hollingsworth	25-8681	Refund Dev Fee/Camp Fire Relocation		6,064.00
3005-152397	08/06/2019	BEFORE THE MOVIE INC	01-5806	Aug2019 On Screen Ad Feather River Cinema		575.00
3005-152398	08/06/2019	CONSTITUTIONAL RIGHTS FOUNDATN	01-5200	Mock Trial Fee- LP		275.00
3005-152399	08/06/2019	DANNIS WOLIVER KELLEY	01-5801	June2019 Certificated Negotiations	2,250.00	
				May2019 Classified Negotiations	75.00	
				May2019 PERB & OSTA	7,815.25	10,140.25
3005-152400	08/06/2019	GOLD STAR FOODS	13-4700	May2019 purchases FS LP		220.44
3005-152401	08/06/2019	HOME DEPOT	01-4300	June2019 supplies Bret OHS	50.07	
				June2019 supplies Bill LP	43.27	
				June2019 supplies Bret OHS	912.85	
				June2019 supplies Dean OHS	28.60	
				June2019 supplies Ruseel OAE	60.79	
				June2019 supplies Russell LP	1,159.58	2,475.05
3005-152402	08/06/2019	OUHSD SCHOLARSHIP FUND	73-5800	Reimb cks #1464-1476		5,400.00
3005-152403	08/06/2019	PG&E	01-5501	June2019 Billing DO # 6255577568-3		498.11
3005-152404	08/06/2019	RAY MORGAN COMPANY	01-5602	IR 6065b Billing #80912 6/17-9/16/19 OHS	612.15	
				IR6065B Billing 03/17-6/16/19 #80912	18.05	
				IR6255 #93733 Adjustments	215.49	
				7/1/18-6/30/19	89.20-	
				IR6255 93732 Adjustments 7/1/18-6/30/19	118.61-	
				Samsung #93609 Adjustments	196.73	
				7/1/18-6/30/19		
			11-5603	IR 6255 # 117687 04/01-06/30/19 Usage	28.02	
				IR C7260 #127604 04/01-6/30/19 Usage	238.08	
				IR6255 Adjustments 7/1/18-6/30/19	676.87-	405.79
3005-152405	08/06/2019	ACCULARM DAN R LEDFORD	01-5620	Credit Inv#244145 LP	150.00-	
				Relocate existing Camera -Student Store LP	330.00	180.00
3005-152406	08/06/2019	AMERICAN TIME	01-4300	July2019 4pcs Clock Santos OHS		494.48
3005-152407	08/06/2019	CARPETS GALORE INC	11-5640	New Flooring @ OAE Main (kitchen/conf room)		6,535.00
3005-152408	08/06/2019	CHADBOURNE OFFICE SUPPLY	01-4300	Cabinet (Replacement due to damage)		299.01
3005-152409	08/06/2019	COMERS PRINT SHOP	01-4360	Comers-daily Bus Inspection Form		295.80

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

ESCAPE

ONLINE

Page 1 of 2

Checks Dated 08/06/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-152410	08/06/2019	CPM EDUCATIONAL PROGRAM INC	01-4100	CPM Int Math I TE for Sean Fellers		259.22
3005-152411	08/06/2019	INSIDE OUT DESIGNS	01-4300	Aluminum sign for Scoreboard at Harrison		454.65
3005-152412	08/06/2019	JACKSONS GLASS CO	01-5640	Replacement of broken windows in boys team room		3,320.88
3005-152413	08/06/2019	N2Y	01-5850	online subscription renewal for N2Y 19/20		5,953.02
3005-152414	08/06/2019	NORCAL FOOD EQUIPMENT	01-4300	July2019 Supplies Main PHS	456.16	
				July2019 supplies Maint PHS	256.35	
				Unpaid Sales Tax	1.92	714.43
3005-152415	08/06/2019	PRACTI-CAL INC	01-5800	Medi-Cal Claims 7/25/19		8.76
3005-152416	08/06/2019	Raptor Technologies LLC	01-4300	Visitor ID System	2,553.86	
			01-5850	Visitor ID System	3,157.33	
				Unpaid Sales Tax	203.19-	5,508.00
3005-152417	08/06/2019	SFWP - ACCTS RECEIVABLE	01-5505	July2019 Billing LP #007847-000	275.74	
				July2019 Billing LP Ag #007833-000	137.52	413.26
3005-152418	08/06/2019	TOTAL COMPENSATION SYSTEM INC	01-5800	GASB 75 roll forward valuation- Final		1,260.00
Total Number of Checks					23	51,750.15

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	19	34,142.75
11	AdultEducationFund	2	6,124.23
13	CafeteriaSpecialRevenueFund	1	220.44
25	CapitalFacilitiesFund	1	6,064.00
73	FoundationPrivPurposeTrustFu	1	5,400.00
Total Number of Checks		23	51,951.42
Less Unpaid Sales Tax Liability			201.27
Net (Check Amount)			51,750.15

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 08/08/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-152648	08/08/2019	Tellechea, Cristina	01-4300	Reimb Office Furnitures OHS		350.00
3005-152649	08/08/2019	BUTTE CO PUBLIC HEALTH	01-5800	2019 Cupa Billing Transp		2,004.00
3005-152650	08/08/2019	DEE FAIRBANKS ENTERPRISES	01-5640	Asphalt sealing and repairs		9,440.00
3005-152651	08/08/2019	PG&E	01-5501	Biling 05/23-06/23/19 LPHS # 0290829210-1		2,466.45
3005-152652	08/08/2019	PITNEY BOWES INC GLOBAL FINANCIAL SERVICES LLC	01-5602	Billing 05/23-08/22/19 Acc#0015847950 PHS	155.07	
3005-152653	08/08/2019	RESERVE ACCOUNT	01-5900	Billing 05/28-8/27/19 Acc#0017068943 DO	428.95	584.02
3005-152654	08/08/2019	US BANK	01-5800	Postage Refill Acct# 43810449		1,000.00
3005-152656	08/08/2019	Comcast	11-5900	GOBS ELECTION 2002 SERIES B		990.00
3005-152657	08/08/2019	HILLYARD INC.	01-4300	Aug2019 Billing OAE Chico	1,741.39	97.87
				July2019 Supplies LP	1,440.76	
				July2019 Supplies LPHS	8,594.93	11,777.08
				July2019 Supplies OHS		
3005-152658	08/08/2019	LATITUDES	01-4300	Aluminum signs OHS		235.26
3813-152655	08/08/2019	CALIFORNIA'S VALUED TRUST FINANCE DEPARTMENT	76-9544	Aug2019 Retirees	53,879.88	
			76-9560	Aug2019 Active	307,870.52	361,750.40
Total Number of Checks					11	390,695.08

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	9	28,846.81
11	AdultEducationFund	1	97.87
76	Warrant/Pass-ThroughFund	1	361,750.40
Total Number of Checks		11	390,695.08
Less Unpaid Sales Tax Liability			.00
Net (Check Amount)			390,695.08

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

Checks Dated 08/13/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-152881	08/13/2019	BUSWEST	01-4363	July2019 Tank B68 Transp	178.86	178.86
				July2019 Windshield Transp	176.51	355.37
3005-152882	08/13/2019	FEATHER RIVER REC & PARKS	01-5640	Gymnastics floor Cleaning TFrazier		
3005-152883	08/13/2019	GRAINGER INC	01-4300	August2019 supplies JLAGrone OHS	68.54	200.00
				August2019 supplies Russell PHS	65.01	
				August2019 supplies Santos LP	14.46	148.01
3005-152884	08/13/2019	HOME DEPOT	01-4300	Credit Inv# 1142987 OHS	8.19-	
				July2019 supplies Bret LPHS	93.82	
				July2019 supplies Bret OHS	172.62	
				July2019 supplies Russell OHS	1,197.41	
				July2019 supplies Santos LPHS	18.25	
				July2019 supplies Santos OHS	86.81	
			01-4400	Pro Connect Stand Russell OHS	908.21	2,468.93
3005-152885	08/13/2019	MT SHASTA SPRING WATER CO INC	01-4300	August2019 3 x 5 Gal Water DO		25.70
3005-152886	08/13/2019	NORCAL FOOD EQUIPMENT	01-4300	July2019 Supplies Jim OHS	1,252.92	
			01-4400	July2019 Conventional Oven Jim OHS	14,727.85	
			01-6400	July2019 Galley Serving LineJim OHS	36,783.52	
				July2019 Shipping costs -Galley/Oven Jim OHS	2,150.00	
3005-152887	08/13/2019	OFFICE DEPOT	01-4300	Office Supplies DO	487.42-	54,426.87
3005-152888	08/13/2019	PERSEUS ASSOCIATES	01-5850	Aug2019 Hosting fee transp	386.00	67.39
				July2019 Hosting fee transp	386.00	772.00
3005-152889	08/13/2019	SHARP LOCKSMITHING GARAGE DOOR	01-4300	July2019 Key to code Jim OHS		20.00
3005-152890	08/13/2019	VOLTAGE SPECIALISTS WILLIAM L BUNCH JR	01-5640	Aug2019 Inspection I-200 PHS	125.00	
				Aug2019 Inspection I-368 & I-369 OHS	250.00	
				Aug2019 Inspection I-430 & I-415 LPHS	250.00	
				Aug2019 Inspection I-618 Harrison	125.00	750.00
3005-152891	08/13/2019	AZ BUS SALES INC	01-4363	July2019 B85 Heater Core trans	1,150.83	
				July2019 B87 Handrail Assy	58.56	
			01-5620	June2019 services transp #149711	280.00	1,489.39
3005-152892	08/13/2019	CLIMATE CONTROL INC	01-5620	Preventive Maintenance OAE	978.00	
				Preventive Maintenance OHS	4,730.00	5,708.00
3005-152893	08/13/2019	OUHSD Las Plumas High School ASB	01-4300	SKermen Supplies Link Crew LP		986.95
3005-152894	08/13/2019	PG&E	01-5501	Billing 06/19-07/18/19 CDS # 7241342564-5	693.75	
				Billing 06/19-07/18/19 DO # 7241342564-5	1,080.66	

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Checks Dated 08/13/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-152894	08/13/2019	PG&E	01-5501	Billing 06/19-07/18/19 HARRISON # 7241342564-5	1,626.42	
				Billing 06/19-07/18/19 LP # 7241342564-5	9,338.22	
				Billing 06/19-07/18/19 OHS # 7241342564-5	4,627.62	
				Billing 06/19-07/18/19 PHS # 7241342564-5	1,750.59	
				Billing 06/19-07/18/19 TRANS # 7241342564-5	668.44	
			11-5501	Billing 06/19-07/18/19 OAE # 7241342564-5	444.52	20,230.22
			13-4300	POS Start up Money SY19/20	288.00	
3005-152895	08/13/2019	OUHSD CAFETERIA FUND JACQUELINE DEADMORE		Vending Start up Money SY19/20	185.00	473.00
Total Number of Checks					15	88,121.83

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	14	87,691.73
11	AdultEducationFund	1	444.52
13	CafeteriaSpecialRevenueFund	1	473.00
Total Number of Checks		15	88,609.25
Less Unpaid Sales Tax Liability			487.42
Net (Check Amount)			88,121.83

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Checks Dated 08/15/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-153158	08/15/2019	Pamela Horn	01-8699	Overpayment- Evergreen Home Loans		300.00
3005-153159	08/15/2019	Sanders, Richard W	01-5800	Reimb Mileage, Meals CASTO & STN Expo		408.74
3005-153160	08/15/2019	Galev, Mihai R	01-5200	Reimb Mileage/Meals CASTO		140.90
3005-153161	08/15/2019	Davis, Glenn W	01-5800	Reimb Meals, Lodging CASTO		560.58
3005-153162	08/15/2019	Berry Electric	01-5640	July2019 Repai split HVAC unit OHS	1,595.00	
				July2019 Repair freezer and fridge LPHS	1,900.00	3,495.00
3005-153163	08/15/2019	WILLIAM PATTERSON BETTER BUILT FENCE	01-5640	Aug2019 Services repair fence PHS		1,125.00
3005-153164	08/15/2019	LATITUDES	01-4360	Printed Logos Transp		212.32
3005-153165	08/15/2019	LG ENVIRONMENTAL	01-5800	July2019 Monitoring services Transp		150.00
3005-153166	08/15/2019	STAPLES-BUSINESS ADVANTAGE	01-4300	Badge name Jania OHS	6.78	
				Brother label maker Jania OHS	48.70	
				Brother laminated tape Jania OHS	23.24	
				Expo markers Jania OHS	25.81	
				Glade plugin holder Jania OHS	22.71	
				Glade plugin Jania OHS	5.53	
				Hanging file folders Jania OHS	13.76	
				Index tab dividers Jania OHS	7.14	153.67
3005-153167	08/15/2019	STOTT OUTDOOR ADVERTISING	01-5806	Billboard Advertising- 7-29-8/4/19		405.00
3005-153168	08/15/2019	US BANK CORPORATE PAYMENT SYSTEM	01-4100	July2019 Amazon KSimas	750.60	
			01-4200	July2019 Corwin - Gov Core Sch Boards	231.32	
				Paperback Corey		
			01-4300	Aug2019 Amazon Cristi OHS	276.00	
				Aug2019 Amazon Cristi OHS	596.10	
				Aug2019 Amazon TDrury PHS	128.68	
				Aug2019 Amazon VGA adapter JLaGrone	223.84	
				Aug2019 Fedex Cristi OHS	40.99	
				Aug2019 Office Depot Cristi OHS	43.29	
				July2019 Canyon Oaks Cristi OHS	250.00	
				July2019 Meeting at Tong Fong Low	30.03	
				RSanders Trans		
			01-4360	July2019 Amazon RSanders Trans	54.33	
			01-4363	July2019 Amazon RSanders Trans	62.53	
			01-5200	Aug2019 Parking for FPM Training TDrury PHS	15.00	
				July2019 Northstar Lodge 7/24-7/26/19	531.90	
				RSanders		
				Lunch Sac FPM Training SWatts 8/7	10.87	

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Checks Dated 08/15/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-153168	08/15/2019	US BANK CORPORATE PAYMENT SYSTEM	01-5800	July2019 ABC Nick's Pioneer Towing JLaگونه LPHS	40.00	
			01-5850	Aug2019 Pelican Wireless JLaگونه DO	20.93	
				Aug2019 Pelican Wireless JLaگونه LPHS	284.05	
				Aug2019 Pelican Wireless JLaگونه OAE	58.80	
				Aug2019 Pelican Wireless JLaگونه OHS	263.12	
				Aug2019 Pelican Wireless JLaگونه PHS	74.10	
			11-4300	Aug2019 Costco JOchs OAE	107.24	
				Aug2019 Office Depot JOchs OAE	53.61	
			11-5200	Aug2019 ASAP Conf 10/21-10/22/19 JOchs OAE	1,890.00	
			13-4300	Aug2019 Amazon JDeadmore FS	67.53	
				Aug2019 Happy Chef Uniforms JDeadmore FS	254.35	
				July2019 Walmart JDeadmore FS	57.99	6,417.20
Total Number of Checks					11	13,368.41

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	11	10,937.69
11	AdultEducationFund	1	2,050.85
13	CafeteriaSpecialRevenueFund	1	379.87
Total Number of Checks		11	13,368.41
Less Unpaid Sales Tax Liability			.00
Net (Check Amount)			13,368.41

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Checks Dated 08/20/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-153424	08/20/2019	Ada Sports and Rackets LLC	01-4300	Badminton racket BHamman OHS	414.41	
3005-153425	08/20/2019	ARC ALTERNATIVES	01-5800	Aug2019 Independent Energy Advisor Svcs	29.91-	384.50
3005-153426	08/20/2019	AT&T	01-5900	Billing 06/24-07/23/19 ATC	29.68	1,657.50
				Billing 06/24-07/23/19 CIS	30.96	
				Billing 06/24-07/23/19 DO	332.40	
				Billing 06/24-07/23/19 LP	266.79	
				Billing 06/24-07/23/19 LP FAX	21.38	
				Billing 06/24-07/23/19 OHS	245.71	
				Billing 06/24-07/23/19 OHS FAX	21.30	
				Billing 06/24-07/23/19 PHS	144.82	
				Billing 06/24-07/23/19 Transp	62.17	
			11-5900	Billing 06/24-07/23/19 OAE	101.78	
				Billing 06/24-07/23/19 OAE	29.60	
			13-5900	Billing 06/24-07/23/19 FS	15.13	1,301.72
3005-153427	08/20/2019	BETTER DEAL EXCHANGE	01-4360	July2019 a&m w/s GDavis	6.48	
				July2019 blade GDavis	10.81	
				July2019 brass hose GDavis	16.23	
				July2019 shop tools GDavis	6.48	40.00
3005-153428	08/20/2019	CHADBOURNE OFFICE SUPPLY	01-4300	Guest chairs Paula DO		238.49
3005-153429	08/20/2019	DAY WIRELESS SYSTEMS	01-5900	Aug2019 Communication System Transp		762.00
3005-153430	08/20/2019	GOPHER	01-4300	PE equipment OHS	1,365.09	
				Shipping PO20-00075	66.99	
				Unpaid Sales Tax	104.04-	1,328.04
3005-153431	08/20/2019	HOBBS PEST SOLUTIONS INC	01-5502	July2019 Services DO	50.00	
				July2019 Services Transp	75.00	
3005-153432	08/20/2019	OFFICE DEPOT	11-5502	July2019 Services OAE	55.00	180.00
3005-153433	08/20/2019	OROVILLE POWER EQUIPMENT	01-4300	July2019 office supplies Jaymie LP		222.04
			01-5620	July2019 Carburetor assy Maint	167.71	
				July2019 Premium Belt Maint	22.68	
3005-153434	08/20/2019	OUTDOOR CREATIONS INC.	01-4300	July2019 Trimmer head Maint	24.89	215.28
3005-153435	08/20/2019	PG&E	01-5501	Logo/engraving Maint		5,445.74
3005-153436	08/20/2019	PITNEY BOWES INC	11-5602	Billing 07/2-07/31/19 OHS # 8353087371-6		1,939.68
				Billing 08/16-11/15/19 Acct# 0012377166 OAE		47.90
3005-153437	08/20/2019	Posey Co	11-4300	Gait belts		671.07
3005-153438	08/20/2019	QUILL CORPORATION	01-4300	Bulk mail window envelopes		249.65

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Checks Dated 08/20/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-153439	08/20/2019	SHI	01-4300	Ink Cartridge Chello DO		80.11
3005-153440	08/20/2019	STATE OF CALIF DPT OF JUSTICE BUREAU OF INVESTIGATION	01-5804	Fingerprints 2 teachers	64.00	
3005-153441	08/20/2019	TEHAMA TIRE SERVICE	11-5804	Fingerprints 2 CNA's	64.00	128.00
3005-153442	08/20/2019	THERMALITO WATER & SEWER DIST	01-9500	June2019 Goodyear tires	422.88	
3005-153443	08/20/2019	Tree Of Life Tree Service	01-5505	June2019 Stock Bus Tires	1,570.89	1,993.77
3005-153444	08/20/2019	Sandra Barnes	01-5800	Aug2019 Billing CDS #6.206.01	451.40	
3005-153445	08/20/2019	Frazier II, Thomas L		Aug2019 Billing PHS #6.173.01	570.68	1,022.08
3005-153446	08/20/2019	Kermen, Sherie R	13-8634	Aug2019 Oak & stump removal Trans	1,400.00	
3005-153447	08/20/2019	Castillo-Siplin, Diana	01-5800	July2019 Tree Removal LP	1,500.00	2,900.00
3005-153448	08/20/2019	Olson, Christina C	01-4300	Reimb meals Zachery Barnes		146.00
3005-153449	08/20/2019	ALL METALS PIPE & STEEL SUPPLY	01-4300	8/15/18-8/14/19 ID# 158306		
3005-153450	08/20/2019	BATTERIES PLUS	01-4300	Reimb Lunch for Link Crew OHS		166.45
3005-153451	08/20/2019	CALIF WATER SERVICE COMPANY	01-4300	Reimb Pizza for Link Crew meeting LP		108.25
3005-153452	08/20/2019	CARPETS GALORE INC	01-4300	Reimb Supplies for Link Crew OHS		173.25
3005-153453	08/20/2019	CENTURY LINK	01-4300	Reimb Hangers for student store OHS		32.44
3005-153454	08/20/2019	COMCAST	01-4300	RD tube Maint		321.75
3005-153455	08/20/2019	STEVE GOFF	01-4300	July2019 6V Lead 14 pcs Jim		317.50
3005-153456	08/20/2019	GOLD STAR FOODS	01-5505	Aug2019 Billing OHS #9931655860	40.86	
3005-153457	08/20/2019	GRANITE DATA SOLUTIONS ACCOUNTS RECEIVABLE	11-5505	Aug2019 Billing OAE #8767360151	486.93	527.79
3005-153458	08/20/2019	JW PEPPER MUSIC	01-5640	Floor repairs Hwing OHS		2,024.00
3005-153459	08/20/2019	OREILLY AUTOMOTIVE INC	01-5900	July2019 Billing #87101630		.86
			11-5900	Aug2019 Billing OAE Chico# 933675892		1,722.55
			01-5800	Stump grinder rental OHS		300.00
			13-4700	July2019 DOD annual billing SY18/19 FS		93.75
			01-4400	30 pcs Dell Optiplex 7060 LP Jim	27,675.85	
			01-6400	Poweredge R540 Server Maint Jim	31,718.46	59,394.31
			01-4300	La procession du rocio score MWalker	32.18	
				Music band supplies MWalker	1,080.53	1,112.71
			01-4363	July2019 Adapter Glenn	18.09	
				July2019 Alternator/core	169.32	
				July2019 Batt accy Mihai	7.09	
				July2019 Child check parts Mihai	81.50	
				July2019 Cleaner wax/Return	181.86-	
				July2019 Core return	101.76-	
				July2019 Expan valve Glen	54.44	
				July2019 GRP31 splice Mihai	30.30	
				July2019 HD shoes/core Glenn	1,023.59	

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Checks Dated 08/20/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-153459	08/20/2019	OREILLY AUTOMOTIVE INC	01-4363	July2019 Heater blend B82	37.88	
				July2019 Oil filter Mihai	88.13	
				July2019 Return brake cable	57.73-	
				July2019 Slide trap Mihai	6.47	
				July2019 Wire Mihai	15.16	1,190.62
3005-153460	08/20/2019	OUHSD SCHOLARSHIP FUND	73-5800	Reimb cks #1477-1489		7,425.00
3005-153461	08/20/2019	RAY MORGAN COMPANY	01-5602	IR6255 #117566 7/20-10/19/19 & Usage 4/20-7/19/19	1,065.16	
				Ricoh # 8/1-10/31/19 & Usage 5/1-7/31/19	1,940.15	
			01-5603	IR6255 #117566 7/20-10/19/19 & Usage 4/20-7/19/19	36.68	
				Ricoh # 8/1-10/31/19 & Usage 5/1-7/31/19	159.30	3,201.29
3005-153462	08/20/2019	REFRIGERATION SUPPLIES DISTRIBUTOR	01-4300	Aug2019 Supplies LP Santos	94.55	
				July2019 Supplies OHS Jim	1,246.97	1,341.52
3005-153463	08/20/2019	SPURR	01-5501	Billing 06/25-07/24/19	1,479.95	
			11-5501	Billing 06/25-07/24/19	23.59	1,503.54
3005-153464	08/20/2019	STOTT OUTDOOR ADVERTISING	01-5806	Digital Ad 08/05-8/25/19 3 weeks Final		1,215.00
3005-153465	08/20/2019	SYNECTIC TECHNOLOGIES	01-5620	SO# 28169 Maint		310.00
3005-153466	08/20/2019	DOOR SYSTEM DESIGN INC THE DOOR COMPANY	01-5640	July2019 Services LP		368.00
3005-153467	08/20/2019	TOTAL SCHOOL SOLUTIONS	01-5800	Aug2019 Services component 3,4		7,500.00
3005-153468	08/20/2019	US BANK CORPORATE PAYMENT SYSTEM	01-4300	Aug2019 Amazon Credit TDrury	33.69-	
				Aug2019 Costco TDrury	49.26	
				Aug2019 Home Depot West	213.43	
				Aug2019 La Costena TDrury	263.05	
				Aug2019 Pizza Hut TDrury	139.56	
				Aug2019 Roundtable Pizza JLaGrone	183.01	
			01-4360	Aug2019 Costco RSanders	443.06	
			01-4363	Aug2019 Auto Jet Muffler RSanders	72.18	
			13-4300	Aug2019 The Webstaurant JDeadmore	196.35	1,526.21
3005-153469	08/20/2019	VALERO MARKETING AND SUPPLY	01-4361	Fed Motor credit	9.11-	
				July2019 Chase Jayn Coalinga	95.99	
				July2019 Mak's gas Sac	100.63	187.51
3005-153470	08/20/2019	BETTER DEAL EXCHANGE	01-4300	July2019 Credit Inv #230715 LP	17.02-	
				July2019 Credit Inv #230773 & 230621 Bret OHS	119.06-	
				July2019 supplies Bill LP	32.80	
				July2019 supplies Bill OHS	68.76	
				July2019 supplies Bret LP	28.05	

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Checks Dated 08/20/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-153470	08/20/2019	BETTER DEAL EXCHANGE	01-4300	July2019 supplies Bret OHS	751.61	
				July2019 supplies Jim LP	23.53	
				July2019 supplies Jim OHS	8.85	
				July2019 supplies Johnny LP Custodial	47.62	
				July2019 supplies Johnny Maint	92.00	
				July2019 supplies Johnny OHS	39.01	
				July2019 supplies Mark OHS	34.62	
				July2019 supplies Russell	112.54	
				July2019 supplies Russell LP	18.58	
				July2019 supplies Russell OHS	254.36	
				July2019 supplies Santos LP	112.88	
				July2019 supplies Santos OHS	21.26	
				July2019 supplies Steve DO	126.86	
				July2019 supplies Steve LP	36.24	
				July2019 supplies Dean OHS	6.48	1,679.97
				Total Number of Checks	47	114,697.84

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	41	103,753.14
11	AdultEducationFund	8	3,202.42
13	CafeteriaSpecialRevenueFund	4	451.23
73	FoundationPrivPurposeTrustFu	1	7,425.00
	Total Number of Checks	47	114,831.79
	Less Unpaid Sales Tax Liability		133.95
	Net (Check Amount)		114,697.84

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Checks Dated 08/22/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-153681	08/22/2019	Aichele, Sarah L	01-5200	Reimb meals Volleyball Willows 8/19/19		22.00
3005-153682	08/22/2019	Reid, Jeff M	01-4300	Reimb Amazon ADI materials OHS		39.32
3005-153683	08/22/2019	Rogowski, Ryan K	01-4300	Reimb Office Depot folders OHS	61.23	
			01-5200	Reimb Mileage, Meals Parking PLC Conf 7/28-7/31/19	485.28	546.51
3005-153684	08/22/2019	Shaffer, Marta	01-5200	Reimb Mileage, Meals Parking AP Conf San Diego 7/21-7/25		401.28
3005-153685	08/22/2019	Corona, Emily	01-4300	Reimb Home Depot couplings & cutter LP		17.22
3005-153686	08/22/2019	ACCUARM DAN R LEDFORD	11-5620	Monitoring Services OAE 8/1-9/30/19		6.00
3005-153687	08/22/2019	ALL HEART	11-4300	Allheart/CNA Pins/AE000789		810.58
3005-153688	08/22/2019	ALL METALS PIPE & STEEL SUPPLY	01-4300	Tube/spray OHS		33.49
3005-153689	08/22/2019	CONSOLIDATED ELECTRICAL DIST	01-4300	4ft LED DO		117.98
3005-153690	08/22/2019	COMERS PRINT SHOP	01-4300	business cards TDruy	101.21	
				Tardy Forms	1,117.32	1,218.53
3005-153691	08/22/2019	JACE CROSSWELL CROSSWELL TRUCKING	01-4300	Granite Bus barn	725.33	
3005-153692	08/22/2019	DEPT TOXIC SUBSTANCES CONTROL ACCOUNTING UNIT	01-5800	2019 EPA ID Manifest Fee	2.08-	723.25
				Unpaid Sales Tax		682.50
3005-153693	08/22/2019	DEE FAIRBANKS ENTERPRISES	01-5640	Asphalt repair & installation LP student parking lot		36,750.00
3005-153694	08/22/2019	PERMA BOUND	01-4100	Burket for AP English Lit		2,314.38
3005-153695	08/22/2019	PRESTWICK HOUSE INC	01-4100	60 copies of Much Ado About Nothing for English 9H	140.86	
3005-153696	08/22/2019	Raptor Technologies LLC	01-5850	Annual access fee	9.52-	131.34
3005-153697	08/22/2019	RECOLOGY BUTTE COLUSA COUNTIES	01-5506	July2019 PHS# 020173831	366.42	300.00
				July2019 Harrison Stad# 021584903	22.04	
				July2019 LPHS # 021396977	2,201.88	
				July2019 OHS # 020007641	2,376.39	
				July2019 Trans #020088658	231.74	
			11-5506	July2019 OAE #021126259	190.35	5,388.82
3005-153698	08/22/2019	SCHOLASTIC MAGAZINES	01-4300	Scholastic- cuny		758.13
3005-153699	08/22/2019	STAPLES-BUSINESS ADVANTAGE	01-4300	Burket for Shaffer 1	221.40	
			11-4300	Desk Calendars	208.01	429.41
Total Number of Checks				19		50,690.74

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

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Checks Dated 08/22/2019

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		17		49,487.40	
11	AdultEducationFund		4		1,214.94	
	Total Number of Checks		19		50,702.34	
	Less Unpaid Sales Tax Liability				11.60	
	Net (Check Amount)				50,690.74	

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023 - Oroville Union High School District

Generated for Analyn Dyer (ADYER), Aug 23 2019 8:40AM

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Checks Dated 08/27/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-153982	08/27/2019	BETTER DEAL EXCHANGE	01-4300	July2019 supplies Bret LP	9.59	
				July2019 supplies Bret OHS	11.65	
				July2019 supplies Dean PHS	32.45	53.69
3005-153983	08/27/2019	CARNEGIE LEARNING INC	01-4100	Student Math I texts PHS		1,182.50
3005-153984	08/27/2019	CHADBOURNE OFFICE SUPPLY	01-4300	Chadbourne Office Supply/ATC Chair		243.56
3005-153985	08/27/2019	CA OCCUPATIONAL MEDICAL PROF	01-5804	July2019 Tox ABruce,JMKumle, TJGutierrez		187.50
3005-153986	08/27/2019	FRANCHISE TAX BOARD W/HOLDING SERVICES AND COMPLIANCE	01-5800	7% Withholding on EIN# 82-0599537		280.00
3005-153987	08/27/2019	HOUGHTON MIFFLIN CO	01-4100	English 3D Materials for OHS and LPHS	7,658.60	
				English 3D Materials for OHS and LPHS set up fee	1,500.00	9,158.60
3005-153988	08/27/2019	INSIDE OUT DESIGNS	01-4300	Inside Out- Castillo		565.97
3005-153989	08/27/2019	JW PEPPER MUSIC	01-4300	Valentino Combination Kit MWalker		859.25
3005-153990	08/27/2019	MAXWELL MEDALS AND AWARDS	01-4300	HOF Plaques 10pcs		181.86
3005-153991	08/27/2019	Novak Educational Consulting	01-5800	7% withholding on \$4000 inv#232	280.00-	
				Novak Educational Consulting UDL	4,481.58	4,201.58
				Training inv#232		
3005-153992	08/27/2019	OFFICE DEPOT	01-4300	Aug2019 office supplies BLawson LP	159.36	
				Aug2019 office supplies COLson OHS	86.89	
				Aug2019 office supplies Cristi OHS	147.11	
				Aug2019 office supplies JCulver OHS	181.72	
				Aug2019 office supplies JMarinez LP	82.75	
				Aug2019 office supplies JMunn LP	228.28	
				Aug2019 office supplies LP main office	358.00	
				Aug2019 office supplies MNaiman LP	215.71	
				Aug2019 office supplies MShaffer OHS	73.29	
				Aug2019 office supplies PCleary OHS	791.93	
				Aug2019 office supplies RHoward LP	86.72	
				Aug2019 office supplies RRamirez LP	121.43	
				Aug2019 office supplies SWalter OHS	215.16	
				Aug2019 office supplies TFrazierOHS	128.48	
				July2019 office supplies Cristi OHS	2,530.26	
				July2019 office supplies GWeagant OHS	180.43	
				July2019 office supplies JJohnson OHS	254.93	
				July2019 office supplies LP main office	300.33	
				July2019 office supplies MBuchanan OHS	121.56	
				July2019 office supplies MShaffer OHS	6.48	
				July2019 office supplies PHutton OHS	169.25	

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Checks Dated 08/27/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-153992	08/27/2019	OFFICE DEPOT	01-4300	July2019 office supplies RAnderson OHS	421.24	
				July2019 office supplies RHoward LP	579.47	
				July2019 office supplies TLewis LP	631.07	
				July2019 office supplies WGess OHS	771.23	
3005-153993	08/27/2019	OLIVER PACKAGING & EQUIPMENT COMPANY	11-4300	Aug2019 office supplies Vicki OAE	799.18	9,642.26
3005-153994	08/27/2019	SCHOOL DATEBOOKS	13-4300	Aug2019 Purchases FS		4,834.14
3005-153995	08/27/2019	SEVEN UP BOTTLING COMPANY OF CHICO INC	01-4300	Datebooks for OHS students		238.15
3005-153996	08/27/2019	SYNECTIC TECHNOLOGIES	11-5601	Sept2019 Lease OAE Chico		4,500.00
			01-5640	Aug2019 services Athletic office OHS	461.67	
				Aug2019 services student store OHS	2,013.36	2,475.03
Total Number of Checks					15	38,604.09

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	13	28,470.77
11	AdultEducationFund	2	5,299.18
13	CafeteriaSpecialRevenueFund	1	4,834.14
Total Number of Checks		15	38,604.09
Less Unpaid Sales Tax Liability			.00
Net (Check Amount)			38,604.09

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Checks Dated 08/29/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-154433	08/29/2019	US BANK CORPORATE PAYMENT SYSTEM	01-4100	Aug2019 Nearpod Cristi OHS	240.00	
			01-4300	Aug2019 Amazon JLaGrone OHS	261.32	
				Aug2019 Amazon KSimas	769.80	
				Aug2019 Amazon supplies DRamos	111.99	
				Aug2019 Costco Cristi OHS	33.21	
				Aug2019 Costco SSmith OHS	70.71	
				Aug2019 Costco TDrury CDS	153.38	
				Aug2019 Foodmaxx SSmith OHS	36.64	
				Aug2019 Home Depot WUpton LP	453.57	
				Aug2019 Inside Out Designs Cristi OHS	238.15	
				Aug2019 La Costena Para training/new tchr orientation KSimas	421.85	
				Aug2019 Lowes WUpton LP	75.05	
				Aug2019 Office Depot Cristi OHS	80.26	
				Aug2019 Office Depot WUpton LP	42.89	
				Aug2019 Raleys Co-teaching training KSimas	70.27	
				Aug2019 Raleys KSimas	66.46	
				Aug2019 Raleys Para training/new teacher orientation KSimas	20.57	
				Aug2019 Raleys UDL/culturally responsive practices KSimas	33.37	
				Aug2019 Rite Aide JLaGrone	104.19	
				Aug2019 Smart&Final SSmith OHS	238.91	
				Aug2019 Souper Subs Cristi OHS	37.00	
				Aug2019 Staples KSimas	37.53	
				Aug2019 Starbucks Cristi OHS	35.90	
				Aug2019 TJ MAXX Cristi OHS	5.35	
				Aug2019 Vet supplies amazon Andree	60.93	
				Aug2019 Walmart AEarley LP	48.34	
				Aug2019 Walmart KSimas	14.94	
				Aug2019 Walmart supplies JOchs ATC	19.23	
				Aug2019 Walmart TDrury CDS	79.53	
				July2019 Dollar Tree Cristi OHS	20.38	
				July2019 Walmart Cristi OHS	131.46	
			01-4360	Aug2019 Amazon RSanders Transp	161.29	
				Aug2019 Walmart RSanders Transp	129.64	
			01-5200	Aug2019 Parking KSimas	40.00	

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Checks Dated 08/29/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-154433	08/29/2019	US BANK CORPORATE PAYMENT SYSTEM	01-5200	Meals FPM training DRamos 8/7/19	10.87	
3005-154434	08/29/2019	OROVILLE ADULT ED REVOLVING	01-5601	Aug2019 Walmart AEArley LP	200.00	4,554.98
			11-8671	Reimb cks 1240-1242	165.00	
				Reimb cks 1243-1255	2,581.05	2,746.05
3005-154435	08/29/2019	OUHSD Cafeteria Account	13-5800	Service Charge July 2019		20.00
3005-154436	08/29/2019	Ross, Lisa M	01-4300	Reimb ADI lanyards/Raleys & Dollar Tree lab supplies LP		249.64
3005-154437	08/29/2019	Tellechea, Cristina	01-4300	Reimb Office Depot tardy slips OHS		32.16
3005-154438	08/29/2019	Drysdale, Zachary N	01-4300	Reimb Staples supplies LP		77.49
3005-154439	08/29/2019	Olson, Anna M	11-4300	Reimb Copy Center & Comers copies/pattern prints OAE		220.05
3005-154440	08/29/2019	Dunn, Celeste A	01-5200	Reimb Miles, meals, trans, Jensen wrkshp TX 7/15-7/17/19		772.18
3005-154441	08/29/2019	Guzman-Saetum, Ramona	01-4300	Reimb Walmart matte photo paper OHS		191.25
3005-154442	08/29/2019	Deadmore, Jacqueline	13-4300	Reimb Walmart office & kitchen supplies FS	37.56	
				Reimb Webstaurant guidance stanchion/tabletop display FS	185.86	223.42
3005-154443	08/29/2019	Johnson, Jania L	01-4300	Reimb supplies OHS		85.44
3005-154444	08/29/2019	Torres, Rita	01-4300	Reimb Blick art supplies LP		228.95
3005-154445	08/29/2019	A & M ENVIRONMENTAL SERVICES	01-5800	18/19 Storm Water Services		1,304.79
3005-154446	08/29/2019	AZ BUS SALES INC	01-4363	Aug2019 Seat covers Transp		690.82
3005-154447	08/29/2019	BATTERY SYSTEMS INC.	01-4363	Batteries Transp		462.53
3005-154448	08/29/2019	BUSWEST	01-4363	Aug2019 Bus door Transp	161.60	
				Aug2019 Gas Transp	347.32	
3005-154449	08/29/2019	CLIMATE CONTROL INC		Aug2019 Seat bottom cover Transp	350.13	859.05
3005-154450	08/29/2019	CONTINENTAL ATHLETIC SUPPLY	01-5620	Aug2019 Job# 31908 Reach in freezer LP		452.40
3005-154451	08/29/2019	DOCUMENT TRACKING SERVICES LLC	01-5620	Reconditioned football gear Steinmann		10,333.50
			01-5850	LCAP CDE Template		1,250.00
				Services9/15/19-9/15/20 Corey		
3005-154452	08/29/2019	FASTENAL COMPANY	01-4300	Aug2019 Door closer Russell OHS		129.64
3005-154453	08/29/2019	GRAINGER INC	01-4300	Aug2019 supplies J Lagrone OHS		725.84
3005-154454	08/29/2019	JACKSONS GLASS CO	01-5640	July2019 Services OHS	739.80	
				July2019 Services PHS	351.97	1,091.77
3005-154455	08/29/2019	LG ENVIRONMENTAL	01-5800	Aug2019 Monitoring services Transp		150.00
3005-154456	08/29/2019	MPS	01-4100	Lang Composition J Johnson OHS	7,903.19	
				Lang Pad ebooks J Johnson OHS	2,598.00	10,501.19
3005-154457	08/29/2019	MT SHASTA SPRING WATER CO INC	01-5804	Aug2019 4 x 5 Gal Water DO		33.20

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Checks Dated 08/29/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-154458	08/29/2019	NORCAL KENWORTH	01-4362	Coolant Transp	380.86	
			01-4363	Air filter Transp	555.98	
				Bolt Transp	12.06	
				Carrier Transp	1,414.13	
				Oil filter Transp	140.16	
				Unpaid Sales Tax	11.71-	2,491.48
3005-154459	08/29/2019	OREILLY AUTOMOTIVE INC	01-4363	July2019 Gasket sealer B78 Transp		20.56
3005-154460	08/29/2019	RESERVE ACCOUNT	11-5800	Postage Meter Refill Account #32337784		1,000.00
3005-154461	08/29/2019	REFRIGERATION SUPPLIES DISTRIBUTOR	01-4300	Aug2019 Supplies LP JLaGrone	479.56	
				Aug2019 Supplies LP Santos	354.14	833.70
				Total Number of Checks	29	41,732.08

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	24	37,534.27
11	AdultEducationFund	3	3,966.10
13	CafeteriaSpecialRevenueFund	2	243.42
	Total Number of Checks	29	41,743.79
	Less Unpaid Sales Tax Liability		11.71
	Net (Check Amount)		41,732.08

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Checks Dated 09/03/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-154647	09/03/2019	BEFORE THE MOVIE INC	01-5806	Sept2019 On Screen Ad Feather River Cinema		575.00
3005-154649	09/03/2019	GOLD COUNTRY CASINO AND HOTEL	01-5800	HOF Dinners		8,733.00
3005-154650	09/03/2019	US BANK CORPORATE PAYMENT SYSTEM	01-4100	Aug2019 CU Vet Curr for Andree KSimas	150.00	
			01-4300	Aug2019 DMS J Lagrone OHS	38.00	
				Aug2019 Dollar General TDrury CDS	12.50	
				Aug2019 Harshbarger ACE RDarrach	108.61	
				Aug2019 Home Depot RDarrach	28.60	
				Aug2019 Smart & Final JDeadmore	236.39	
				Aug2019 Smart & Final TDrury PHS	172.00	
				July2019 Amazon J Lagrone OHS	975.90	
			01-4363	July2019 Amazon Credit RSanders Transp	9.90-	
			01-5200	Aug2019 CABSE Conf for DSiplin Corey	449.00	
				July2019 Best Western Truckee RSanders Transp	334.36	
				July2019 Peppermill Reno RSanders Transp	385.68	
			01-5640	July2019 ABC Nick's Towing J Lagrone LP	40.00	
			01-5850	Aug2019 UCSC Scout for students KSimas	399.00	3,320.14
3813-154648	09/03/2019	CALIFORNIA'S VALUED TRUST FINANCE DEPARTMENT	76-9544	Sept2019 Retirees	53,768.47	
			76-9560	Sept2019 Active	337,307.36	391,075.83
Total Number of Checks					4	403,703.97

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	3	12,628.14
76	Warrant/Pass-ThroughFund	1	391,075.83
Total Number of Checks			403,703.97
Less Unpaid Sales Tax Liability			.00
Net (Check Amount)			403,703.97

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Checks Dated 09/05/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-154864	09/05/2019	Martinez, Rachel Y	01-4300	Reimb Amazon ID cards LP		400.85
3005-154865	09/05/2019	Coates, Stephen A	01-4300	Reimb Amazon alum potass sulfate LP		27.21
3005-154866	09/05/2019	Earley, Andree M	01-4300	Reimb Diffuser/sound machine LP		116.49
3005-154867	09/05/2019	Jenkins, Leighton R	01-5200	Reimb meals Band Gridley 8/24/19		34.50
3005-154868	09/05/2019	Davis, Michael J	01-5200	Reimb meals Band Gridley 8/24/19	34.50	
				Reimb meals Volleyball Lassen 8/22/19	34.50	69.00
3005-154869	09/05/2019	Caratunato, Michael D	01-5200	Reimb Mileage, Meals AP Conf 7/28-8/1/19		144.01
3005-154870	09/05/2019	Shaffer, Maria	01-4300	Reimb Classroom supplies OHS		83.35
3005-154871	09/05/2019	Leih, Bonnie	01-4300	Reimb comp books/white board LP		165.96
3005-154872	09/05/2019	BETTER DEAL EXCHANGE	01-4300	Aug2019 phone cord LFallen	10.38	
			01-4360	Aug2019 blade cutoff GDavis	15.13	
				Aug2019 caulkgun MGalev	10.81	36.32
3005-154873	09/05/2019	BSN SPORTS	01-4300	BSN- Frazier		824.42
3005-154874	09/05/2019	CALIF WATER SERVICE COMPANY	01-5505	DO 7/2-8/1/19 Acct# 0556577777	207.26	
				Harrison 7/12-8/9/19 Acct# 0556577777	306.50	
3005-154875	09/05/2019	CDW GOVERNMENT INC	01-4400	OHS 7/6-8/7/19 Acct# 0556577777	7,647.12	8,160.88
3005-154876	09/05/2019	CLIMATE CONTROL INC	01-5620	lpatop and desktop for teachers		1,796.71
			01-5620	Aug2019 Job# 31983 Walk in freezer LP	878.46	
			01-5640	Aug2019 Job# 31993 AC Blower PHS	1,672.07	2,550.53
3005-154877	09/05/2019	COX GLASS	01-5620	Aug2019 windshield Chevy Suburban		273.20
3005-154878	09/05/2019	CRESCO	01-5620	Sevices LP		69.76
3005-154879	09/05/2019	EWING IRRIGATION PRODUCTS	01-4300	DIA repr kit/solenoid coil Grounds	279.48	
				Return solenoid coil Grounds	80.74-	198.74
3005-154880	09/05/2019	GRAINGER INC	01-4300	August2019 supplies Jlagrone OHS	385.11	
3005-154881	09/05/2019	HILLYARD INC.	01-4300	Credit Inv# 9272428914 BCash DO	135.27-	249.84
				Aug2019 Credit	407.21-	
				Aug2019 supplies LPHS	1,428.40	
				Aug2019 supplies OHS	6,534.45	
				July2019 supplies OHS	3,510.39	
			01-4400	Aug2019 truck platform welded OHS	645.97	
			01-5620	Aug2019 supplies LPHS	252.51	
			01-5800	July2019 supplies LPHS	3,780.18	
				July2019 supplies OHS	4,046.96	19,791.65
				Aug2019 Services DO	50.00	
3005-154882	09/05/2019	HOBBS PEST SOLUTIONS INC	01-5502	Aug2019 Services LPHS	150.00	
				Aug2019 Services OHS	150.00	
				Aug2019 Services PHS	95.00	

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Checks Dated 09/05/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-154882	09/05/2019	HOBBS PEST SOLUTIONS INC	01-5502	Aug2019 Services TRANS	75.00	
			11-5502	Aug2019 Services OAE	55.00	575.00
3005-154883	09/05/2019	LATITUDES	01-4300	PVC board/signs OHS		325.64
3005-154884	09/05/2019	MJB SALES & SERVICE	01-4300	flux bottle Maint OHS	7.51	
				oxy/ace/gas rod/haz mat fee Maint OHS	54.38	61.89
3005-154885	09/05/2019	NORCAL KENWORTH	01-4363	Air filter Transp		146.18
3005-154886	09/05/2019	OFFICE DEPOT	01-4300	Aug2019 office supplies ABruce LP	144.33	
				Aug2019 office supplies Albrecht LP	228.16	
				Aug2019 office supplies Cristi OHS	285.13	
				Aug2019 office supplies DGnesda LP	264.83	
				Aug2019 office supplies GBangar OHS	165.11	
				Aug2019 office supplies JLaGrone DO	458.85	
				Aug2019 office supplies JYounger LP	268.07	
				Aug2019 office supplies LFelardo OHS	996.38	
				Aug2019 office supplies NDiaz OHS	386.03	
				Aug2019 office supplies RAnderson OHS	184.38	
				Credit Inv# 357076788001 JLaGrone DO	79.99-	
				July2019 office supplies BBUSBY LP	202.20	
				July2019 office supplies KHawj LP	99.21	
				July2019 office supplies SKermen LP	189.84	3,792.53
3005-154887	09/05/2019	PEARSON EDUCATION	01-4100	AP Gov texts for Michael Buchanan--	14,306.98	
				Quote# 78115-1		
				Pearson- Buchanan	13,371.70	27,678.68
				Billing 07/24-08/22/19 LP # 0290829210-1		1,017.56
3005-154888	09/05/2019	PG&E	01-5501	Pitney Bowes Ink		87.40
3005-154889	09/05/2019	PITNEY BOWES INC	01-4300	Aug2019 Supplies OHS Santos		198.62
3005-154890	09/05/2019	REFRIGERATION SUPPLIES DISTRIBUTOR	01-4300	Bevel cutter JTooker LP		22.97
3005-154891	09/05/2019	SCHOOL SPECIALTY	01-4300	Aug2019 Billing LP #007847-000	278.84	
3005-154892	09/05/2019	SFWP - ACCTS RECEIVABLE	01-5505	Aug2019 Billing LP Ag #007833-000	134.73	413.57
				Aug2019 Door sweep BHarles OHS	11.37	
3005-154893	09/05/2019	SHARP LOCKSMITHING GARAGE DOOR	01-4300	Aug2019 Drawer locks/elbow catch	63.65	
				BHarles OHS		
				Aug2019 Keys BHarles LP	14.33	
				Aug2019 Pins BHarles Maint	103.92	193.27
3005-154894	09/05/2019	JOHN E. MCCARTHY JR SISKIYOU FIRE EQUIPMENT	01-4300	Fire extinguisher LP	74.00	
				Fire extinguisher OHS	330.16	
				Fire extinguisher Transp	281.45	
			01-5800	Annual fire extinguisher services DO	64.00	

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

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Checks Dated 09/05/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-154894	09/05/2019	JOHN E. MCCARTHY JR SISKIYOU FIRE EQUIPMENT	01-5800	Annul fire extinguisher services Harrison	56.00	
				Annul fire extinguisher services LP	848.00	
				Annul fire extinguisher services OAE	152.00	
				Annul fire extinguisher services OHS	818.00	
				Annul fire extinguisher services PHS	289.00	
				Annul fire extinguisher services Transp	999.00	
3005-154895	09/05/2019	STAPLES-BUSINESS ADVANTAGE	01-4300	For J. Anderson Printer		3,911.61
3005-154896	09/05/2019	SYNECTIC TECHNOLOGIES	01-4300	SO# 27827 LP	475.38	64.94
			01-4400	SO# 27827 LP	1,639.85	
			01-5620	SO# 27827 LP	2,960.50	
			01-5850	SO# 27827 LP	264.28-	
				SO# 27935	264.28-	
				SO# 27935 OHS	754.03	
				SO# 27936	264.28-	
				SO# 27936 PHS	754.03	
				SO# 27937	264.32-	
				SO# 27937 Chico Adult Ed	751.36	
				SO# 27938	264.28-	
				SO# 27938 DO	889.51	
				SO# 27939	264.28-	
				SO# 27939 OHS	754.03	
				SO# 27940	264.28-	
				SO# 27940 OAE	754.03	7,882.72
3005-154897	09/05/2019	TEHAMA TIRE SERVICE	01-4364	Aug2019 AG trk 25 & trl tires	217.96	
				Aug2019 Goodyear tires Van15B	794.31	1,012.27
3005-154898	09/05/2019	THE MUSIC CONNECTION SALLY S MACMILLAN	01-4300	Music Instruments 19/20	4,037.08	
			01-4400	Music Instruments 19/20	53,864.92	57,902.00
3005-154899	09/05/2019	USI INC	01-4300	rolls of laminating film	219.52	
Total Number of Checks					36	140,499.79

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	36	140,444.79
11	AdultEducationFund	1	55.00

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Checks Dated 09/05/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
		Total Number of Checks	36		140,499.79	
		Less Unpaid Sales Tax Liability			.00	
		Net (Check Amount)			140,499.79	

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Checks Dated 09/10/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-155335	09/10/2019	Dustin Graves	25-8681	Refund Dev Fee/Camp Fire Relocation		3,592.81
3005-155336	09/10/2019	Aichele, Sarah L	01-5200	Reimb meals Football Susanville 8/29/19		34.50
3005-155337	09/10/2019	Sanders, Richard W	01-4363	Reimb Smart&Final/Walmart Trans		397.81
3005-155338	09/10/2019	Davis, Glenn W	01-5200	Reimb meals Football Susanville 8/30/19		22.00
3005-155339	09/10/2019	Trinnaman, Charlene E	13-5200	Reimb Foodhandlers cert renewal FS		10.00
3005-155340	09/10/2019	Deadmore, Jacqueline	13-4300	Reimb Amazon sanitizer test strips FS		36.30
3005-155341	09/10/2019	Drury, Timothy	01-4300	Reimb R.C. Willey/K-Gas PHS		32.88
3005-155342	09/10/2019	Corona, Emily	01-4300	Reimb Classroom supplies LP		167.75
3005-155343	09/10/2019	ABSOLUTE SAFETY TRAINING INC	11-5800	16 Basic Life support OAE	1,200.00	
				18 Emergency Med Tech OAE	13,500.00	14,700.00
3005-155344	09/10/2019	CALIFORNIA DEPT OF EDUCATION ACCOUNTING OFFICE	01-8660	2018-19 Federal Interest		294.54
3005-155345	09/10/2019	CARPETS GALORE INC	01-5640	Floor repairs Library LPHS		400.00
3005-155346	09/10/2019	Comcast	11-5900	Sept2019 Billing OAE Chico		87.87
3005-155347	09/10/2019	COMERS PRINT SHOP	01-4300	Comers- Envelopes Quote# 061919-102C office forms	692.80	
				CPM texts to Mr. Caratenuto (see attached quote)	888.07	1,580.87
3005-155348	09/10/2019	CPM EDUCATIONAL PROGRAM INC	01-4100			18,772.32
3005-155349	09/10/2019	DANNIS WOLIVER KELLEY	01-5801	July2019 Certificated Negotiations	3,360.00	
				July2019 Student Discipline	840.00	
				July2019 Z.R. Services	63.00	4,263.00
3005-155350	09/10/2019	eFoodhandlers,Inc	01-5800	EFoodHandlers	360.00	
				eFoodhandlers certifications	900.00	1,260.00
3005-155351	09/10/2019	EWING IRRIGATION PRODUCTS	01-4300	HDCKIT Buckner 24vac Grounds		301.28
3005-155352	09/10/2019	Heartland Payment Systems, Inc.	13-5850	NK Menu Planning Renewal 19/20		2,617.00
3005-155353	09/10/2019	JACKSONS GLASS CO	01-5640	Aug2019 Replace broken window OHS	1,722.92	
				Aug2019 Services LPHS	158.74	
				Aug2019 Services OHS	478.19	2,359.85
3005-155354	09/10/2019	K-GAS	01-4300	July2019 LP TX/commercial Maint		9.85
3005-155355	09/10/2019	MICROSOFT CORP	01-4300	Laptop for Olivia Garcia Quote# USQ-0030-761	108.24	
				Laptop for Olivia Garcia Quote# USQ-0030-761	1,115.71	
				Laptop for Olivia Garcia Quote# USQ-0030-761	279.20	1,503.15
3005-155356	09/10/2019	MOORE EDUCATIONAL RESOURCES	01-4300	Replacement projectors/boards	978.12	
			01-4400	Replacement projectors/boards	4,576.82	5,554.94
3005-155357	09/10/2019	NORCAL FOOD EQUIPMENT	01-4300	Aug2019 Supplies Santos OHS	342.43	

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Checks Dated 09/10/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-155357	09/10/2019	NORCAL FOOD EQUIPMENT	01-4300	Aug2019 Supplies Santos PHS	165.38	
				Unpaid Sales Tax	4.14-	503.67
3005-155358	09/10/2019	OFFICE DEPOT	01-4300	Aug2019 KFrazier LP	158.92	
				July2019 Elsenberg LP	281.57	
3005-155359	09/10/2019	OROVILLE POWER EQUIPMENT	01-4300	July2019 office supplies SFetters LP	268.86	709.35
				Aug2019 Trimmer/choke cntrl/guard assy Grounds		24.57
3005-155360	09/10/2019	OJHSD SCHOLARSHIP FUND	73-5800	Reimb Ck 1490-1499		3,925.00
3005-155361	09/10/2019	PTM DOCUMENT SYSTEMS	01-4300	PTM Documents		536.90
3005-155362	09/10/2019	SCHOLASTIC MAGAZINES	01-4300	ELD Scholastic Magazines- SBurket		461.52
3005-155363	09/10/2019	STAPLES-BUSINESS ADVANTAGE	01-4300	Pens		91.28
3005-155364	09/10/2019	SUTTER COUNTY SUPERINTENDENT OF SCHOOLS	01-5200	Payroll Roundtable Workshop		35.00
3005-155365	09/10/2019	TEACHERS CURRICULUM INSTITUTE	01-4100	TCI Licenses for Social Studies -- Quote		23,771.00
3005-155366	09/10/2019	US BANK	01-5800	Gobbs Election 2003 Series A		990.00
3005-155367	09/10/2019	US BANK CORPORATE PAYMENT SYSTEM	01-4100	Aug2019 CPM Edu Prog LP	37.50	
				Aug2019 CPM Edu Prog OHS	37.50	
				Sept2019 Amazon KSimas OHS	89.07	
			01-4300	Aug2019 Amazon Cristi OHS	21.11	
				Aug2019 Amazon TDrury CDS	191.43	
				Aug2019 Better Deal Exchange RDarrach LP	85.00	
				Aug2019 Canyon Oaks Entry Club Crist OHS	426.69	
				Aug2019 Cost Plus Credit Cristi OHS	13.38-	
				Aug2019 Cost Plus Cristi OHS	34.82	
				Aug2019 Home Depot LLafayette LP	33.48	
				Aug2019 Home Depot RDarrach	431.46	
				Aug2019 Industrial Power Products RDarrach LP	6.18	
				Aug2019 Lowes Cristi OHS	82.28	
				Aug2019 MJB Welding RDarrach LP	87.86	
				Aug2019 Raleys LLafayette LP	29.90	
				Aug2019 Smart Foodservice SSmith OHS	309.08	
				Aug2019 Tractor Supply RDarrach	95.21	
				Aug2019 Walmart LLafayette LP	80.11	
				Sept2019 Costco TDrury CDS	93.60	
				Sept2019 Walmart AEearley LP	84.65	

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Fund 01 - General Fund

Fiscal Year 2019/20 Through September 2019

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
Revenue Detail						
LCFF Revenue Sources						
8011	LCFFStateAid-CurrentYear	15,820,595.00	15,820,595.00	2,140,579.00	13,680,016.00	13.53
8012	EduProtectionAccountStAidCurYr	3,349,964.00	3,349,964.00		3,349,964.00	
8021	HomeownersExemptions	107,488.00	107,488.00		107,488.00	
8022	TimberYieldTax	57,254.00	57,254.00		57,254.00	
8029	OthrSubventionsIn-LieuTaxes	2,076.00	2,076.00		2,076.00	
8041	SecuredRollTaxes	6,424,698.00	6,424,698.00		6,424,698.00	
8042	UnsecuredRollTaxes	362,080.00	362,080.00		362,080.00	
8043	PriorYearsTaxes	14,529.00	14,529.00		14,529.00	
8044	SupplementalTaxes	99,781.00	99,781.00		99,781.00	
8045	EducatnRevenueAugmentationFund	1,219,904.00-	1,219,904.00-		1,219,904.00-	
8047	CommunityRedevelopmentFunds	1,046,392.00	1,046,392.00		1,046,392.00	
8096	Trns2ChtrSchlnLieuOfPropTaxes	257,398.00-	257,398.00-		257,398.00-	
Total LCFF Revenue Sources		25,807,555.00	25,807,555.00	2,140,579.00	23,666,976.00	8.29
Federal Revenue						
8181	SpecialEducation-Entitlement	248,673.00	248,673.00		248,673.00	
8290	AllOtherFederalRevenue	1,141,911.00	1,154,614.00	28,106.00	1,126,508.00	2.43
Total Federal Revenue		1,390,584.00	1,403,287.00	28,106.00	1,375,181.00	2.00
Other State Revenues						
8311	OtherStateApportionmentsCurrYr	733,494.00	733,494.00	34,918.00	698,576.00	4.76
8550	MandatedCostReimbursements	125,000.00	125,000.00		125,000.00	
8560	StateLotteryRevenue	431,000.00	431,000.00		431,000.00	
8590	AllOtherStateRevenue	1,145,072.00	1,148,531.00	222,223.03	926,307.97	19.35
Total Other State Revenues		2,434,566.00	2,438,025.00	257,141.03	2,180,883.97	10.55
Other Local Revenue						
8650	LeasesandRentals	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	InteragencySrvcsBetweenLEAs	611,137.00	713,590.00		713,590.00	
8699	AllOtherLocalRevenue	86,280.00	86,280.00	13,509.40	72,770.60	15.66
8792	TrnsfrApportionmentFrmCntyOffics	179,225.00	179,225.00		179,225.00	
Total Other Local Revenue		977,642.00	1,080,095.00	13,659.40	1,066,435.60	1.26
Total Year To Date Revenues		30,610,347.00	30,728,962.00	2,439,485.43	28,289,476.57	7.94
Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	% Used

Selection

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

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Fund 01 - General Fund

Fiscal Year 2019/20 Through September 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	7,444,372.69	688,542.33	641,166.02-	9.19
1101	Teacher Sub Pay	240,784.00	242,046.00		6,394.91	235,651.09	2.64
1102	Teacher Extra Pay	155,455.00	152,455.00		31,966.50	120,488.50	20.97
1200	Certificated Pupil Support Salaries	859,611.00	859,611.00	797,791.40	88,740.78	26,921.18-	10.32
1202	Pupil Support Extra Pay	16,696.00	16,696.00		14,380.10	2,315.90	86.13
1300	Certificated Supervisor Administrative Salary	1,099,313.00	1,099,313.00	952,393.74	175,286.08	28,366.82-	15.95
1301	Cert Admin Sub				45.00	45.00-	NO BDGT
1302	Cert Admin Extra Pay	41,113.00	41,113.00		67.80	41,045.20	0.16
1900	Other Certificated Salaries	54,938.00	54,938.00	62,381.90	16,518.58	23,962.48-	30.07
1902	Other Certificated Extra Pay	251,050.00	251,050.00			251,050.00	
Total Certificated Salaries		10,210,709.00	10,208,971.00	9,256,939.73	1,021,942.08	69,910.81-	10.01
Classified Salaries							
2100	Classified Instructional Salary	761,672.00	761,672.00	711,697.94	72,076.94	22,102.88-	9.46
2101	Para Ed Sub Pay	34,500.00	34,500.00		1,988.58	32,511.42	5.76
2102	Para Ed Extra Pay	62,000.00	62,000.00		5,261.21	56,738.79	8.49
2200	Classified Support Salaries	1,702,438.00	1,702,438.00	1,412,825.27	230,286.87	59,325.86	13.53
2201	Class Support Sub Pay	128,000.00	128,000.00		22,209.86	105,790.14	17.35
2202	Class Support Extra Pay	79,099.00	79,099.00		8,333.74	70,765.26	10.54
2300	Class Supervisor Administrative Salary	303,154.00	303,154.00	252,628.40	50,525.68	.08-	16.67
2400	Clerical Technical Office Staff Salary	1,302,482.00	1,302,482.00	988,343.02	165,614.97	148,524.01	12.72
2401	Clerical Sub Pay	5,000.00	5,000.00		2,928.87	2,071.13	58.58
2402	Clerical Extra Pay	14,963.00	14,090.00		4,513.87	9,576.13	32.04
2900	Other Classified Salaries	41,459.00	41,459.00	37,530.70	50,141.12	46,212.82-	120.94
2901	Other Classified Sub Pay				1,321.11	1,321.11-	NO BDGT
Total Classified Salaries		4,434,767.00	4,433,894.00	3,403,025.33	615,202.82	415,665.85	13.88
Employee Benefits							
3101	STRS Certificated Positions	2,626,626.00	2,627,388.00	1,567,241.10	170,723.48	889,423.42	6.50
3102	STRS Classified Positions	10,211.00	10,211.00	10,029.30	1,075.42	893.72-	10.53
3202	PERS Classified Positions	848,329.00	848,329.00	641,801.76	101,930.67	104,596.57	12.02
3301	OASDI Medicare Alternative Certificated Positions	905.00	905.00	2,211.09	254.96	1,561.05-	28.17
3302	OASDI Medicare Alternative Classified Positions	259,706.00	259,652.00	196,678.84	33,620.13	29,353.03	12.95
3311	Medicare Certificated	144,498.00	144,427.00	130,814.14	14,452.57	839.71-	10.01
3312	Medicare Classified	61,880.00	61,867.00	47,140.69	8,635.07	6,091.24	13.96
3401	HlthWfr Benefits Certificated Position	2,597,360.00	2,597,360.00	2,387,207.34	223,925.78	13,773.12-	8.62
3402	HlthWfr Benefits Classified Position	1,152,345.00	1,152,345.00	1,016,516.96	138,225.51	2,397.47-	12.00

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

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail (continued)							
Employee Benefits (continued)							
3501	StUnemplmntInsrncCertPositns	10,756.00	10,754.00	4,576.09	504.52	5,673.39	4.69
3502	StUnemplmntInsrncCissfdPos	2,133.00	2,133.00	1,627.06	298.06	207.88	13.97
3601	WCInsuranceCertificatePositns	251,609.00	251,488.00	221,989.32	24,507.15	4,991.53	9.74
3602	WCCompensnInsrncClassPositn	109,303.00	109,281.00	81,607.88	14,753.17	12,919.95	13.50
3701	OPEBAlocatedCertificatePositn	457,622.00	457,393.00	416,802.59	46,191.77	5,601.36	10.10
3702	OPEBAlocatedClassifiedPositn	200,451.00	200,412.00	153,816.88	25,898.38	20,696.74	12.92
	Total Employee Benefits	8,733,734.00	8,733,945.00	6,880,061.04	804,996.64	1,048,887.32	9.22
Books and Supplies							
4100	ApprvdTxbookCorCurriculaMterl	267,000.00	267,000.00	55,058.19	53,309.58	158,632.23	19.97
4200	BooksandOtherReferenceMaterial			32.80	684.82	717.62	NO BDGT
4300	MaterialsandSupplies	728,424.00	945,177.00	303,946.15	86,434.88	554,795.97	9.14
4360	TransportationGenSupplies	24,000.00	24,000.00		1,800.68	22,199.32	7.50
4361	TransportationFuel	105,000.00	105,000.00		187.51	104,812.49	0.18
4362	TransportationOilGrease	8,000.00	8,000.00		632.35	7,367.65	7.90
4363	TransportationParts	59,000.00	59,000.00		7,215.36	51,784.64	12.23
4364	TransportationTires	15,000.00	15,000.00		1,012.27	13,987.73	6.75
4400	NoncapitalizedEquipment	2,590.00	30,590.00	22,109.78	101,259.36	92,779.14	331.02
	Total Books and Supplies	1,209,014.00	1,453,767.00	381,146.92	252,536.81	820,083.27	17.37
Services and Other Operating Expenditures							
5200	TravelandConferences	138,894.00	139,061.00	12,304.89	12,925.16	113,830.95	9.29
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		24,222.89	390,686.11	5.84
5502	PestControl	6,400.00	6,400.00	3,225.00	645.00	2,530.00	10.08
5503	SewerFees	61,000.00	61,000.00			61,000.00	
5505	Water	64,000.00	64,000.00		19,723.51	3,100.00	30.82
5506	WasteDisposal	47,200.00	47,200.00	65,301.53	5,198.47	23,300.00	11.01
5601	FacilitiesRent	6,000.00	6,000.00		200.00	5,800.00	3.33
5602	CopierPostageMeterRents	43,300.00	43,300.00	58,900.67	3,589.33	19,190.00	8.29
5603	CopierMaintenance	35,505.00	35,505.00	12,304.02	195.98	23,005.00	0.55
5620	EquipmentRentalsAndRepairs	99,348.00	97,250.00	7,765.78	22,929.61	66,554.61	23.58
5630	ComputerMaintenanceRepairs	36,600.00	36,600.00			36,600.00	
5640	BuildingAndSiteRepairs	221,000.00	221,000.00	9,830.00	194,169.83	17,000.17	87.86
5750	TransfersDirectCostsInterfund	20,308.00	20,308.00			20,308.00	
5800	ProfConsultingSrvcsandOperExpend	887,860.00	1,129,788.00	281,490.00	58,420.16	789,877.84	5.17

Selection

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

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

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

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail (continued)							
Services and Other Operating Expenditures (continued)							
5801	LegalFees	85,000.00	85,000.00			85,000.00	
5804	PreEmploymentTesting	10,000.00	10,000.00		284.70	9,715.30	2.85
5806	Advertising	26,000.00	26,000.00	1,150.00	3,345.00	21,505.00	12.87
5850	SoftwareMaintenanceAndLicences	176,300.00	176,300.00	41,771.94	72,433.56	62,094.50	41.09
5900	Communications	32,000.00	32,000.00	7,639.14	5,180.07	19,180.79	16.19
	Total Services and Other Operating Expenditures	2,781,335.00	3,021,332.00	559,080.47	818,618.09	1,643,633.44	27.09
Capital Outlay							
6400	Equipment	10,000.00	42,000.00		70,651.98	28,651.98-	168.22
	Total Capital Outlay	10,000.00	42,000.00	.00	70,651.98	28,651.98-	168.22
Tuition							
7141	OrTutExsCstDfctPmt2DisChrttrSch	18,000.00	18,000.00			18,000.00	
7142	OthuuinExcsCstsDfctPy2CntyOff	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		14,318.00	755.00	94.99
7439	OtherDebtService-Principal	303,594.00	303,594.00		9,611.00	293,983.00	3.17
	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	29,334,752.00	20,480,253.49	3,607,877.42	5,246,621.09	12.30
Other Financing Sources							
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	.00	13,000.00	
	Total Year To Date Other Financing Sources	13,000.00	13,000.00	.00	.00	13,000.00	
Other Financing Uses							
Other Financing Uses							
Selection: Grouped by Account Type - Sorted by Org, Fund, Object, Filtered by (Org = 23, Starting Period = 1, Ending Account Period = 0, Stmt Option? = R, Zero Amounts? = N, SACS? = N, Restricted? = Y)							
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Fund 01 - General Fund		Fiscal Year 2019/20 Through September 2019				
Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance
Other Financing Uses (continued)						
Interfund Transfers Out						
7616	From Gen Fund To Cafe 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

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

Description

Encumbrance Actual Budget Balance % of Budget

Revenues, Expenditures, and Changes in Fund Balance

A. Revenues	30,610,347.00	30,728,962.00	2,439,485.43	28,289,476.57	7.94
B. Expenditures	28,819,254.00	29,334,752.00	3,607,877.42	5,246,621.09	12.30
C. Subtotal (Revenue LESS Expense)	1,791,093.00	1,394,210.00	1,168,391.99-	23,042,855.48	
D. Other Financing Sources and Uses	13,000.00	13,000.00		13,000.00	
Sources	156,144.00	156,144.00		156,144.00	
LESS Uses					
E. Net Change in Fund Balance	1,647,949.00	1,251,066.00	1,168,391.99-	22,899,711.48	
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	6,165,077.00	1,168,391.99-		
*Components of Ending Fund Balance					
Legally Restricted (9740)					
Other Designations (9780)					
Undesign/Unappropri (9790)	6,561,960.00	6,165,077.00			
Other			20,480,253.49		

Fund 11 - Adult Education Fund

Fiscal Year 2019/20 Through September 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	20,607.00	66,494.00	23.66
	Total Federal Revenue	87,101.00	87,101.00	20,607.00	66,494.00	23.66
Other State Revenues						
8590	All Other State Revenue	.00	43,952.00	.00	43,952.00	
	Total Other State Revenues	.00	43,952.00		43,952.00	
Other Local Revenue						
8660	Interest	13,419.00	13,419.00		13,419.00	
8671	Adult Education Fees	205,851.00	205,851.00	2,746.05	208,597.05	-1.33
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	2,582.06	1,429,312.06	-0.18
	Total Year To Date Revenues	1,513,831.00	1,557,783.00	18,024.94	1,539,758.06	1.16

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail							
Certificated Salaries							
1100	Certificated Teachers Salaries	413,362.00	413,362.00		39,618.19	373,743.81	9.58
1101	Teacher Sub Pay				156.17	156.17	NO BDGT
1300	Crtificd Suprvsr Admnstrtr Slry	62,143.00	62,143.00	51,750.16	10,392.80	.04	16.72
	Total Certificated Salaries	475,505.00	475,505.00	51,750.16	50,167.16	373,587.68	10.55
Classified Salaries							
2100	Classified Instructional Salary	42,960.00	42,960.00	39,035.51	4,359.57	435.08	10.15
2200	Classified Support Salaries	29,390.00	29,390.00	24,486.46	4,360.55	542.99	14.84
2201	Class Support Sub Pay				1,445.84	1,445.84	NO BDGT
2202	Class Support Extra Pay				150.00	150.00	NO BDGT
2400	Clerical Technicl Offic Staff Slrys	169,267.00	169,267.00	144,270.50	24,996.65	.15	14.77
2900	Other Classified Salaries	19,915.00	19,915.00		196.00	19,719.00	0.98
	Total Classified Salaries	261,532.00	261,532.00	207,792.47	35,508.61	18,230.92	13.58
Employee Benefits							
3101	STR Certificated Positions	81,206.00	81,206.00	8,768.50	8,528.41	63,909.09	10.50
3102	STR Classified Positions	3,405.00	3,405.00			3,405.00	
3202	PERS Classified Positions	49,817.00	49,817.00	40,745.30	6,656.87	2,414.83	13.36
3301	OASDI Medcrl Altmv/Certific Positns				9.68	9.68	NO BDGT

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

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Fund 11 - Adult Education Fund

Fiscal Year 2019/20 Through September 2019

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail (continued)							
Employee Benefits (continued)							
3302	OASDMedicrAltrmtvClasPositn	15,480.00	15,480.00	12,236.52	2,112.55	1,130.93	13.65
3311	MedicareCertificated	6,895.00	6,895.00	750.34	717.93	5,426.73	10.41
3312	MedicareClassified	3,621.00	3,621.00	2,861.79	494.00	265.21	13.64
3401	HlthWfrBenefitsCertificPositn	148,954.00	148,954.00	146,697.54	14,645.18	12,388.72	9.83
3402	HlthWfrBenefitClasfiddPositn	76,163.00	76,163.00	65,899.88	10,263.13	.01	13.48
3501	StUnemplmntInsurncCerrPositns	237.00	237.00	25.81	24.74	186.45	10.44
3502	StUnemplmntInsurncCissfiddPos	124.00	124.00	98.76	17.03	8.21	13.73
3601	WCInsuranceCertificatdPositns	11,721.00	11,721.00	1,241.06	1,203.05	9,276.89	10.26
3602	WCCompensnInsurncClassPositn	6,447.00	6,447.00	4,983.03	851.51	612.46	13.21
3701	OPEBAllocatedCertificatdPositn	21,492.00	21,492.00	2,338.98	2,267.53	16,885.49	10.55
3702	OPEBAllocatedClassifiedPositn	11,821.00	11,821.00	9,392.29	1,604.86	823.85	13.58
Total Employee Benefits		437,383.00	437,383.00	296,039.80	49,396.47	91,946.73	11.29
Books and Supplies							
4300	MaterialsandSupplies	20,000.00	20,000.00	1,645.75	2,869.74	15,484.51	14.35
4400	NoncapitalizedEquipment	9,000.00	9,000.00	5,139.78		3,860.22	
Total Books and Supplies		29,000.00	29,000.00	6,785.53	2,869.74	19,344.73	9.90
Services and Other Operating Expenditures							
5200	TravelandConferences	5,000.00	5,000.00		2,005.00	2,995.00	40.10
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		468.11	23,466.89	1.96
5502	PestControl			550.00	110.00	660.00	NO BDGT
5505	Water			3,013.07	486.93	3,500.00	NO BDGT
5506	WasteDisposal			2,309.65	190.35	2,500.00	NO BDGT
5601	FacilitiesRent	54,000.00	54,000.00	40,500.00	13,500.00		25.00
5602	CopierPostageMeterRents	1,000.00	1,000.00	212.10	47.90	740.00	4.79
5603	CopierMaintenance	3,000.00	3,000.00	6,200.00		3,200.00	
5620	EquipmentRentalsAndRepairs				129.00	129.00	NO BDGT
5640	BuildingAndSiteRepairs	3,500.00	3,500.00		6,535.00	3,035.00	186.71
5750	TransfersDirectCostsInterfund	18,308.00	18,308.00			18,308.00	
5800	ProfConsultingSrvcsandOperExpnd	67,000.00	67,000.00	88,500.00	2,329.30	23,829.30	3.48
5804	PreEmploymentTesting	9,500.00	9,500.00		64.00	9,436.00	0.67
5806	Advertising	40,000.00	40,000.00			40,000.00	
5850	SoftwareMaintenanceAndLicences	14,625.00	14,625.00	4,726.00	10,461.24	562.24	71.53
5900	Communications	10,000.00	10,000.00	39,313.43	3,761.40	33,074.83	37.61
Total Services and Other Operating Expenditures		251,868.00	251,868.00	185,876.61	41,158.23	24,833.16	16.34

Selection

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

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

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Fund 11 - Adult Education Fund

Fiscal Year 2019/20 Through September 2019

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail (continued)							
Capital Outlay							
6100	Land	15,000.00	15,000.00			15,000.00	
6200	Building Improvement	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	Trans Indirect Costs	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	
Debt Service							
7438	Debt Service-Interest	34,076.00	34,076.00		34,076.00		100.00
7439	Other Debt Service-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	748,244.57	263,940.21	617,028.22	16.20

Fund 11 - Adult Education Fund Fiscal Year 2019/20 Through September 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	1,557,783.00		18,024.94	1,539,758.06	1.16
B. Expenditures	1,629,213.00	1,629,213.00	748,244.57	263,940.21	617,028.22	16.20
C. Subtotal (Revenue LESS Expense)	115,382.00-	71,430.00-		245,915.27-	922,729.84	
D. Other Financing Sources and Uses						
Sources						
LESS Uses						
E. Net Change in Fund Balance	115,382.00-	71,430.00-		245,915.27-	922,729.84	
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	835,555.00		245,915.27-		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesign/Unapprop (9790)	791,603.00	835,555.00				
Other				748,244.57		

Fund 13 - CafeteriaSpecialRevenueFund

Fiscal Year 2019/20 Through September 2019

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	367.28	114,632.72	0.32
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	367.28	115,532.72	0.32
	Total Year To Date Revenues	963,900.00	963,900.00	367.28	963,532.72	0.04

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail							
Classified Salaries							
2200	ClassifiedSupportSalaries	220,186.00	220,186.00	193,483.99	18,931.13	7,770.88	8.60
2201	ClassSupportSubPay	19,300.00	19,300.00		1,252.69	18,047.31	6.49
2202	ClassSupportExtraPay	12,100.00	12,100.00		839.49	11,260.51	6.94
2300	ClassSupvrsrAdministratorsStry	57,336.00	57,336.00	52,123.70	5,212.37	.07-	9.09
2400	ClericTechnicOffcStaffStry	21,210.00	21,210.00		1,794.44	19,415.56	8.46
	Total Classified Salaries	330,132.00	330,132.00	245,607.69	28,030.12	56,494.19	8.49
Employee Benefits							
3202	PERSClassifiedPositions	55,668.00	55,668.00	44,675.89	4,798.98	6,193.13	8.62
3302	OASDIMedicrAltrmtvClasPosition	19,653.00	19,653.00	14,436.19	1,670.43	3,546.38	8.50
3312	MedicareClassified	4,595.00	4,595.00	3,376.30	390.65	828.05	8.50
3402	HlthWfrBenefitClassifidPositn	72,000.00	72,000.00	65,454.54	6,545.46		9.09
3502	StUnemplmntInsrncClassifidPos	158.00	158.00	116.50	13.48	28.02	8.53
3602	WCCompenstnInsrnceClassPositn	8,109.00	8,109.00	5,890.02	672.20	1,546.78	8.29
3702	OPEBAllocatedClassifiedPositn	14,759.00	14,759.00	11,101.57	1,266.97	2,390.46	8.58
	Total Employee Benefits	174,942.00	174,942.00	145,051.01	15,358.17	14,532.82	8.78
Books and Supplies							
4300	MaterialsandSupplies	25,000.00	25,000.00	20,165.86	6,106.78	1,272.64-	24.43
4400	NoncapitalizedEquipment	8,000.00	8,000.00			8,000.00	

Fiscal Year 2019/20 Through September 2019

Fund 13 - CafeteriaSpecialRevenueFund

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	302,906.25	93.75	196,850.00	0.02
	Total Books and Supplies	532,850.00	532,850.00	323,072.11	6,200.53	203,577.36	1.16
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		2,462.00	538.00	82.07
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		15.13	484.87	3.03
	Total Services and Other Operating Expenditures	21,850.00	21,850.00	.00	2,630.46	19,219.54	12.04
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	
	Total Year To Date Expenditures	1,102,860.00	1,102,860.00	713,730.81	52,219.28	336,909.91	4.73

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	

Selection

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

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

Description

Revenues, Expenditures, and Changes in Fund Balance

	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
A. Revenues	963,900.00	963,900.00		367.28	963,532.72	0.04
B. Expenditures	1,102,860.00	1,102,860.00	713,730.81	52,219.28	336,909.91	4.73
C. Subtotal (Revenue LESS Expense)	138,960.00-	138,960.00-		51,852.00-	626,622.81	
D. Other Financing Sources and Uses	156,144.00	156,144.00			156,144.00	
Sources						
LESS Uses						
E. Net Change in Fund Balance	17,184.00	17,184.00		51,852.00-	782,766.81	
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		51,852.00-		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesign/Unapprop (9790)	17,184.00	17,184.00		713,730.81		
Other						

Fund 25 - Capital Facilities Fund

Fiscal Year 2019/20 Through September 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	7.26
8681	Mitigation/Developer Fees	207,000.00	207,000.00	15,025.36	191,974.64	7.12
	Total Other Local Revenue	211,000.00	211,000.00	15,025.36	195,974.64	7.12
	Total Year To Date Revenues	211,000.00	211,000.00	15,025.36	195,974.64	7.12

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Other Financing Uses							
Interfund Transfers Out							
7619	Othr Authorizd Inter Fnd Trnsfrs Out	13,000.00	13,000.00			13,000.00	
	Total Interfund Transfers Out	13,000.00	13,000.00	.00	.00	13,000.00	
	Total Year To Date Other Financing Uses	13,000.00	13,000.00	.00	.00	13,000.00	

Fund 25 - CapitalFacilitiesFund

Fiscal Year 2019/20 Through September 2019

Description

Revenues, Expenditures, and Changes in Fund Balance

	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
A. Revenues	211,000.00	211,000.00		15,025.36	195,974.64	7.12
B. Expenditures						
C. Subtotal (Revenue LESS Expense)	211,000.00	211,000.00		15,025.36	195,974.64	
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		15,025.36	182,974.64	
F. Fund Balance:						
Beginning Balance (9791)						
Audit Adjustments (9793)	592,625.00	592,625.00				
Other Restatements (9795)						
Adjusted Beginning Balance	592,625.00	592,625.00		.00		
G. Calculated Ending Balance	790,625.00	790,625.00		15,025.36		
*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 September 2019

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
Revenue Detail						
Other Local Revenue						
8625	ComRdvlpmntFndNotSubject2LCFFDd	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 September 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)	490,966.00	490,966.00				
Audit Adjustments (9793)						
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						

Fund 51 - BndIntRdmpxFndA Fiscal Year 2019/20 Through September 2019

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
Revenue Detail						
Other State Revenues						
8571	VotdIndbtdnesLeviHmownrExmptn	5,000.00	5,000.00		5,000.00	
8572	VtdIndbtdnsLevOtrSbvntrnsInLuTx	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	VotdIndebtdnesLeviePriYrTaxes	1,000.00	1,000.00		1,000.00	
8614	VotdIndbtdnssLevieSuplmtntlTaxe	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	213,381.00		213,380.60	.40	100.00
7434	BondInterestOtherServiceCharge	213,381.00	271,619.00		271,619.40	.40	100.00
	Total Debt Service	485,000.00	485,000.00	.00	485,000.00	.00	100.00
	Total Year To Date Expenditures	485,000.00	485,000.00	.00	485,000.00	.00	100.00

Fund 51 - BndIntRdmptFndA Fiscal Year 2019/20 Through September 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		100.00
C. Subtotal (Revenue LESS Expense)						
D. Other Financing Sources and Uses	46,000.00	46,000.00		485,000.00-	531,000.00	
Sources						
LESS Uses						
E. Net Change in Fund Balance	46,000.00	46,000.00		485,000.00-	531,000.00	
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		485,000.00-		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)	600,806.00	600,806.00				
Other						

Fund 52 - BndIntRdmptFndB		Fiscal Year 2019/20 Through September 2019				
Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
Revenue Detail						
Other State Revenues						
8571	VotdIndbtndesLeviHmownrExmptn	6,000.00	6,000.00		6,000.00	
8572	VtdIndbtndesLevOtrSbvntrnsInLuTx	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	VotdIndebtednesLeviePriYrTaxes	1,000.00	1,000.00		1,000.00	
8614	VotdIndbtndssLevieSuplmntTtaxe	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	147,755.00	147,754.80	.20	100.00
7434	BondInterestOtherServiceCharge	147,755.00	212,245.00	212,245.20	.20-	100.00
	Total Debt Service	360,000.00	360,000.00	360,000.00	.00	100.00
	Total Year To Date Expenditures	360,000.00	360,000.00	360,000.00	.00	100.00

Fund 52 - BndIntRdImpFndB

Fiscal Year 2019/20 Through September 2019

Description

Revenues, Expenditures, and Changes in Fund Balance

	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
A. Revenues	389,000.00	389,000.00			389,000.00	100.00
B. Expenditures	360,000.00	360,000.00		360,000.00		
C. Subtotal (Revenue LESS Expense)	29,000.00	29,000.00		360,000.00-	389,000.00	
D. Other Financing Sources and Uses						
Sources						
LESS Uses						
E. Net Change in Fund Balance	29,000.00	29,000.00		360,000.00-	389,000.00	
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		360,000.00-		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)	459,078.00	459,078.00				
Other						

Fund 53 - BndIntRdmptFndHarrison Fiscal Year 2019/20 Through September 2019

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	VotdIndbtdnesLevOtrSbvntrnsInLuTx	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	VotdIndebtdnesLevieUnscurdRol	43,000.00	43,000.00		43,000.00	
8613	VotdIndebtdnesLeviePriYrTaxes	1,000.00	1,000.00		1,000.00	
8614	VotdIndbtdnssLevieSuplmtntTaxe	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	585,000.00		585,000.00	153,275.00	100.00
7434	BondInterestOtherServiceCharge	585,000.00	318,250.00		164,975.00	153,275.00	51.84
	Total Debt Service	903,250.00	903,250.00	.00	749,975.00	153,275.00	83.03
	Total Year To Date Expenditures	903,250.00	903,250.00	.00	749,975.00	153,275.00	83.03

Fund 53 - BndIntRdmpFndHarrison

Fiscal Year 2019/20 Through September 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		749,975.00	153,275.00	83.03
C. Subtotal (Revenue LESS Expense)						
D. Other Financing Sources and Uses	129,750.00	129,750.00		749,975.00-	879,725.00	
Sources						
LESS Uses						
E. Net Change in Fund Balance	129,750.00	129,750.00		749,975.00-	879,725.00	
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		749,975.00-		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)	1,012,116.00	1,012,116.00				
Other						

Fiscal Year 2019/20 Through September 2019

Fund 73 - FoundationPrivPurposeTrustFund

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		68.50
8699	AllOtherLocalRevenue	23,000.00	23,000.00	15,754.00	7,246.00		
	Total Other Local Revenue	43,000.00	43,000.00	15,754.00	27,246.00		36.64
	Total Year To Date Revenues	43,000.00	43,000.00	15,754.00	27,246.00		36.64
Expenditure Detail							
Services and Other Operating Expenditures							
5800	ProfConsultngSrvcsandOperExpnd	43,000.00	43,000.00	20,175.00	22,825.00		46.92
	Total Services and Other Operating Expenditures	43,000.00	43,000.00	20,175.00	22,825.00		46.92
	Total Year To Date Expenditures	43,000.00	43,000.00	20,175.00	22,825.00		46.92

Fund 73 - FoundationPrivPurposeTrustFund Fiscal Year 2019/20 Through September 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		15,754.00	27,246.00	36.64
B. Expenditures	43,000.00	43,000.00		20,175.00	22,825.00	46.92
C. Subtotal (Revenue LESS Expense)						
D. Other Financing Sources and Uses	.00	.00		4,421.00-	4,421.00	
Sources						
LESS Uses						
E. Net Change in Fund Balance	.00	.00		4,421.00-	4,421.00	
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		4,421.00-		
*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 September 2019

Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
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Revenues, Expenditures, and Changes in Fund Balance

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

Oroville Union High School District

Memorandum

TO: Board of Trustees
FROM: Dr. Corey Willenberg
DATE: September 9, 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

Bob Harrison	\$100
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Scholarship Fund

Tom Aldridge	\$100
Al Hottinger (recyclables)	\$186.31
Jim McNulty	\$100
Mooretown Rancheria	\$500
Glen Sparrow	\$250

OUHSD				
LPHS ASB Preliminary Budget Summary 2019-2020				
Ag Leadership	\$1,390.06	\$5,500.00	(\$5,400.00)	\$1,490.06
Ag Mechanics	\$546.69	\$500.00	(\$500.00)	\$546.69
Anime	\$857.27	\$600.00	(\$1,200.00)	\$257.27
Art Club	\$108.76	\$500.00	(\$500.00)	\$108.76
ASB	\$22,502.32	\$3,600.00	(\$3,000.00)	\$23,102.32
ASB II	\$2,155.75	\$500.00	(\$800.00)	\$1,855.75
ASB Start-up	\$745.49	\$0.00	(\$500.00)	\$245.49
Asian Club	\$321.14	\$800.00	(\$775.00)	\$346.14
At Risk Youth (in the process of closing)	\$955.90	\$0.00	(\$955.90)	\$0.00
Athletic Reserve	\$14,514.46	\$14,000.00	(\$20,000.00)	\$8,514.46
Auto Enthusiasts	\$155.64	\$150.00	(\$150.00)	\$155.64
Baseball	\$2,096.13	\$7,000.00	(\$6,500.00)	\$2,596.13
Boys Basketball	\$8,776.91	\$8,000.00	(\$8,000.00)	\$8,776.91
Boys Soccer	\$2,986.97	\$2,000.00	(\$2,500.00)	\$2,486.97
Boys Tennis	\$560.81	\$400.00	(\$400.00)	\$560.81
Cheer	\$3,012.18	\$30,000.00	(\$30,500.00)	\$2,512.18
Class of 2019	\$2,226.91	\$0.00	(\$2,226.91)	\$0.00
Class of 2020	\$4,175.49	\$2,000.00	(\$4,200.00)	\$1,975.49
Class of 2021	\$104.43	\$5,000.00	(\$3,000.00)	\$2,104.43
Class of 2022	\$200.00	\$500.00	(\$350.00)	\$350.00
Class of 2023	\$200.00	\$0.00	\$0.00	\$200.00
Cross Country (Boys and Girls)	\$3,833.36	\$3,000.00	(\$2,800.00)	\$4,033.36
CSF	\$1,218.56	\$1,400.00	(\$1,500.00)	\$1,118.56
Dancers United	\$100.01	\$300.00	(\$200.00)	\$200.01
Diversified Occupations	\$938.73	\$1,200.00	(\$1,200.00)	\$938.73
Fair Fund	\$773.04	\$400.00	(\$600.00)	\$573.04
Farm Fund	\$239.00	\$7,000.00	(\$6,500.00)	\$739.00
FCCLA (formerly FHA)	\$1,530.50	\$300.00	(\$500.00)	\$1,330.50
FFA	\$908.28	\$16,000.00	(\$15,000.00)	\$1,908.28
Fishing Club	\$203.04	\$200.00	(\$250.00)	\$153.04
Football	\$15,976.80	\$25,000.00	(\$27,000.00)	\$13,976.80
Friday Night Live	\$1,662.66	\$500.00	(\$600.00)	\$1,562.66
Girls Basketball	\$8,229.32	\$7,000.00	(\$6,800.00)	\$8,429.32
Girls Soccer	\$4,578.96	\$7,000.00	(\$9,000.00)	\$2,578.96
Girls Tennis	\$2,571.39	\$350.00	(\$500.00)	\$2,421.39
Golf	\$2,151.39	\$1,100.00	(\$1,700.00)	\$1,862.80
Greenhouse	\$4,757.13	\$8,000.00	(\$9,500.00)	\$3,257.13
GSA	\$236.59	\$200.00	(\$170.00)	\$266.59
Key Club	\$2,579.94	\$500.00	(\$750.00)	\$2,329.94
Legend Yearbook	\$15,127.83	\$32,000.00	(\$46,000.00)	\$1,127.83
Link Crew	\$202.32	\$400.00	(\$400.00)	\$202.32
LP Café	\$9,362.16	\$2,500.00	(\$4,000.00)	\$7,862.16
LP Environmental Club	\$1,076.32	\$1,200.00	(\$1,600.00)	\$676.32
LP Living Skills	\$385.79	\$250.00	(\$125.00)	\$510.79
MECha	\$336.84	\$0.00	\$0.00	\$336.84
Mock Trial	\$109.02	\$50.00	(\$100.00)	\$59.02
Native American Club	\$332.81	\$200.00	(\$300.00)	\$232.81
Robotics	\$13.78	\$0.00	(\$13.78)	\$0.00
Skills USA	\$820.68	\$1,200.00	(\$1,300.00)	\$720.68

Softball	\$9,207.27	\$12,000.00	(\$11,000.00)	\$10,207.27
Student Store	\$23,904.75	\$8,500.00	(\$13,000.00)	\$26,561.70
Track and Field (Boys and Girls)	\$2,757.87	\$3,000.00	(\$4,000.00)	\$1,757.87
Volleyball	\$4,043.31	\$3,000.00	(\$5,000.00)	\$2,043.31
Wrestling	\$2,491.62	\$5,000.00	(\$4,500.00)	\$2,991.62
TOTAL	\$189,317.63	\$223,800.00	(\$261,466.59)	\$159,119.40

19/20 Las Plumas High School ASB Fundraisers

Date	Event	Club	Advisor	Estimated Proceeds
Aug - Dec.	Ozark Sucker Sales	Diversified Occ	Younger	\$200.00
Aug - May	Water Sales	Diversified Occ	Younger	\$200.00
August	Propel Card Sales	Football	D. Frasier	\$1,000.00
Aug.-Nov.	Program Sales	Football	D. Frasier	\$500.00
Aug. - Nov.	Spirit Item Sales	Football	D. Frasier	\$300.00
Aug. - Nov.	Player Picture Sales	Football	D. Frasier	\$300.00
Nov. 17, 2019	Drive Thru BBQ	Football	D. Frasier	\$1,500.00
TBD	National Convention Dinner	FFA	Earley	\$7,000.00
9/27/19	Homecoming Dance	Class of 2020	Hopkins/Wilson	\$300.00
October	Candy Bar Sales	ASB II	Frazier	\$500.00
Fall	Snack Bar	Football	D. Frazier	\$4,000.00
Fall	Snack Bar	Volleyball	vonderMehden	\$2,000.00
Aug.	Cookie Dough Sales	Volleyball	vonderMehden	\$600.00
Fall	Spaghetti Dinner	Girls Basketball	A. Bruce	\$1,000.00
Sept. - Nov.	Tamale Sales	Girls Soccer	Gnesda	\$1,000.00
November	Egg Roll Sales	Asian Club	Hawj	\$400.00
December	Taco Bell Fundraiser	Class of 2022	Howard	\$200.00
December	Candy Bar Sales	Yearbook	Frazier	\$300.00
January	Prime Rib and Pasta	FFA	Earley	\$8,000.00
January	Free Throw Hoop A Thon	Girls Basketball	A. Bruce	\$1,000.00
Jan. - May	Staff Lunch Club	Diversified Occ	Younger	\$500.00
March and Nov.	See's Candy	FFA	Earley	\$1,000.00
March	Egg Roll Sales	Asian Club	Hawj	\$400.00
April	Cookie Dough Sales	FFA	Earley	\$1,000.00
Spring	Asian Banquet	Asian Club	Hawj	\$400.00
Spring	Sadie Hawkins Dance	Class of 2023	Dunn and Coates	\$400.00
10/8 and 3/12	Drive Thru BBQ	FFA	Earley	\$5,000.00
Winter	Wlnter Formal	ASB	Frazier	\$1,500.00
Winter	Snack Bar	Girls Basketball	A. Bruce	\$2,000.00
Winter	Snack Bar	Boys Basketball	Bowers	\$2,000.00
Winter	Donation Letter Campaign	Girls Soccer	Gnesda	\$700.00
Spring	Junior/Senior Prom	Class of 2021	Lankford/ DeMaggio	\$1,500.00
Spring	Yearbook Early Release Part	Yearbook	Frazier	\$300.00
On Going	Recycling	Environmental Club	Regnerus	\$300.00
On Going	Water Sales	Environmental Club	Regnerus	\$600.00
On Going	Hay Sales	FFA/Ag Mechanics	Earley	\$700.00
On Going	Flower of the Month	FFA	Earley	\$100.00
On Going	Dog Bath	FFA	Earley	\$500.00
On Going	Metal Art and Construction	FFA	Earley	\$500.00
On Going	Apparel Sale	Ag Leadership	Earley	\$500.00
On Going	Plant Sales	FFA	Earley	\$2,000.00
On Going	Banner/Ad Sales	Girls Basketball	A. Bruce	\$1,200.00
On Going	Catering	FCCLA	vonderMehden	\$500.00
On Going	Laser Etching and Cutting	Robotics	Andrew	\$500.00
On Going	Vinyl Banners and Stickers	Robotics	Andrew	\$300.00

On Going	Plasma Cutouts	SkillsUSA	Andrew	\$500.00
On Going	Business Ads	Yearbook	Frazier	\$2,000.00
On Going	Senior Ads	Yearbook	Frazier	\$2,000.00
On Going	Photo Booth	Yearbook	Frazier	\$300.00
On Going	Apparel and Spirit Items	ASB	Frazier	\$500.00
On Going	Senior Shirts	Class of 2020	Hopkins/Wilson	\$600.00
Major Holidays	Holiday Flowers	FFA	Earley	\$300.00
Holidays	Gram and Bake Sales	Native Am Club	Devine	\$200.00
			Estimated Total	\$61,100.00

OHS ASB PRELIMINARY Budget

Club	Advisor	Beginning Budget	Income	Expenditures	Balance
Academic Decathlon	Muntifering	13.67	300	(250)	63.67
Art Club	Murphy	2462.51	500	(1500)	1462.51
Asian Club	Yang	389.4	100	(300)	189.4
Associated Student Body	Castillo	7,780.25	16000	(12000)	11780.25
Astronomy		79.42	0		79.42
Block O	Schmautz/Anderson	1,396.87	2000	(1500)	1817.4
Catering Club	Smith	2,934.37	1500	(3500)	934.37
Chess Club	No club found				
Class of 2019		3,173.04	0	3173	0
Class of 2020		9515.47	3000	(100)	12415.47
Class of 2021	Hamman/Saeturn	727.4	300	0	525.77
Class of 2022	Adams	51.36	300	0	1027.4
Class of 2023	Diaz/Culver	150	1500		1650
CSF	Caratenuto	1,647.42	2000	(1500)	2147.42
Dance Club	Saeturn	0	300	(100)	200
Environmental Club	Brown	958.11	500	(800)	658.11
FCCLA	Smith	977.96	3000	(2000)	1977.96
Fellowship of Christian Students	Cuny-	54.63			
Friday Night Live	Muntifering	65.34	400	(300)	165.34
Interact Club	Cuny	156			
Key Club	J. Steinmann	1360.56	500	(700)	1150.54
Nugget	Johnson	12844.32	17000	22000	7844.32
Photo Club	Muntifering	-94	700	(300)	306
Physics Club	Felardo	909.99	0	0	909.99
Science Ambassadors	Hogan	1092.87	0	0	1092.87
Skills USA	Briggs	1899.87	1000	(1500)	399.87
Spirit Squad	Houghton	2,475.52	5000	5500	1975.52
Thirst Club-	Reid/Castillo-	0.00	300	(100)	200
Unity Day	Saeturn	290.98	400	300	390.98
Sports Clubs (Fundraiser)					

[illegible]

OHS Fundraisers 2019/2020

Month	Event	Club	Advisor	Estimated Proceeds
August	Cookie Sale/Football game	Volleyball	J. Steinmann	300
August	Welcome back grasm	class of 2022	Adams	100
August	Yankee Candle sales	Swimm	A. Tholinson	400
sept	Raffle/Football at the Falls	Baseball FR	Osborn	500- 1500
Sept	Coupon bks and taste tickets	Baseball FR	Osborn	500
Sept	raffle tics Feather Falls Casino	Spirit Squad	Houghton	400-1000
Sept	Hot dog/hamburger sales FFC	Spirit Squad	Houghton	1000
sept	Lemonade stand	FCCLA	Smith	100
Oct	Haloween grams	Art Club	Murphy	100
Oct	popcorn sales	FCCLA	Smith	400
All year	water	CSF	Caratenuto	300
All year	Water sales	CC	Saeturn	100



Oroville High School

MEMORANDUM

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

Date: 8/28/19

To: Corey Willenberg, Superintendent
Board Members

From: Oroville High School/ Cristi Tellechea, Principal

Re: Tong Fong Low Donations

Memo

Oroville High School requesting permission for acceptance of Tong Fong Low Gift Certificates. These certificates will be used for Appreciation at faculty meetings.

Oroville High School

1395 Bridge St.

Oroville, CA 95966

Phone: 530-538-2320

Fax: 530-534-6203

Mission Statement

Our mission at Oroville High School is to provide: A safe, engaging environment that promotes high academic achievement. Develops high personal and social responsibility encourages a cooperative effort of students, teachers, and parents.

FAMP Disposal Request

Site	FAMP#	Description	Reason	Already Disposed in FAMP
OAE	5072	Medical Equipment ECG Machine	obsolete	yes
OAE	5074	Medical EKG Machine	obsolete	yes
OHS	4830	Duke Convection Oven	Damaged	yes
CDS	7881	Computer	obsolete	yes
CDS	3782	Projector	obsolete	yes
Maintenance	7031	Computer Gateway	obsolete	yes
Maintenance	10916	Computer Dell	obsolete	yes
Maintenance	5997	Mower Toro	obsolete	yes
Transportation	1758	Trailer	obsolete	yes
Transportation	1772	Trailer	obsolete	yes
Transportation	4300	Computer, Gateway	obsolete	yes
Transportation	4308	Computer, Gateway	obsolete	yes
Transportation	4329	Camera, Sony	obsolete	yes
Transportation	4366	Computer, Gateway	obsolete	yes
Transportation	5060	Trailer	obsolete	yes
Transportation	5061	Trailer	obsolete	yes
Transportation	5062	Trailer	obsolete	yes
Transportation	5063	Trailer	obsolete	yes
Transportation	4306	Hub Switching 24 port	obsolete	yes
Transportation	4381	Computer, Gateway	obsolete	yes
Transportation	4484	Smoke Check 1667	obsolete	yes
Transportation	6081	Trailer	obsolete	yes
PHS	7466	Computer	obsolete	yes
PHS	7890	Dell Computer	obsolete	yes
PHS	10884	Dell Computer	obsolete	yes
PHS	10968	Dell Computer	obsolete	yes
PHS	7884	Dell Computer	obsolete	yes
PHS	7327	Dell Computer	obsolete	yes
OHS	3660	Dell Laptop	obsolete	yes
LPHS	10291	Computer Tablet	obsolete	yes
LPHS	5630	HP Laserjet Printer	obsolete	yes
LPHS	6713	Computer Apple	obsolete	yes
LPHS	6719	Computer Apple	obsolete	yes
LPHS	6720	Computer Apple	obsolete	yes
LPHS	6732	Computer Apple	obsolete	yes
LPHS	6869	Dell Computer	obsolete	yes
LPHS	7906	Dell Computer	obsolete	yes
LPHS	7915	Dell Computer	obsolete	yes
LPHS	6897	Dell Computer	obsolete	yes
LPHS	7922	Dell Computer	obsolete	yes
LPHS	6548	Gateway Computer	obsolete	yes
LPHS	6828	Apple Computer	obsolete	yes
LPHS	6895	Printer, Lase Jet	obsolete	yes
LPHS	6028	Hub Cisco Systems	obsolete	yes

Date Board Approved _____

FAMP Disposal Request

LPHS	5628	HP Printer Design Jet	obsolete	yes
LPHS	10289	Micro Surface Pro	obsolete	yes
LPHS	10308	Micro Surface Pro	obsolete	yes
LPHS	10309	Micro Surface Pro	obsolete	yes
LPHS	10310	Micro Surface Pro	obsolete	yes
LPHS	10311	Micro Surface Pro	obsolete	yes
LPHS	10312	Micro Surface Pro	obsolete	yes
LPHS	10313	Micro Surface Pro	obsolete	yes
LPHS	10314	Micro Surface Pro	obsolete	yes
LPHS	10315	Micro Surface Pro	obsolete	yes
LPHS	10316	Micro Surface Pro	obsolete	yes
LPHS	10317	Micro Surface Pro	obsolete	yes
LPHS	10320	Micro Surface Pro	obsolete	yes
LPHS	10321	Micro Surface Pro	obsolete	yes
LPHS	10322	Micro Surface Pro	obsolete	yes
LPHS	10323	Micro Surface Pro	obsolete	yes
LPHS	10324	Micro Surface Pro	obsolete	yes
LPHS	10325	Micro Surface Pro	obsolete	yes
LPHS	10326	Micro Surface Pro	obsolete	yes
LPHS	10327	Micro Surface Pro	obsolete	yes
LPHS	10328	Micro Surface Pro	obsolete	yes
LPHS	10339	Micro Surface Pro	obsolete	yes
LPHS	10330	Micro Surface Pro	obsolete	yes
LPHS	10273	Dell Computer Optiplex	obsolete	yes
LPHS	10276	Dell Computer Optiplex	obsolete	yes
LPHS	10625	Server	obsolete	yes
LPHS	5567	Dell Workstation	obsolete	yes
LPHS	10754	AppleIMAC	obsolete	yes
LPHS	6702	COMPUTER	obsolete	yes
LPHS	7923	DELL COMPUTER	obsolete	yes
LPHS	7627	DELL COMPUTER	obsolete	yes
LPHS	7733	DELL COMPUTER	obsolete	yes
LPHS	11097	LENOVO LAPTOP	obsolete	yes
LPHS	6775	Gateway Computer	obsolete	yes
LPHS	11414	SWITCH	obsolete	yes
LPHS	7611	DELL COMPUTER	obsolete	yes
LPHS	7920	DELL COMPUTER	obsolete	yes
LPHS	6963	DELL COMPUTER	obsolete	yes
LPHS	11481	Printer Airwolf	obsolete	yes
LPHS	11450	Controller	obsolete	yes
LPHS	5687	Server Compaq	obsolete	yes
DO	7905	DELL COMPUTER	obsolete	yes
DO	10994	DELL COMPUTER	obsolete	yes
DO	10995	DELL COMPUTER	obsolete	yes
DO	10996	DELL COMPUTER	obsolete	yes
DO	7046	DELL COMPUTER	obsolete	yes
DO	6148	SERVER HP	obsolete	yes

Date Board Approved _____

FAMP Disposal Request

DO	6087	SERVER HP	obsolete	yes
DO	10097	DELL COMPUTER	obsolete	yes
DO	5929	SERVER COMPAQ	obsolete	yes
DO	10915	DELL COMPUTER	obsolete	yes
DO	10813	DELL COMPUTER	obsolete	yes
DO	10745	DELL COMPUTER	obsolete	yes
DO	11128	COMPUTER HP	obsolete	yes
DO	7042	COMPUTER WITH MONITOR	obsolete	yes
DO	6074	SERVER HP	obsolete	yes
DO	4367	SERVER COMPAQ	obsolete	yes
DO	7916	SERVER	obsolete	yes
OHS	7662	DELL COMPUTER	obsolete	yes
OHS	7670	DELL COMPUTER	obsolete	yes
OHS	7262	DELL COMPUTER	obsolete	yes
OHS	1447	APPLE IMAC	obsolete	yes
OHS	1450	APPLE IMAC	obsolete	yes
OHS	1451	APPLE IMAC	obsolete	yes
OHS	3294	APPLE IMAC	obsolete	yes
OHS	3296	APPLE IMAC	obsolete	yes
OHS	3298	APPLE IMAC	obsolete	yes
OHS	3299	APPLE IMAC	obsolete	yes
OHS	7666	DELL COMPUTER	obsolete	yes
OHS	7552	DELL COMPUTER	obsolete	yes
OAE	7026	Server	obsolete	yes
OAE	4806	Server	obsolete	yes
OAE	4025	Motorola Radio	obsolete	yes
OAE	4976	Dell Laptop	obsolete	yes
OAE	7806	Apple Mac Book 15	obsolete	yes
OHS	7264	DELL COMPUTER	obsolete	yes
OHS	7682	DELL COMPUTER	obsolete	yes
OHS	7615	APPLE IPAD	obsolete	yes
OHS	7282	APPLE IMAC	obsolete	yes
OHS	3555	Computer Gateway	obsolete	yes
OHS	7620	IPAD	obsolete	yes
OHS	6100	Computer Gateway	obsolete	yes
OHS	N/A	Computer Apple	obsolete	yes
OHS	8062	Computer Gateway	obsolete	yes
OHS	6112	Computer Gateway	obsolete	yes
OHS	3627	APPLE IMAC	obsolete	yes
OHS	1610	HP LASERJET PRINTER	obsolete	yes
OHS	6312	Computer Gateway	obsolete	yes
OHS	7537	COMPUTER DELL	obsolete	yes
OHS	3755	Computer Gateway	obsolete	yes
OHS	6978	COMPUTER DELL	obsolete	yes
OHS	7254	COMPUTER DELL	obsolete	yes
OHS	7588	CISCO AIRONET	obsolete	yes
OHS	6471	SMARTBOARD	obsolete	yes

Date Board Approved _____

FAMP Disposal Request

OHS	7259	COMPUTER DELL	obsolete	yes

**Oroville Adult Education
Career and Technical Center**

Memo

To: OUHSD Board of Trustees
From: Jeff Ochs, Director of Alternative Education
Date: 9/5/19
Re: Adult Education Course approvals

Adult education courses are required to be approved by the local school board each year. Attached are the course lists that have already been approved by CDE.

California Department of Education

Date: August 23, 2018
To: Jeff Ochs
Oroville Union High School
District
CDS: 04-61515
From: Cliff Moss
Education Programs Consultant
Adult Education Office
916-327-6378
Subject: Course Approval for 2018-19



Your request for approval of the following 29 courses have been received, recorded, and approved for the 2018-19 school year.

Course Number	Course Name	Course Outline Developed/Updated	Job Market Study Year
2102	Basic English	2017	---
2402	Basic Mathematics	2017	---
2403	Algebra 1	2012	---
2816	Art Appreciation	2010	---
2803	Art History	2010	--
2701	Economics	2013	--
2131	English 10	2012	--
2132	English 11	2012	---
2133	English 12	2012	--
2130	English 9	2012	--
2400	General Mathematics	2013	--
2413	Geometry	2014	--
9972	Government	2014	--
2535	Health	2016	--
2425	Integrated Mathematics I	2016	---
2621	Life Science	2012	---

9999	Multi-subject High School Diploma Courses	2015	---
2702	Physical Geography	2011	---
2610	Physical Science	2015	---
9969	Test Preparation	2015	---
2709	United States History	2011	--
2711	World History: Survey	2012	---
4600	Accounting	2014	2018
4638	Business Communications	2015	2018
4622	Business Support and Services	2015	2018
9986	ESL MultiLevel	2016	---
4279	Nursing Service	2015	2017
4633	Computer Repair and Support	2018	2018
5809	First Responders Basic	2017	2017

You are authorized to claim apportionment for the above courses. It is recommended that you use these Course Titles with your suggested classes listed under them when communicating your program offerings to the public.

Course Outlines for all apportionment classes shall be on file and available for review at the adult school or the district office (5 CCR 10508).

To meet optimum educational standards, these course outlines should contain:

- Goals and purposes
- Performance objectives or competencies
- Instructional strategies
- Units of study, with approximate hours allotted for each unit
- Evaluation procedures
- Clear course completion requirements of established goals and objectives

From EC 1900; 41976; 52506; 52515; 52518; 52570.

For Vocational Education courses:

Before establishing a Vocational or Occupational Education Program, you must conduct a job market study in your market area and have it reviewed every two years to justify the vocational program. Refer to the Job Market Study in EC 52519; 52520 for more information.

California Department of Education

Date: August 05, 2019
To: Jeff Ochs
Oroville Union High School
District
CDS: 04-61515
From: Cliff Moss
Education Programs Consultant
Adult Education Office
916-327-6378
Subject: Course Approval for 2019-20



Your request for approval of the following 22 courses have been received, recorded, and approved for the 2019-20 school year.

Course Number	Course Name	Course Outline Developed/Updated	Job Market Study Year
2102	Basic English	2017	--
2402	Basic Mathematics	2017	--
2403	Algebra 1	2012	---
2803	Art History	2018	---
2701	Economics	2013	--
2131	English 10	2017	---
2132	English 11	2017	--
2133	English 12	2017	---
2130	English 9	2017	--
9972	Government	2014	---
2535	Health	2016	---
2425	Integrated Mathematics I	2016	---
2621	Life Science	2012	---
9999	Multi-subject High School Diploma Courses	2015	---
2702	Physical Geography	2011	---
2610	Physical Science	2015	---

9969	Test Preparation	2015	---
2709	United States History	2011	---
2711	World History: Survey	2012	---
9986	ESL MultiLevel	2016	---
4279	Nursing Service	2015	2018
5809	First Responders Basic	2017	2018

You are authorized to expend California Adult Education Program funds for the above courses. It is recommended that you use these Course Titles with additional supporting classes listed when communicating program offerings to the public.

Course Outlines for all apportionment classes shall be on file and available for review at the adult school or the district office (5 CCR 10508).

To meet optimum educational standards, these course outlines should contain:

- Goals and purposes
- Performance objectives or competencies
- Instructional strategies
- Units of study, with approximate hours allotted for each unit
- Evaluation procedures
- Clear course completion requirements of established goals and objectives

Career Technical Education: Before establishing a Career Technical Education or Occupational Education Program, a job market study of your region must be conducted and reviewed every two years to justify the need for the program being offered. Refer to the Job Market Study in EC 52519; 52520 for more information.

Education Codes: 1900; 41976; 52506; 52515; 52518; 52570.

For Vocational Education courses:

Before establishing a Vocational or Occupational Education Program, you must conduct a job market study in your market area and have it reviewed every two years to justify the vocational program. Refer to the Job Market Study in EC 52519; 52520 for more information.



To: Oroville Union High School Board of Trustees
From: Kevin Simas, Director of Education
Date: 9/9/19
Subject: Yearbook course outline and description update

Background Information: Since July 12, 2016, Las Plumas High School has offered the Yearbook class for A-G elective credit. Oroville High School received approval from UC A-G to offer Yearbook for Visual and Performing Arts credit on June 11, 2019. The credential of the Yearbook teacher at each school dictates the kind of credit that each school may offer. The course outline and the student handbook are being updated accordingly.

Financial Impact: N/A.

Recommendation: Approval

Oroville Union High School District
Course Description

Course Title: Yearbook

Aeries Course #: 607A (OHS)
936A (LPHS)

CBEDS #: 9244

Course Length: One Year

Type of Credit(s): VAPA (OHS), Elective (LPHS)

A-G Approved: Yes

Approval Date: June 11, 2019 (OHS), July 12, 2016 (LPHS)

Integrated
(Academic & CTE): No

2+2 Credit: No

Dual Enrollment: No

District
Certification: No

Prerequisite: 2.5 GPA, Teacher Recommendation and/or Application/Interview

Includes Hands-on
Lab Activities: No

Grade Level(s): 10-12

Primary
Textbook(s): None

Supplemental
Materials: None

Digital Resources: yearbookdiscoveries.com (Herff Jones)

Course Overview

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

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

Board Approval Date: _____

CREATING—Anchor Standard 1: Generate and conceptualize artistic ideas and work.

1.1 Enduring Understanding: Creativity and innovative thinking are essential life skills that can be developed. **Essential Questions:** What conditions, attitudes, and behaviors support creativity and innovative thinking? What factors prevent or encourage people to take creative risks? How does collaboration expand the creative process? **Process Component:** Imagine, Plan, Make

Prof.VA:Cr1.1	Acc.VA:Cr1.1	Adv.VA:Cr1.1
Use multiple approaches to begin creative endeavors.	Individually or collaboratively formulate new creative problems based on student's existing artwork .	Visualize and hypothesize to generate plans for ideas and directions for creating art and design that can affect social change.

CREATING—Anchor Standard 1: Generate and conceptualize artistic ideas and work.

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

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

Process Component: Imagine, Plan, Make

Prof.VA:Cr1.2	Acc.VA:Cr1.2	Adv.VA:Cr1.2
Shape an artistic investigation of an aspect of present day life using a contemporary practice of art or design .	Choose from a range of materials and methods of traditional and contemporary artistic practices to plan works of art and design .	Choose from a range of materials and methods of traditional and contemporary artistic practices , following or breaking established conventions, to plan the making of multiple works of art and design based on a theme, idea, or concept .

CREATING—Anchor Standard 2: Organize and develop artistic ideas and work.

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

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

Process Component: Investigate

Prof.VA:Cr2.1	Acc.VA:Cr2.1	Adv.VA:Cr2.1
Engage in making a work of art or design without having a preconceived plan.	Through experimentation, practice, and persistence, demonstrate acquisition of skills and knowledge in a chosen art form.	Experiment, plan, and make multiple works of art and design that explore a personally meaningful theme, idea, or concept .

CREATING—Anchor Standard 2: Organize and develop artistic ideas and work.

2.2 Enduring Understanding: Artists and designers balance experimentation and safety, freedom and responsibility while developing and creating artworks.

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

Process Component: Investigate

Prof.VA:Cr2.2	Acc.VA:Cr2.2	Adv.VA:Cr2.2
Explain how traditional and nontraditional materials may impact human health and the environment and demonstrate safe handling of materials , tools, and equipment.	Demonstrate awareness of ethical implications of making and distributing creative work.	Demonstrate understanding of the importance of balancing freedom and responsibility in the use of images, materials , tools, and equipment in the creation and circulation of creative work.

CREATING—Anchor Standard 2: Organize and develop artistic ideas and work.

2.3 Enduring Understanding: People create and interact with objects, places, and design that define, shape, enhance, and empower their lives.

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

Process Component: Investigate

Prof.VA:Cr2.3	Acc.VA:Cr2.3	Adv.VA:Cr2.3
Collaboratively develop a proposal for an installation, artwork , or space design that transforms the perception and experience of a particular place.	Redesign an object, system, place, or design in response to contemporary issues.	Demonstrate in works of art or design how visual and material culture defines, shapes, enhances, inhibits, and/or empowers people's lives.

CREATING—Anchor Standard 3: Refine and complete artistic work.

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

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

Process Component: Reflect, Refine, Revise

Prof.VA:Cr3	Acc.VA:Cr3	Adv.VA:Cr3
Apply relevant criteria from traditional and contemporary cultural contexts to examine, reflect on, and plan revisions for works of art and design in progress.	Engage in constructive critique with peers, then reflect on, reengage, revise, and refine works of art and design in response to personal artistic vision.	Reflect on, re-engage, revise, and refine works of art or design considering relevant traditional and contemporary criteria as well as personal artistic vision.

PRESENTING—Anchor Standard 4: Select, analyze, and interpret artistic work for presentation.
Enduring Understanding: Artists and other presenters consider various techniques, methods, venues, and criteria when analyzing, selecting, and curating objects artifacts, and artworks for preservation and presentation.

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

Process Component: Select, Analyze

Prof.VA:Pr4	Acc.VA:Pr4	Adv.VA:Pr4
Analyze, select, and curate artifacts and/or artworks for presentation and preservation .	Analyze, select, and critique personal artwork for a collection or portfolio presentation.	Critique , justify, and present choices in the process of analyzing, selecting, curating , and presenting artwork for a specific exhibit or event.

PRESENTING—Anchor Standard 5: Develop and refine artistic techniques and work for presentation.

Enduring Understanding: Artists, curators and others consider a variety of factors and methods including evolving technologies when preparing and refining artwork for display and or when deciding if and how to preserve and protect it. **Essential Questions:** What methods, processes and criteria are considered when preparing artwork for presentation, preservation, portfolio, or collection? How does assessing choices for presentation affect its meaning to the viewer? **Process Component:** Prepare

Prof.VA:Pr5	Acc.VA:Pr5	Adv.VA:Pr5
Analyze and evaluate the reasons and ways an exhibition is presented.	Evaluate, select, and apply methods or processes appropriate to display artwork in a specific place.	Investigate, compare, and contrast methods and processes for preserving , presenting, and protecting a variety of art works.

PRESENTING—Anchor Standard 6: Convey meaning through the presentation of artistic work.

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

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

Process Component: Present

Prof.VA:Pr6	Acc.VA:Pr6	Adv.VA:Pr6
Analyze and describe the impact that an exhibition or collection has on personal awareness of social, cultural, or political beliefs and understandings.	Make, explain, and justify connections between artists or artwork and social, cultural, and political history.	Curate a collection of objects, artifacts, or artwork to impact the viewer's understanding of social, cultural, and/or political experiences.

RESPONDING—Anchor Standard 7: Perceive and analyze artistic work

7.1 Enduring Understanding: Individual aesthetic and empathetic awareness developed through engagement with art can lead to understanding and appreciation of self, others, the natural world, and constructed environments. **Essential Questions:** How do life experiences influence the way you relate to art? How does learning about art impact how we perceive the world? What can we learn from our responses to art?

Process Component: Perceive

Prof.VA:Re7.1	Acc.VA:Re7.1	Adv.VA:Re7.1
Hypothesize ways in which art influences perception and understanding of human experiences.	Recognize and describe personal aesthetic and empathetic responses to the natural world and constructed environments .	Analyze how responses to art develop over time based on knowledge of and experience with art and life.

RESPONDING—Anchor Standard 7: Perceive and analyze artistic work.

7.2 Enduring Understanding: Visual imagery influences understanding of and responses to the world. **Essential Questions:** What is an image? Where and how do we encounter images in our world? How do images influence our views of the world?

Process Component: Perceive, Analyze

Prof.VA:Re7.2	Acc.VA:Re7.2	Adv.VA:Re7.2
Analyze how one's understanding of the world is affected by experiencing visual imagery .	Evaluate the effectiveness of an image or images to influence ideas, feelings, and behaviors of specific audiences.	Determine the commonalities within a group of artists or visual images attributed to a particular type of art , timeframe, or culture.

RESPONDING—Anchor Standard 8: Interpret intent and meaning in artistic work.

Enduring Understanding: People gain insights into meanings of artworks by engaging in the process of art criticism. **Essential Questions:** What is the value of engaging in the process of art criticism? How can the viewer "read" a work of art as text? How does knowing and using visual arts vocabularies help us understand and interpret works of art? **Process Component:** Interpret

Prof.VA:Re8	Acc.VA:Re8	Adv.VA:Re8
Interpret an artwork or collection of works, supported by relevant and sufficient evidence found in the work and its various contexts .	Identify types of contextual information useful in the process of constructing interpretations of an artwork or collection of works.	Analyze differing interpretations of an artwork or collection of works in order to select and defend a plausible critical analysis.

RESPONDING—Anchor Standard 9: Apply criteria to evaluate artistic work.

Enduring Understanding: People evaluate art based on various criteria.

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

Process Component: Evaluate

Prof.VA:Re9	Acc.VA:Re9	Adv.VA:Re9
Establish relevant criteria in order to evaluate a work of art or collection of works.	Determine the relevance of criteria used by others to evaluate a work of art or collection of works.	Construct evaluations of a work of art or collection of works based on differing sets of criteria .

CONNECTING—Anchor Standard 10: Synthesize and relate knowledge and personal experiences to make art. **Enduring Understanding:** Through artmaking, people make meaning by investigating and developing awareness of perceptions, knowledge, and experiences.

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

Process Component: Synthesize

Prof.VA:Cn10	Acc.VA:Cn10	Adv.VA:Cn10
Document the process of developing early stage ideas to fully elaborated ideas.	Utilize inquiry methods of observation, research, and experimentation to explore unfamiliar subjects through artmaking.	Synthesize knowledge of social, cultural, historical, and personal life with art-making approaches to create meaningful works of art or design .

CONNECTING—Anchor Standard 11: Relate artistic ideas and works with societal, cultural, and historical context to deepen understanding.

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

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

Process Component: Relate

Prof.VA:Cn11	Acc.VA:Cn11	Adv.VA:Cn11
Describe how knowledge of culture, traditions, and history may influence personal responses to art .	Compare uses of art in a variety of societal, cultural, and historical contexts and make connections to uses of art in contemporary, local and global contexts.	Assess the impact of an artist or a group of artists on the beliefs, values, and behaviors of a society.



Oroville High School
MEMORANDUM

GT

Date: 8/22/19

To: Corey Willenberg, Superintendent
Board Members

From: Oroville High School/ Cristi Tellechea, Principal
Re: Textbook Disposal/ Michael Buchanan

Board Memo

Oroville High School Social Science Department would like permission to dispose of the below listed textbooks to make room for new text books. These materials are from the previous textbook rotation and are not aligned to the current Common Core State Standards.

Government in America: People, Politics and Policy; 14th Edition; Pearson:
New York, 2009. ISBN-13: 978-0-13-715159-2 Quantiy: 68

Oroville High School

1395 Bridge St.

Oroville, CA 95966

Phone: 530-538-2320

Fax: 530-534-6203

Mission Statement

Our mission at Oroville High School is to provide: A safe, engaging environment that promotes high academic achievement. Develops high personal and social responsibility encourages a cooperative effort of students, teachers, and parents.

OROVILLE UNION HIGH SCHOOL DISTRICT
Transportation Agreement
7/01/2019 – 06/30/2020

THIS AGREEMENT, made and entered into this 19th day of September, 2019 by and between the OROVILLE CITY ELEMENTARY SCHOOL DISTRICT of Butte County, hereinafter referred to as "DISTRICT", and OROVILLE UNION HIGH SCHOOL DISTRICT, hereinafter referred to as "AGENCY".

WITNESSETH

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

1. **Scope of Agreement:** The Agency shall furnish, operate, and maintain a sufficient number of school buses for the transportation of home-to-school pupils and other persons at such times and places as may be specified by the DISTRICT to support a school start time of 8:10 a.m. and end time of 2:50 p.m.
2. **Term of Agreement:** The term of the agreement shall be for the period beginning July 1, 2019, ending June 30, 2020. It may be renewed thereafter as provided by law.
3. **Permits and Licenses:** The AGENCY, its employees, and its agents shall secure and maintain valid permits and licenses that are required by law for the execution of this contract.
4. **Insurance:** The Agency shall maintain insurance through the Butte Schools Self-funded Program. Such insurance shall have a minimum of combined single limit as specified by B.S.S.P.
 - Workers' Compensation Insurance shall be maintained as required by law as will protect the AGENCY from claims that may arise from operations under agreement.
5. **Hold Harmless:** The DISTRICT shall defend, hold harmless and indemnify AGENCY, its officers and employees from any and all claims for injuries and/or damages to person(s) and/or property, any other loss or cost, which arise out of the terms, conditions, covenants, promises, and responsibilities of this Agreement and which result from the negligent acts of omissions of the SCHOOL, its officers and/or employees.

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

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

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

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

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

14. Payment for Services: Payment for the basic home-to-school services shall be made in two (2) equal installments, one to be billed in December, and the other in May. Payment for other services shall be billed monthly.
The billing for transfer miles will be adjusted to actual miles at year end. A separate invoice or a reimbursement will be generated when actual miles differ from the estimated miles used in the calculation for the agreement.
Payment for all services will be due within 30 days

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 19th day of September, 2019.

Oroville Union High School District

BY: _____

Susan Watts

TITLE: Assistant Superintendent of Business

DATE: _____

Oroville City Elementary School District

BY: _____

Andrew James

TITLE: Assistant Superintendent of Business

DATE: _____

OROVILLE UNION HIGH SCHOOL DISTRICT

EXHIBIT "A"

COMPUTATION OF TRANSPORTATION COST FOR THE YEAR 2019 – 2020

Actual 2018–2019 total home-to-school transportation costs.	\$1,331,593
Expenses related to additions below	\$ <u>(78,669)</u>
General home-to-school transportation expenses	\$1,252,924
Usage formula based upon Mid-Placer Model**percent calculation	\$ 563,816
Intangible services cost 8%**	\$ <u>45,105</u>
Total general home-to-school transportation cost for 2019-2020	\$ 608,921
Additions:	
Estimated costs associated with transporting students attending a site outside of their attendance area. (See attached list)	\$ 76,182
Costs associated with the additions of one non-contract day (June 5)	\$ <u>2,487</u>
Total transportation cost allocated to Oroville City Elementary School District for 2019-2020	\$ <u>687,590</u>

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

<u>District</u>	<u>Miles</u>	<u>Percent</u>	<u>Minutes</u>	<u>Percent</u>	<u>X2</u>	<u>Average</u>
OUHSD	94,599	63%	1261	51%	102%	55%
OCESD	56,529	37%	1225	49%	98%	45%

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

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

OROVILE UNION HIGH SCHOOL DISTRICT

2019-2020 TRANSFER ROUTES

Route 202	Stanford to Wyandotte to Oakdale, return in P. M.
Route 209	Stanford to Central, return in P. M.
Route 204	Oakdale to Wyandotte to Stanford, return in P. M.
Route 211	Ophir to Wyandotte to Oakdale, return in P. M.
Route 214	Ophir to Stanford, A. M. only in August, A. M./ P. M. THEREAFTER
Route 215	Central to Ishi (Band), A. M. only

Transportation Agreement
7/01/2019 – 06/30/2020

THIS AGREEMENT, made and entered into this 19th day of September, 2019 by and between the OROVILLE UNION HIGH SCHOOL DISTRICT of Butte County, hereinafter referred to as “AGENCY”, and OROVILLE CITY ELEMENTARY SCHOOL DISTRICT, Hereinafter referred to as “DISTRICT”.

WITNESSETH

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

1. **Scope of Agreement:** The Agency shall furnish, operate, and maintain one passenger vehicle for the transportation of school students to Durham Unified School District. The AGENCY will transport one DISTRICT student from Oroville to Durham at such times and places as may be specified by the DISTRICT to support class time schedules for the extended school year program. New students will be added to the route only if space is available.
2. **Term of Agreement:** The term of the agreement shall be for the period beginning August 14, 2019, ending June 30, 2020. It may be renewed thereafter as provided by law.
3. **Permits and Licenses:** The AGENCY, its employees, and its agents shall secure and maintain valid permits and licenses that are required by law for the execution of this contract.
4. **Insurance:** The Agency shall maintain insurance through the Butte Schools Self-funded Program. Such insurance shall have a minimum of combined single limit as specified by B.S.S.P.
 - Workers’ Compensation Insurance shall be maintained as required by law as will protect the AGENCY from claims that may arise from operations under agreement.
5. **Hold Harmless:** The DISTRICT shall defend, hold harmless and indemnify AGENCY, its officers and employees from any and all claims for injuries and/or damages to person(s) and/or property, any other loss or cost, which arise out of the terms, conditions, covenants, promises, and responsibilities of this Agreement and which result from the negligent acts of omissions of the DISTRICT, its officers and/or employees.

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

covenants, promises, and responsibilities of the Agreement and which result from the negligent acts or omissions of AGENCY, its officers and/or employees. In the event of concurrent negligence of the DISTRICT, its officers and/or employees, and AGENCY, its officers and/or employees, then the liability for any and all claims out of the terms, conditions, covenants, promises and responsibilities of the Agreement shall be apportioned according to the California Theory of Comparative Negligence.

6. **Independent Contractor:** While engaged in carrying out and complying with the terms and condition of the Agreement the AGENCY is an independent contractor, and not an officer, agent, or employee of the DISTRICT.
7. **Termination of Contract:** If the AGENCY, at any time during the period of this Agreement fails to perform satisfactorily, or furnish safe and adequate equipment or personnel, or otherwise fails to comply with its terms, the DISTRICT may upon written notice, cancel the contract in its entirety or in part, and may procure services elsewhere.
8. **Forced Majeure:** The AGENCY and/or the DISTRICT shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by act of God, fire, strike, loss of transportation facilities, lockout, or commandeering of materials, products, plants, of facilities by the Government, when satisfactory evidence thereof is presented to the DISTRICT and/or the AGENCY.
 - For any day(s) the Agency is unable to provide service or the DISTRICT must close a School(s) for the reasons specified in the article, the District would not be responsible for payment.
9. **Pupil Discipline:** The District will support the AGENCY'S personnel in carrying out the discipline policy of the DISTRICT.
10. **Routing and Scheduling:** Prior to the start of any service under this Agreement, the DISTRICT and the AGENCY shall review the established routes and schedules. If, at any time during the term of this Agreement, it is determined that service may be improved by revisions to routing, scheduling, or bus assignment, the DISTRICT and the AGENCY shall plan and institute such changes jointly.
11. **Payment for Services:** Payment for the services shall be made upon completion of transportation period.
12. **Equipment Requirements:** All school district vehicles under this agreement shall be approved school vehicles, as defined by applicable statutory, administrative codes or policy.

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

Salary of Driver
Plus: Related Statutory Benefits
Equals: Total Driver Cost for Year
Plus: Vehicle Fuel/Maintenance/Insurance
The IRS approved business millage rate X miles/day
Equals: Total Driver and Vehicle Cost
Plus: Indirect Cost Rate
Equals: Total Cost Per Student

The charge to the DISTRICT will be calculated by allocation the cost per day in the ratio of students transported for the DISTRICT to the total number of students being transported for all DISTRICTS by the AGENCY on the route each month.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 19th day of September, 2019.

Oroville Union High School District

BY: _____

Susan Watts

TITLE: Assistant Superintendent of Business

DATE: _____

Oroville City Elementary School District

BY: _____

Andrew James

TITLE: Assistant Superintendent of Business

DATE: _____

**CONTRACT FOR SERVICES
E-rate Funding**

THIS AGREEMENT is made and entered into this 9th day of September 2019, in the County of Sacramento, State of California, by ATG and Oroville Union High School District hereinafter called the "District".

WITNESSETH:

WHEREAS, the District is pursuing E-Rate discounts to help fund the Technology Project(s)

WHEREAS, the District has determined that it has a need to enter into this Agreement with ATG for the E-rate application services described herein;

NOW THEREFORE, it is mutually agreed by the parties hereto, as follows:

Article 1: Contract with OROVILLE UNION HIGH SCHOOL DISTRICT : The District hereby contracts with ATG to perform the necessary E-rate application services as hereinafter set forth.

Article 2. ATG Services:

ATG hereby agrees to perform the following E-rate application services set forth to the satisfaction of the District and described in Attachment A:

Article 3. ATG 's Fee : The District shall pay ATG for the performance of E-rate application services for the following, but not limited to: Form 470 , and Form 471, and SLD follow-up questions and form 486 . The total sum for all services in this agreement is \$3,950 per application year. Billing will take in June of each application year. In addition to the annual fee, there is a one-time new client set up fee in the amount of \$650.00 that will be added to the first billing.

Article 4. Time of performance: The services called for under this agreement shall be provided by ATG during the period commencing on the date of the contract and ending upon completion of the project. The work covered by this contract will start in January of 2019 for the 2019/20 application year. This agreement is for \$3,950 per year.

Article 5. Employee Benefits, Hold Harmless: ATG is a corporation, therefore employee Benefits are not an element of this agreement. ATG agrees to indemnify and to hold free and harmless the District, its officers, agents, and employees from all loss, liability, damages, costs, or expenses that may or might at any time arise of be asserted against District, its officers,

E-rate Application Services Contract
agents and employees, arising by reason of, in the course of, or in connection with, the
performance of this Agreement.

Article 6. Worker's Compensation Insurance: ATG is a corporation, therefore there is no
need to provide or hold the District accountable for any items in the area of workers
compensation insurance.

Article 7. Confidentiality and Use of Information: ATG shall hold in trust for the District, and
shall not disclose to any person, any confidential information. The District shall keep
confidential information which is related to ATG's research, development, trade secrets and
business affairs, but does not include information which is generally known or easily
ascertainable by nonparties through available public documentation. ATG shall advise District
of any and all material used, or recommended for use by ATG to achieve the project goals, that
are subject to any copyright restrictions or requirements.

Article 8. Administrator of Agreement: This Agreement shall be administered on behalf of
the District. Any notice desired or required to be sent to a party hereunder shall be addressed
to:

For ATG: Attn: Russ Selken, 1731 Capri Drive, Yuba City, CA 95993

For Oroville Union High School District School District : Attn: Susan Watts

Article 9. Ownership of Work-Product: All products of work performed pursuant to this
Agreement will be the sole property of the District except ATG 's proprietary
information/products.

**Article 10. Information provided to Schools and Libraries Division (SLD), other parties,
procurement:** The District is solely responsible for the application information provided to the
SLD, any suits or legal action by the SLD or other parties as a result of this application process
is the responsibility of the District. Examples of this, but not limited to, may be related to
fraudulent information provided to the SLD during the application process. It is the District
responsibility to ensure District, SLD, and State procurement and bidding processes are
followed.

Article 11. Term: 1. Term. The initial term ("Term") of this agreement shall be one (1) year
commencing as of September 9, 2019, or upon execution (whichever is later), through June 30,
2020. Thereafter, the Term of this Agreement shall automatically renew for successive one (1)
year Term(s) unless one party provides written notice to the other party at least ninety (90) days
in advance of the end of the existing Term that it does not wish to renew the Term of this
Agreement.

Article 12. Status of ATG : It is agreed that District is interested only in the results obtained
from service hereunder and that ATG shall perform as an independent contract with sole
control of the manner and means of performing the services required under this Agreement.
ATG shall complete this Agreement according to its own methods of work which shall be in the

E-rate Application Services Contract

exclusive charge and control of ATG and which shall not be subject to control or supervision by the District except as to the results of the work. ATG is, for all purposes arising out of this Agreement, an independent contractor and ATG shall not be deemed an employee of the District for any purpose. It is expressly understood and agreed that ATG shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave, or other benefits.

Article 13. Arbitration Fees: If suit is brought by either party to this Agreement to enforce any of its terms, the resolution of these items will be done by arbitration, and the party that instigates the arbitration process will bear all arbitration fees. ATG's financial and other liability will be limited to the compensation given to it by the District. ATG will not be personal liable for any other compensation to the District.

Article 14. Alterations or Variance. No alterations to this Agreement or variance from the provisions hereof shall be valid unless made in writing and executed by both of the parties hereto.

Article 15. A.B. 1610: If ATG personnel are in contact with students on a more than limited or occasional basis as determined by the District, ATG agrees to provide the District with: written certification under penalty of perjury that all of its employees who may come in contact with students have been fingerprinted and had their criminal histories checked and that none of these employees have been convicted of a serious or violent felony. This contract may, at the District's discretion, be immediately terminated in the event ATG fails to comply with this law.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date hereinabove first written.

ATG
ATG Representative:

Signature: _____

Date: September 9, 2019

Oroville Union High School District:
District Representative:

Signature: _____

Date: September 9th 2019

**Oroville Union High School District
Attachment "A"
E-rate Application Scope of Work Definition**

The following describes the deliverables and the responsibilities for ATG and the District:

1. ATG will:

- o Complete FCC form 470s (District representative will need to sign)
- o Complete FCC form 471s (District representative will need to sign)
- o Respond to all PIA questions related to the posted Form 471
- o Coordinate with District in setting deadlines within the allowable timeframe of the program
- o Coordinate with District to advise on any back-up materials needed for the preparation and completion of the Form 471
- o Maintain back-up documentation to support requested funds on Form 471
- o Advise on structure of filing form 470s, 471s to ensure program compliance
- o Advise District regarding eligible services
- o Work with district to minimize their time involvement as much as possible for the form 470 and form 471 processes
- o Completely explain and educate District representative (s) the application process when requested
- o Advise District on documentation for E-rate processes
- o Complete form 486 and ensure receipt of funds
- o Advise District on any areas noticed by ATG that District needs to make adjustments in order to maintain compliance with E-rate program.

2. The District will:

- o Appoint a person responsible for interaction with ATG
- o Provide inventory required by FCC application to facilitate ATG completion of forms on Districts behalf
- o Provided NSLP or Free and/or Reduced Price Meal counts by school
- o Provide request information in electronic form
- o Provide District and school technology use plans, Cyberbullying education plan and internet filtering mechanism
- o Assist with troubleshooting problems on submitted Form 470/471 applications
- o Assist and Review RFP for posting to ensure they meet District guidelines and requirements
- o Maintain inventory information per SLD requirements (10 year term)
- o Select vendors that have provided quotes for 471
- o Review all contract dates, and be responsible for them as submitted to the SLD 471 applications.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE OROVILLE UNION HIGH SCHOOL DISTRICT
AND
THERMALITO UNION ELEMENTARY SCHOOL DISTRICT

Oroville Union High School District will provide access to the Thermalito Union Elementary District staff to Oroville Union High School students to be selected as counselors at Shady Creek Science Camp through the 2024-2025 school year.

In return, Oroville Union High School District requests that Thermalito Union Elementary District staff supervise those students during their time at Shady Creek. OUHSD students will be given credit for daily school attendance as a school activity.

For Thermalito Union Elementary:

Date:

For Oroville Union High School District:

Date:



To: Oroville Union High School Board of Trustees
From: Kevin Simas, Director of Education
Date: 9/9/19
Subject: 19-20 Service Agreement with Novak Educational Consulting

Background Information: OUHSD contracted with Novak Educational Consulting during the 19-20 school year for professional development on Universal Design for Learning and Educational Equity. These topics align with professional development needs outlined our Plan to Address Significant Disproportionality for students with disabilities and with our need to address disproportionality in OUHSD discipline and academic data.

Financial Impact: \$4,000 to be paid from federal professional development funds

Recommendation: Approval



This Agreement is made June 20, 2019, between **Novak Educational Consulting, Inc.** (hereinafter, the "Consultant") and **Oroville Union High School District** (hereinafter, the "Client").

Term: This agreement is for consulting work that will occur on **Friday, August 2, 2019.**

Scope of Work: The Consultant agrees to send Dr. Talisa Sullivan to deliver a full-day of professional development (up to 7 hours) on UDL on Friday, August 2, 2019.

Payment: The Client will compensate the Consultant a fee of **\$4000**, plus travel expenses (not to exceed \$750). Compensation will be payable to Consultant within 30 days after completion of work. All payments shall be made out to Novak Educational Consulting.

Insurance: The Consultant agrees to maintain Professional Liability and General Liability insurance, at its own expense, for the Term of this contract. Certificates of Insurance shall be provided to Client by Consultant upon request.

Force Majeure: In the event either party is unable to perform its obligations under the terms of this Agreement because of earthquake, flood, extraordinary weather conditions, acts of god, war, strike, fire, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence or intentional conduct or misconduct of the nonperforming party, and such party has exerted all reasonable efforts to avoid or remedy such force majeure, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes. Performance under this Agreement shall resume when the affected party or parties are able to perform substantially that party's duties.

Terminating the Contract: Either the Client or the Consultant may terminate this contract with 30 days' advance written notice.

Entire Agreement: The terms and provisions contained herein shall constitute the entire agreement between the parties with respect to the services to be provided by Consultant for Client. Any changes to this Agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

KEVIN SIMAS

Kevin Simas

✓ Signed Jul 18th, 2019

LINDIE JOHNSON

Lindie Johnson

✓ Signed Jun 20th, 2019



To: Oroville Union High School Board of Trustees
From: Kevin Simas, Director of Education
Date: 9/9/19
Subject: Service Agreement with Total Education Solutions for Speech Service

Background Information: OUHSD contracted with Total Education Solutions during the 18-19 school year. OUHSD posted the position but did not receive any applications. Our special education staff supported renewing the contract with Total Education Solutions for the 19-20 school year.

Financial Impact: Hourly rate of \$100.00 per hour per student for direct service.

Recommendation: Approval



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

2019-2020

Total Education Solutions
CONSULTING AND SERVICES AGREEMENT

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

RECITALS

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

AGREEMENT

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

1. COMMENCEMENT DATE AND TERM

This Agreement shall commence at 12:01 a.m. on July 1, 2019 (the "Commencement Date"), and shall continue until 11:59 p.m. on June 30, 2020 (the "Term").

2. SERVICES TO BE PROVIDED BY TES

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

3. ADDITIONAL SERVICES

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

4. CALENDAR

Services will not be provided by TES on Client holidays, Client breaks, or TES holidays. Client must provide a copy of the client's calendar to TES prior to the start of commencement of this Agreement and provide at least 10 business days' notice of other closures to avoid paying TES for missed sessions.

TES observes the following legal holidays: Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Cesar Chavez Day, and Memorial Day. If TES holidays do not coincide with Client holidays, make-up services will be offered to Client's student/patients.

5. RECORDS

TES agrees that all files, documents, records, and materials created by TES in the course of providing the Services during the Term of this Agreement, other than TES' internal and business documents, shall be the property of Client. TES agrees that upon expiration or termination of this Agreement for any reason, TES shall deliver such property of Client to Client, subject to Sections 11(c) and 12(e)(ii) below. Both during and after the Term of this Agreement, TES shall be permitted to inspect and/or duplicate, at its own expense, any individual student/patient file or record regarding the Program to the extent necessary to assure proper provision of Services, to meet professional responsibilities to students/patients, to assist in the defense of any claim or threatened claim against TES or TES Personnel, and for the resolution of billing disputes, provided that such inspection or duplication is permitted and conducted in accordance with then applicable legal requirements and then prevailing standards for the confidentiality of student/patient and/or patient records. TES Personnel shall not disclose pupil records to any unauthorized person or entity without the consent required by The Family Educational and Privacy Act (20 U.S.C. §1232g; 34 CFR Part 99) and any other applicable laws, unless the disclosure is otherwise permitted by law.

6. RESPONSIBILITIES OF CLIENT

- (a) Student/patient Records. During the term of this Agreement, Client shall provide TES with such Student/patient records, including, but not limited to Individualized Education Plans ("IEP") or Individual Family Service Plan ("IFSP"), as may be reasonably necessary for the proper provision of the Services. In accordance with Federal laws, special education services, such as those provided by TES, cannot be delivered to special education student/patient without IEP/IFSPs or written signed consent. TES must verify an IEP/IFSP prior to provision of Services to students/patients. For other students/patients, written or electronic request is required in order to provide non-IEP/IFSP services.
- (b) Notice of Meetings. Client shall provide TES with no less than ten (10) business days advance written notice of any and all meetings involving student/patient in the Program provided by TES such as IEP/IFSP meetings, etc. For purposes of this Agreement, the term "business days" shall not include Saturdays, Sundays, or holidays.
- (c) Compliance with Laws. During the Term of this Agreement, Client shall comply in all respects with all applicable federal and state statutes, laws, regulations, ordinances, and rules relating to its business in general and the provision of special education services in particular.
- (d) Compliance with TES Policies. During the Term of this Agreement, Client shall comply in all respects with TES policies and procedures relating to student/patient absences, difficulty contracting/serving students/patients, and service refusal.
- (e) Facilities. TES will provide Services to Client at Client's facility, TES Clinics, agreed upon public location or online, and Client shall provide a facility (including space, facilities, furniture and furnishings) reasonably necessary for TES to provide the Services. TES utilizes a web-based database to document services, including Student/patient attendance and progress notes. Client shall provide all TES employees assigned to serve Client's student/patient access to an on-site computer with connection to the Internet. The on-site computer does not need to be for the exclusive use of TES employees, and use of Client's computer(s) by TES employees will be solely for documentation purposes. There shall be no charge to TES to utilize Client owned, controlled, or leased sites or facilities and equipment arising from or related to the provision of Services. Additional Client sites or facilities may be added only if the parties have mutually agreed in writing.
- (f) Payment. Client shall compensate TES for the Services as provided in Section 9 below.

7. ADDITIONAL RESPONSIBILITIES OF TES

- (a) Qualifications, Credentials, Licenses. All TES Personnel will be qualified in all material respects to provide the Services they provide on behalf of TES hereunder. All instructors and therapists provided by TES under this Agreement will meet State of California requirements for providing the Services, such as holding an appropriate California credential, certification or license and/or TB test clearance appropriate for providing the requested service. Upon written request, TES shall provide Client with a list of all TES Personnel that will serve student/patient enrolled in the Program. Such a list will identify the credentials/licenses held by each of the TES Personnel. TES shall notify Client within forty-five (45) business days of any change of TES Personnel that are providing Services directly to student/patient under this Agreement. An officer of TES shall certify to Client that

TES Personnel providing instruction or therapy services hereunder are trained and accept responsibility as mandated child abuse reporters pursuant to California law, which certification shall accompany the list described in this Section 7(a).

- (b) Fingerprinting Requirements. TES shall conduct such criminal background checks of all TES Personnel through the Department of Justice ("DOJ") as required by applicable law and, upon receipt of DOJ clearance, certify to Client that no TES Personnel working with student/patient of Client have been convicted of a violent or serious felony (as defined by applicable law) or are the subject of a criminal action pending upon charges of commission of a violent or serious felony (as defined by applicable law). The list of TES Personnel described in Section 7(a) above shall identify those TES Personnel who have been so cleared by DOJ.
- (c) Commencement of Services. TES will contact student/patient and/or the student's/patient's parent or guardian if requested to do so by the Client, for the purpose of commencing services to such student/patient within ten (10) business days after written notification from the Client (in one of the manners permitted by Section 16(f) below, which include facsimile and electronic mail). TES shall have (5) business days following such notification to notify Client in writing if TES is unable to commence Services to a student/patient due to type of service requested or because the service requested is not otherwise consistent with the obligations of TES set forth in this Agreement.
- (d) Attendance Reporting. TES shall keep accurate records of Student/patient attendance and time spent by TES Personnel in providing Services to student/patient in the Program. Copies of such records will be provided to Client on a monthly basis with the invoices described in Section 9 below.
- (e) Service Logs. TES Personnel shall maintain auditable logs of Services provided. Such logs will be made available to Client, upon request, within five (5) business days. For purposes of this Agreement, the term "business days" shall not include Saturdays, Sundays or holidays. Should TES not be able to provide such requested Services, TES will notify Client in Writing, within ten (10) calendar days.
- (f) Program Monitoring. TES shall comply with Client's reasonable requests for periodic monitoring of student/patient progress. Client shall have access to observe student/patient in the instructional setting, to interview the TES Personnel providing instruction or therapy to Client's student/patients, and to review the progress of such student/patient, provided that TES shall be compensated (in accordance with Section 9) for all time spent by TES Personnel in such interview and review processes.
- (g) Progress Reports. For each student/patient assigned to the Program by Client, TES shall provide Client and the applicable Parent(s) with a written progress report which shall identify current levels of performance and suggested goals of such student/patient by agreed upon dates each school year.
- (h) Annual Reviews. For each student/patient assigned to the Program by Client, TES shall provide Client and the applicable parent(s) with a written progress report that shall identify current levels of performance and suggested goals of the student/patient at least five (5) business days prior mutually agreed upon dates such as scheduled IEP/IFSP meetings provided that TES has been given no less than ten (10) business days advance written notice of such IEP/IFSP meetings as required by Section 6(b) above.
- (i) Compliance with Laws. During the term of this Agreement, TES shall comply in all respects with all applicable federal and state statutes, laws, regulations, ordinances and rules relating to the provision of special education services.
- (j) Equal Treatment. TES and its employees shall not unlawfully discriminate against any person in the provision of services on account of disability, race, color, religion, ethnic origin, age, gender or sexual orientation.
- (k) Familiarity with student/patient Records. TES Personnel shall review and familiarize themselves with student/patient records such as IEP/IFSPs provided to TES pursuant to Section 6(a) above. TES Personnel shall review and become familiarized with documents provided to TES by Client or otherwise made available to TES relating to the individual needs of student/patient in the Program, including but not limited to evaluations, reports, observations, and family history.
- (l) TES Client Information. TES will provide access to specific client information through its online portal, TES TotalView, and hereby grants to Client a non-exclusive license while this Agreement is in effect for the sole and exclusive purpose of fulfilling its obligations to TES and allowing TES to fulfill its obligations under this Agreement. Client acknowledges and agrees that TES TotalView and its related services and information constitute the property of TES and TES Proprietary Information (as defined in Section 15(a) below) and that Client's use of the TES

TotalView is subject to Section 15(a) below. Without limiting the generality of the foregoing, Client agrees that (1) access to TES TotalView will be terminated upon the expiration or earlier termination of this Agreement, and (2) Client may not copy or reproduce the information found in TES TotalView, in whole or in part, without the prior written consent of TES (which TES may grant or deny in its sole and absolute discretion). Upon the expiration or termination of this Agreement, Client will cease any further use of TES TotalView except for the information required to be part of official school and pupil records under Federal and State regulations, as allowed by this Section.

8. CORPORATE INFORMATION/CONFLICTS OF INTEREST

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

9. COMPENSATION AND METHOD OF PAYMENT

- (a) Compensation. In consideration for the TES Services, Client shall compensate TES at the rates set forth on Appendix D, which rates shall be subject to adjustment as provided in Appendix D (the "Service Rates"). Compensation shall be payable by Client on a monthly basis as follows:
- (i) Within fifteen (15) business days of the last day of each month during the Term of this Agreement, TES shall submit an invoice to Client for Services provided during such month at the rates described in Appendix D, showing a credit to Client for the amount of the Prepayment for that month, and accompanied by true and complete copies of the attendance and time records described in Section 7(d) above. Each undisputed invoice so delivered shall be due and payable in full by Client within thirty (30) calendar days, subject to paragraph (ii) below.
 - (ii) If Client has a bona fide, good faith dispute with respect to whether a particular Service identified in a TES invoice hereunder was actually provided in accordance with the terms of this Agreement, Client shall give written notice to TES describing such dispute in reasonable detail within thirty (30) calendar days of the date of such invoice, accompanied by payment in full of all amounts shown on such invoice that are not the subject of the dispute(s) described on such notice. TES and Client shall use their best reasonable good faith efforts to resolve such dispute within the thirty (30) calendar day period following such notice, and Client will provide to TES all student/patient and other records relevant to the disputed charges. If such dispute cannot be resolved within such thirty (30) day period, either TES or Client may terminate this Agreement on not less than forty (40) business days written notice pursuant to Section 12(b) below, and either party, regardless of whether the Agreement is then terminated, shall have the right to submit the dispute to mediation and arbitration in accordance with Section 16(j) below. The failure of Client to notify TES as to any disputed invoice or portion thereof in writing within thirty days pursuant to this subsection shall be a stipulation by Client that the charges therein are accurate and a waiver of any objection to those charges.
 - (iii) For payments not received within thirty (30) calendar days as described in paragraph (i) above, Client shall pay a late charge of 3% interest on the outstanding balance, compounded monthly. Client also agrees to pay TES all costs incurred in collecting past due amounts, including actual attorney fees, court fees, and dispute resolution fees.
- (b) Time for which Compensation is Payable. TES shall be compensated accordance with Appendix D for all time spent by TES Personnel providing Services which consist of instruction or therapy to student/patient in the Program, completion of Progress Reports and Session Progress Notes, and consultation to Client, Client's staff and parents of Program student/patients, and also for time scheduled for such instruction or therapy by Client or the parents of a student/patient in the Program even if the student/patient is not in attendance, unless TES or the affected TES Personnel has been given no less than 24 hours advance notice that the student/patient will not attend or that the scheduled instruction or therapy has been cancelled.
- (c) Payment Address. Client will make all payments payable to: Total Education Solutions at 625 Fair Oaks Avenue, Suite 300, South Pasadena, CA 91030, Attn: Accounting Department.

10. INSURANCE

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

Part A. Statutory Limits
Part B. \$1,000,000/\$1,000,000/\$1,000,000 Employers' Liability
- (b) Insurance Obligations of Client. Client shall procure and maintain the following insurance while this Agreement is in effect:
- (i) General Liability Insurance General Liability Insurance, including Professional Liability coverage, Sexual/Physical Abuse and Molestation with coverage of not less than One Million Dollars (\$1,000,000) for any incident and Three Million Dollars (\$3,000,000) general aggregate per incident, and Four Million Dollars (\$4,000,000) excess liability policy for a maximum of Seven Million Dollars (\$7,000,000) per aggregate limit.
 - (ii) Workers' Compensation and Employers' Liability Workers' disability compensation insurance which insurance shall comply with all applicable legal requirements.

Part A. Statutory Limits
Part B. \$1,000,000/\$1,000,000/\$1,000,000 Employers' Liability

11. INDEMNIFICATION

- (a) Indemnification by TES. TES shall defend, indemnify, and hold harmless Client and its officers, directors, agents and employees from all liabilities and claims for damages for death, illness, or injury to persons or damage to property (including without limitation, consequential damages) resulting from the negligence or willful misconduct of TES or its agents, employees, or subcontractors in performing TES' obligations hereunder.
- (b) Indemnification by Client. Client shall defend, indemnify, and hold harmless TES and its officers, directors, agents, shareholders, and employees from all liabilities and claims for death, illness, or injury arising to persons or damage to property (including, without limitation, consequential damages) arising from Client's operation of its business and/or resulting from the negligence or willful misconduct of Client or its agents, employees, or subcontractors (other than TES).
- (c) Notice, Cooperation, and Opportunity to Defend. The party entitled to be indemnified under this Section 11 (the "Indemnified Party") shall promptly notify in writing the party required to provide indemnification under this Section 11 (the "Indemnifying Party") of any matter giving rise to an obligation to indemnify and the Indemnifying Party shall defend such claim at its expense with counsel reasonably acceptable to the Indemnified Party, provided that the Indemnifying Party may not settle any such claim without the consent of the Indemnified Party, which consent will not be unreasonably withheld, conditioned, or delayed. The Indemnified Party agrees to cooperate with the Indemnifying Party and to make reasonably available to the Indemnifying Party any records or documents

in the possession of the Indemnified Party that are relevant to or necessary to defend such claim. If the Indemnified Party desires to participate in the defense of a claim being defended by the Indemnifying Party, it may do so at its sole cost and expense, provided that the Indemnifying Party shall retain control over such defense. In the event the Indemnifying Party does not defend and resolve such claim, the Indemnified Party may do so without the indemnifying Party's participation, in which case the Indemnifying Party shall pay the expenses of such defense and any settlement, award, or judgment arising therefrom, and the Indemnified Party may settle or compromise such claim without the Indemnifying Party's consent. The failure of any Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that the Indemnifying Party is actually prejudiced by such failure to give notice.

- (d) Without in any way limiting the foregoing, each party shall bear responsibility for receiving, replying to, and/or complying with any audit exceptions or compliance investigations made by any state or federal agencies that are the result of the acts, omissions or conduct of such party or its respective employees or agents.
- (e) The provisions of this Section 11 shall expressly survive the expiration or termination for any reason of this Agreement.

12. TERMINATION

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

13. INDEPENDENT CONTRACTORS

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

14. NO HIRE AGREEMENT

(a) No Hiring by Client.

- (i) Client recognizes that each of the TES Personnel are unique and valuable resources of TES who have been trained by TES, that the Services to be provided hereunder are feasible only if TES Personnel have access to and interaction with Client and its agents and representatives under the terms of this Agreement, and that, but for this Agreement, Client would not have access to TES' employees. Client further acknowledges that TES Personnel have certain legal obligations, arising in contract and otherwise, to TES, which include obligations not to accept positions with TES' clients without the prior written consent of TES, not to solicit any TES client for employment or a competing business, or otherwise take any action to interfere with the relationship between TES and its clients. Accordingly, Client agrees that during the No Hire Period, neither Client nor any person who serves as an officer, director, employee, or agent of Client at any time during the term of this Agreement ("Client-Affiliated Person") shall, without the prior written consent of TES (which TES may grant or deny in its sole and absolute discretion), hire, employ, or contract with any TES Personnel or any other person(s) employed by TES at any time during the six (6) months immediately preceding such hiring, employment, or contracting, or directly recruit or solicit any such person(s) to become employed by or to contract with Client or any other person or entity, unless Client pays to TES a Recruiting Fee (as defined in Section 14(b)(ii) below) for each such person Client or any Client-Affiliated Person hires, employs, or contracts with, or agrees to hire, employ, or contract with during the No Hire Period (herein, a "Hired TES Worker").
- (ii) The Recruiting Fee for each Hired TES Worker will be the greater of (A) ten-thousand dollars (\$10,000.00), (B) 10% of the Hired TES Worker's annual salary at the time of termination of his or her employment or contract with TES, or (C) 10% of the total compensation paid by TES to the Hired TES Worker during the twelve (12) months immediately preceding termination of his or her employment or contract with TES. The Recruiting Fee shall be additional compensation due to TES under Section 9 herein, shall be invoiced to Client in accordance with Section 9, and shall be due and payable in full within ten (10) calendar days, notwithstanding the provisions of Section 9(a)(ii) and subject to the provisions for the payment of interest and collection costs in Section 9(a)(iii). TES shall be entitled to apply all payments received from Client to any unpaid Recruiting Fee prior to any other item of Compensation due to TES under Section 9 herein. The parties agree that the damages TES would suffer as a result of Client's or a Client-Affiliated Person's hiring, employment, or contracting with any Hired TES Worker would be difficult or impossible to quantify and that the Recruiting Fee constitutes a reasonable, good-faith estimate of those damages based on all information known and discoverable by the parties as of the date hereof. In the event Client challenges the enforceability of the Recruiting Fee and the Recruiting Fee is held to be unenforceable by a court or arbitrator, generally or with respect to a specific Hired TES Worker, TES shall be entitled to any and all damages or other relief provided in law or in equity, including attorney fees and costs.

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

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

- (d) Survival. The obligations of the parties under this Section 14 shall expressly survive the expiration or termination for any reason of this Agreement.

15. CONFIDENTIALITY

- (a) TES Proprietary Information. Client acknowledges and agrees that TES owns all rights, titles and interests in and to the TES materials and TES systems used in the performance of the Services hereunder, including, without limitation, all trade secrets, policies, procedures, know how, protocols, policies, operating manuals specifications, software, forms, education materials, financial information, as well as additions and modifications thereto developed and/or used by TES in the furtherance of TES operations and in performance of TES' obligations under this Agreement (collectively the "TES Proprietary Information"). Client shall maintain the confidentiality of all such TES Proprietary Information and shall not divulge such information to any third parties both during the term of this Agreement and after its termination except (i) as may be necessary for the discharge of its obligations under this Agreement, and (ii) as required by law. Client shall take reasonable precautions against disclosure of any TES Proprietary Information to unauthorized persons by any of its officers, directors, employees or agents. Client shall not directly or indirectly, without the express prior written permission of TES, use the TES Proprietary Information for any purpose except to the limited extent necessary for the provision of Services under this Agreement. Upon termination of this Agreement for any reason, Client shall cease all use of TES Proprietary Information and shall return to TES all manifestations and copies thereof in Client's possession or control except to the extent Client is allowed continued use of completed forms as set forth in Section 7(i).
- (b) Client Proprietary Information. TES acknowledges and agrees that in the course of performance of its obligations under this Agreement, TES will have access to certain information proprietary to Client, which may include but is not limited to trade secrets, policies, procedures, operating manuals, specifications, software, business or strategic plans, budgets, salary information, contractual arrangements or negotiations, financial information, and employee information (collectively, the "Client Proprietary Information"). All of such Client Proprietary Information shall be and remain the property of Client at all times, and TES shall have no right, title or interest therein. TES shall maintain the confidentiality of all Client Proprietary Information and shall not divulge such information to any third parties, except (i) as may be necessary for the discharge of its obligations under this Agreement and (ii) as required by law. TES shall take reasonable precautions against disclosure of any Client Proprietary Information to unauthorized persons by any of its officers, directors, employees or agents. Upon termination of this Agreement for any reason, TES shall cease all use Client Proprietary Information and shall return to Client all manifestations and copies thereof in TES' possession or control except to the extent that the information is retained for TES' internal and business records.
- (c) Equitable Relief and Indemnification. Each of the parties acknowledges and agrees that due to the unique nature of its proprietary information there can be no adequate remedy of law for any breach of its obligations hereunder, and that any such breach may allow the breaching party or third parties to unfairly compete with the non-breaching party resulting in irreparable harm to the non-breaching party that cannot be adequately compensated. Therefore, upon any such breach or any threat thereof, the non-breaching party shall be entitled to temporary, preliminary, and permanent injunctive relief in addition to whatever other remedies it might have at law and equity and to be indemnified by the breaching party from any loss or harm, including without limitation, actual attorney fees, in connection with any breach or enforcement of the breaching party's obligations hereunder or the unauthorized use or release of any such proprietary information. Each party will notify the other party in writing immediately upon the occurrence of any unauthorized release or other breach of which it is aware.
- (d) Exceptions. Notwithstanding anything else in this Agreement, claims for monies, due, claims for services rendered, claims for injunctive relief as provided for in Section 15(c) above, and/or claims for grant or financial assistance reimbursement due may, at either party's option, be brought separately and immediately in a court of competent jurisdiction or pursued through mediation as set forth below. In the event that a party pursues claims for monies due in court, all other disputes herein shall be subject to good faith mediation.
- (e) Survival. The obligations of the parties under this Section 15 shall expressly survive the expiration or termination for any reason of this Agreement.

16. MISCELLANEOUS

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

If to TES: Total Education Solutions
625 Fair Oaks Avenue, Suite 300
South Pasadena, CA. 91030
Attention: Lorette Shea, Director
Phone: 916-564-5010 or Facsimile: 916-564-5260
E-mail: lshea@tesidea.com

If to Client:

Oroville Union High School
Address: 2211 Washington Avenue
Attention: Dr. Corey Willenberg, Superintendent
Phone 530 538-2300
Email: cwillenb@ouhsd.org

- (g) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to choice of law provisions.
- (h) Waiver, Amendment. No waiver, amendment, or modification of this Agreement shall be effective unless the waiver, amendment, or modification is in writing and signed by the party against whom the waiver, amendment, or modification is to be enforced. Any waiver of any provision of this Agreement shall only be effective for the specific instance and circumstance for which the waiver is given, and the waiver shall not affect the continuing enforceability of that provision in any other instance or circumstance.

(i) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will nevertheless continue in full force and effect, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.

(j) Dispute Resolution.

(i) If any dispute, controversy, or claim arises out of or relates to this Agreement, or the breach, termination or validity thereof, the parties agree first to try in good faith to settle the dispute by mediation. If the parties are unsuccessful in their attempt to mediate the dispute, then such disputes will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of JAMS/Endispute. Arbitration shall take place in Los Angeles, California. The parties shall have full rights of discovery in any such arbitration, as set forth in the California Code of Civil Procedure, including section 1283.05 thereof.

(ii) The parties further expressly agree that if a dispute arises regarding the applicability of arbitration under this clause, then the issue of whether this dispute is subject to arbitration will also be decided by arbitration in accordance with the Commercial Arbitration Rules of JAMS/Endispute, in Los Angeles, California.

(iii) The prevailing party in any arbitration arising out of this Agreement shall be entitled to recover reasonable attorney fees and costs.

(iv) The award of the arbitrator(s) shall be final and binding, and judgment upon the award may be entered in any court of competent jurisdiction. The prevailing party shall be entitled to recovery of reasonable attorney fees and costs in any court proceeding relating to this Agreement or the enforcement or collection of any award or judgment rendered under this Agreement.

(v) Notwithstanding this arbitration agreement, either party may seek and/or obtain injunctive relief (or any other provisional remedy) from any court having jurisdiction over the parties and the subject matter of the dispute (without reference to this arbitration agreement), and nothing in this Agreement shall be deemed or construed as preventing the same. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and reasonable attorney fees.

(k) Further Assurances. The parties shall take such actions and execute and deliver such further documentation as may reasonably be required in order to give effect to the transactions contemplated by this Agreement.

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

Total Education Solutions (TES)

Signature: Lorette B. Shea
Lorette B. Shea, MS, CCC-SLP, Director

Date: 8/16/19

Oroville Union High School District (Client)

Legal Signature: Kevin Simas
Kevin Simas Title: Director of Education

Appendix A
TES Contract Information

Contract Information

TES Main Contact:	<u>Lorette Shea, MS, CCC-SLP</u> <small>Full name as it should appear on contract</small>	
Mailing Address:	<u>1337 Howe Avenue, #107</u>	<u>107</u>
	<small>Street Address</small>	<small>Suite #</small>
	<u>Sacramento</u>	<u>CA</u>
	<small>City</small>	<small>State</small>
Legal Signer:	<u>Lorette Shea, MS, CCC-SLP</u>	<u>Director</u>
Main Contact:		<u>Title:</u>
Phone Number:	<u>916-564-5010</u>	<u>Email:</u>

Accounting/Payment Information

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

TES Corporate Office Information

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

Appendix B

School Contract Information

Services to be provided at the following (mark all that apply): ☐ School Site ☐ Online ☐ TES Clinic ☐ Other

Contract Information

Legal Name/DBA:

Full name as it should appear on contract

Address:

Street Address

Rocklin

City

CA

State

Suite #

ZIP Code

Legal Signer:

Title:

Main Contact:

Title:

Phone Number:

Invoice/Billing Information

Invoice:

Select preferred invoice delivery method:

Mail

Email

Both

Attention:

Address:

Street Address

City

State

Suite #

ZIP Code

Email Address:

Phone Number:

School Site(s) Information

School Site Name:

Full name as it should appear on contract

Address:

Street Address

City

State

Suite #

ZIP Code

Main Contact:

Title:

Phone Number:

Email:

School Site Name:

Full name as it should appear on contract

Address:

Street Address

City

State

Suite #

ZIP Code

Main Contact:

Title:

Phone Number:

Email:

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

Address: _____
Street Address *Suite #*

City *State* *ZIP Code*

Main Contact: _____ **Title:** _____

Phone Number: _____ **Email:** _____

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

Address: _____
Street Address *Suite #*

City *State* *ZIP Code*

Main Contact: _____ **Title:** _____

Phone Number: _____ **Email:** _____

Appendix C

Services

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

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

- Individual, small group services
- Service delivery model based on IEP/IFSP goals.

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

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

Service Location and Delivery Mode

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

- XI. School Site –in a space designated by the school and conducive to the service being requested. See Section 6.(e) above.
- XII. TES Clinic Location – services can be held at the TES Clinic sites upon request.
- XIII. Community Location –services can be held at an agreed upon community location.
- XIV. Online – services can be held online using our HIPAA and FERPA compliant portal. Clients can attend session in their own home or at the school site. If the client is a minor, a responsible adult must be present throughout the online session and available for technical and therapeutic/academic support. Additional training and documentation are necessary to allow for successful implementation of this service delivery mode.
- XV. Blended Service Delivery Model: clients may choose to utilize a blended program in which services are provided both online and in person. Additional fees may apply.

Special Education Services shall also include Specialized Academic Instruction Program, Special Day Class Programs and Designated Instructional Services ("DIS") as necessary, in the reasonable judgment of TES, to meet student/patient needs and legal requirements; provided that if TES, in its reasonable judgment, believes that any student/patient(s) may require such services or other similar services which, in quantity or scope, are beyond the levels of service which are contemplated hereunder or are otherwise cost prohibitive in light of the rates set forth in Appendix D (collectively, "Extraordinary Services"), TES shall identify such student(s)/patient(s) to Client in writing, and Client and TES shall, within fifteen (15) business days of such notice, meet and negotiate in good faith regarding additional compensation to TES for such Extraordinary Services.

Appendix D

Rate Schedule for Oroville Union High School District

Services	Individual per hour	Group: per student per hour
Adapted Physical Education		
Direct Services	100.00	54.00
Assessment	100.00	
Assistive Technology		
Assessment	100.00	
Behavior		
Direct Services - BCBA	100.00	
Direct Services - BID	65.00	
Direct Services - BII	51.00	30.00
Assessment - FBA	65.00	
Counseling		
Direct Services – PPS	100.00	54.00
Language and Speech Therapy		
Direct Services	100.00	54.00
Assessment	100.00	
Assessment - AAC	100.00	
Nursing		
Assessment – Health <i>2-hour minimum</i>	100.00	
Occupational Therapy		
Direct Services	100.00	54.00
Assessment	100.00	
Physical Therapy		
Direct Services	100.00	54.00
Assessment	100.00	
School Psychology		
Direct Services	135.00	
ERICS	135.00	
Assessment – Psycho-Educational	135.00	
Specialized Academic Instruction		
Direct Services – RST	75.00	

Assessment – Academic	75.00	
Instructional Aide	45.00	
Special Education Program Oversight	75.00	
Special Education Aide	45.00	22.00
Tutor	45.00	22.00

Administrative Time – <i>scheduling with families, sending meeting invites, transferring student information to digital format</i>	Hourly rate
Direct Services	Hourly rate
E-Helper	Special Education Aide rate
Online No-Show	Half of the scheduled time at the hourly rate
Online Orientation – <i>technology check and tutorial</i>	Hourly rate

Additional Fees		
Service	Description	Fee
Administrative Time	Documentation, session prep, and email	Hourly Rate
Assessment – Rush	For assessments within 21 calendar days, an additional 3 hours charged	
Breaks	CA mandated breaks will be billed to school site for providers or assessors on site for more than 2 hours per day	
Consultation	Collaboration with school, parent and/or IEP team, conferences	
Drive Time	Requires advanced written agreement by both parties	
IEP Development/Attendance	Caseload setup, IEP review, progress reports, case management	
Interpretation/Translation	Call for rate	
No Show	Cancellations made within 24 hours of scheduled service, assessment or meeting	
On Call	Provider to charge hourly rate for time requested	
Professional Development	Call for proposal	
Program Planning	Lesson and session planning	
Single Service	An additional 20 minutes of administrative time per session will be added for <u>single</u> services at a school site	Half of the scheduled time
Unforeseen School Closure	Power outage, natural disaster, extreme weather, school closure, etc. without 24-hour notice	



To: Oroville Union High School Board of Trustees

From: Kevin Simas, Director of Education

Date: 9/9/19

Subject: Service Agreement with New Frontier 21 Consulting, LLC for Professional Development in July, 2020

Background Information: OUHSD has contracted with New Frontier 21 Consulting, LLC for Professional Development on July 30 and July 31, 2020. The presenter will be Dr. Anthony Muhammad, a nationally recognized presenter on equity in education and professional learning communities. Dr. Muhammad has been requested by teachers and site administration and the professional development will align with OUHSD efforts to improve our discipline and academic data on the California Dashboard and the Disproportionality accountability systems.

Financial Impact: Two days at \$7,500 per day (total \$15,000) to be paid from federal professional development funds..

Recommendation: Approval



New Frontier 21 Consulting, LLC

Professional Services Agreement

This contract, entered into this 12th day of August, 2019 between **New Frontier 21 Consulting, LLC** and **Orville Union High School District** (Hosting Agency) for the services of Dr. Anthony Muhammad. New Frontier 21 will commence performance on the day of July 30, 2020 and shall complete performance as agreed upon between New Frontier 21 Consulting, LLC and the Hosting Agency by the 31st day of July, 2020.

Relationship

This contract shall not be interpreted or construed as creating or establishing the relationship of employer and employee between New Frontier 21, LLC and the Hosting Agency.

Taxes

New Frontier, LLC assumes sole responsibility for paying both state and federal taxes for payments received from the hosting agency.

Group Health, Life Insurance, Worker's Compensation and Unemployment Insurance

The hosting agency is in no way responsible for providing group health and life insurance, worker's compensation, or unemployment insurance for any employee of New Frontier 21 Consulting, LLC.

Ownership of and Rights to Use Copyrighted Materials

New Frontier Consulting, LLC is the owner of all copyrighted materials and the use of such materials outside of the scope of work identified in this contract is prohibited. If the hosting agency desires to use copyrighted material outside of the scope of work identified within this contract, the hosting agency must receive written approval from New Frontier 21, LLC.

New Frontier 21, LLC's Scope of Services

New Frontier 21, LLC agrees to provide services for a fee of \$15,000 (\$7,500 per day including travel expenses)

- Present two day(s) of professional development
- Provide electronic copies of all materials being used for presentation to hosting agency prior to date of professional development

Hosting Agency's Scope of Services

The hosting agency agrees to provide:

- Copies of all relevant handout material for participants
- Provide adequate meeting space
- Provide adequate audio/visual equipment

Professional Services Fee Payment

The hosting agency agrees to make payment of professional services fee to New Frontier 21, LLC within Thirty (30) days of the date of service delivery identified within this contract.

Termination of Agreement

New Frontier 21, LLC and the hosting agency reserve the right to terminate this contract with thirty days written notice.

If you agree to the conditions of this contract and are satisfied with the scope of work identified, New Frontier 21, LLC requests that an authorized agent sign below and return to New Frontier 21, LLC, 6030 Orchard Woods Drive, West Bloomfield, Michigan 48324 or you can fax a signed copy to (248) 366-4746, or emailed to amuhamunad@newfrontier21.com. One(1) of the signed originals will be returned to you after being signed by an agent of New Frontier 21, LLC.

New Frontier 21, LLC

Anthony S. Muhammad 8/26/19
Signature Date

CEO

Printed Title

Anthony S. Muhammad
Printed Name

20-4899125
Employee Identification Number

Hosting Agency

Kevin Simas 8/19/19
Signature Date

Director of Education
Printed Title

Kevin Simas
Printed Name

VOID IF EXECUTED AFTER: October 31, 2019
CUSTOMER: Oroville Unified High School District

Blackboard

This Blackboard Order Form ("Order Form") by and between **Blackboard Inc.** ("Blackboard") and **Oroville Unified High School District** ("Customer") details the terms of Customer's use of the products and services set forth below ("Product and Pricing Summary"). This Order Form, together with the Blackboard Master Agreement located at <http://agreements.blackboard.com/bbinc/blackboard-new-master-agreement-all-products.aspx> and incorporated by this reference, form the entire agreement between the parties in respect of the products and services set forth in the Product and Pricing Summary.

Notwithstanding anything to the contrary in any purchase order or other document provided by Customer, any product or service provided by Blackboard to Customer in connection with a purchase order related to this Order Form is conditioned upon Customer's acceptance of this Order Form and the Blackboard Master Agreement. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the Agreement on behalf of Customer or Blackboard, as applicable.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Software & Services Product and Pricing Summary

Qty	Product Code	Product or Service	Initial Term Period #1 Effective Dates	Initial Term Period #1 (USD)	Initial Term Period #2 01- Nov-2020 -- 31- Oct-2021 (USD)	Initial Term Period #3 01- Nov-2021 -- 31- Oct-2022 (USD)
2280	BC-STND-K2NA	CONNECT SERVICE	01-Nov-2019 - 31-Oct-2020	\$8,208.00	\$3,420.00	\$3,420.00
			Total	\$8,208.00	\$3,420.00	\$3,420.00

B. Terms

- The Initial Term of this Order Form shall be as specified in the Product and Services Pricing Summary above.
- Unless otherwise specified in the Product or Service Description above, this Order Form shall be renewed automatically for successive periods of one (1) year (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Customer provides Blackboard, or Blackboard provides Customer, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
- Effective Date: November 01, 2019

C. Payment Terms

1. All initial and subsequent payments shall be due Net 30. Unless otherwise stated, all prices are in United States currency.
2. Sales Tax: If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

In Process

First Reading of BP's and AR's

Media Relations (BP 1112)

(BP revised) Policy updated to expand the section on "Crisis Communications Plan" to apply to natural disasters, involve district technology personnel in the development of the plan, and expand the contents of the plan. Policy also updated to encourage the establishment of priorities and key messages for proactive communications with the media, clarify that media representatives can be required to register before coming on campus only if the district has adopted a policy requiring all visitors to register, and clarify that the only student directory information that may be released to the media is that information designated by the district in AR 5125.1 - Release of Directory Information.

Access to District Records (AR 1340)

(AR revised) Regulation updated to revise section on "Public Records" to delete legal cite which was repealed pursuant to NEW LAW (AB 716) and to include any district or school plan, unless otherwise prohibited by law, as a public record to which members of the public have access. Regulation also updated to reflect the prohibition against disclosing an individual's citizenship or immigration status or religious beliefs, practices, or affiliation to federal government authorities.

Transportation Safety and Emergencies (AR 3543)

(AR revised) Regulation updated to reflect NEW LAW (AB 1798) which requires that all school buses be equipped with passenger restraint systems by July 1, 2035. Regulation also reflects NEW LAW (AB 1840) which delays until March 1, 2019 the requirement that each school bus and student activity bus be equipped with a child safety alert system, and allows for a possible six-month extension for districts with an average daily attendance of 4,000 or less under specified conditions. Regulation adds the conditions under which a student activity bus is exempt from the requirement to install a child safety alert system.

Food Service Operations/Cafeteria Fund (BP/AR 3551)

(BP/AR revised) Policy updated to reflect NEW FEDERAL REGULATION (84 Fed. Reg. 8247) and updated California Department of Education (CDE) guidance giving districts with an average daily attendance of less than 2,500 greater flexibility in the hiring of food service directors. Policy also consolidates material on nondiscrimination toward students who have unpaid meal fees and those who participate in the free and reduced-price meal program. Regulation updated to reflect NEW LAW (AB 3043, 2018) which permits the use of cafeteria funds to (1) pay for the purchase of a mobile food facility and (2) supplement the cost of providing universal breakfast in districts that do not provide universal breakfast under a federal program, provided they submit the required certification to CDE. Regulation also updates section on U.S. Department of Agriculture (USDA) donated foods to reflect current requirements for the safe storage and control of the foods. In both policy and regulation, CDE and USDA guidance renumbered when superseded by newer guidance.

District Records (AR 3580)

The section on email retention and deletion (District policy; not CSBA's) was inadvertently left off of the regulation the last time it was updated. The language to delete all emails and attachments after 18 months had been added to the end of this regulation.

Employment Status Reports (AR 4117.7, 4317.7)

(AR revised) Regulation updated pursuant to Education Code 44940 to include a violation or attempted violation of Penal Code 187 (murder) in the definition of a "mandatory leave of absence offense."

Dress and Grooming (BP 4119.22, 4219.22, 4319.22)

(BP revised) Policy updated to reflect laws which allow employees to appear and dress in a manner consistent with their gender identity, gender expression, or religious creed. Policy also adds material regarding the communication of the district's dress and grooming policy to employees.

Dismissal/Suspension/Disciplinary Action (BP/AR 4218)

(BP added; AR revised) New policy contains material formerly in AR pertaining to board actions in disciplinary hearings for classified employees and new material consistent with BP 4118 - Dismissal/Suspension/Disciplinary Action for certificated employees. Policy also reflects NEW LAW (AB 2234, 2018) which requires the board to delegate its authority to an administrative law judge in cases involving allegations of egregious misconduct with a minor. Regulation updates and consolidates the causes for disciplinary action. Regulation also adds the requirement to set a timeline by which the employee may request a hearing, which must be not less than five days after serving notice upon the employee. Section on "Compulsory Leave of Absence" expanded to define "mandatory" and "optional" leave of absence offenses and reflect requirements pertaining to extension of the leave and compensation during the leave. Material pertaining to merit system districts moved to BP/AR 4218.1 - Dismissal/Suspension/Disciplinary Action (Merit System).

Gangs (BP/AR 5136)

(BP/AR revised) Policy and regulation updated to expand material related to supports and services for students identified as gang members and reflect best practices for gang prevention, intervention, and suppression described in NEW RESOURCE from the National Gang Center and in publication from the Los Angeles Police Department.

Discipline (BP/AR 5144)

(BP/AR revised) Policy updated to reflect NEW LAW (AB 2657) which prohibits seclusion and behavioral restraint of students as a means of discipline, and to encourage staff development regarding equitable implementation of discipline. Regulation updated to revise section on "Detention After School" to more directly reflect state regulations and delete a specific timeline for advance notice to parents/guardians of a student's detention.

Married/Pregnant/Parenting Students (BP 5146)

(BP revised) Policy updated to reflect NEW LAW (AB 2289) which requires notification to parents/guardians and to pregnant and parenting students of their rights under the law; authorizes an excused absence for a parenting student to care for a sick child without a physician's note; provides that a pregnant or parenting student is entitled to eight weeks of parental leave, or longer if deemed medically necessary by the student's physician; and authorizes the use of uniform complaint procedures for complaints alleging noncompliance with the law.

Closed Session (BB/E 9321)

(BB revised; E(1) and E(2) added) Bylaw retitled and updated to incorporate material formerly in BB 9321.1 - Closed Session Actions and Reports. Bylaw also adds the requirement to provide final documents approved or adopted during closed session to persons who have submitted a request. Section on "Matters Related to Students" provides that student names should not be included on the agenda or reports of expulsion hearings pursuant to court decision. Section on "Security Matters" reflects the board's authority to meet in closed session with law enforcement officials to develop a tactical response plan. Section on "Real Property Negotiations" reflects Attorney General publication stating the board's authority to approve a final real property agreement in closed session. Section on "Pending Litigation" updates legal cites. Exhibit (1) added to provide examples of agenda descriptions of closed session items.

Exhibit (2) added to provide examples of reports of closed session actions that must be made when the board reconvenes in open session following the closed session.

Board Self-Evaluation (BB 9400)

The board has chosen to hold an annual goal setting session rather than a self-evaluation. Language has been updated to reflect this change.

Community Relations

Media Relations

The Governing Board respects the public's desire for and right to information and recognizes that the media significantly influence the community's understanding of school programs, student achievement, and school safety. In order to develop and maintain positive media relations, the Board and Superintendent shall reasonably accommodate media requests for information and provide accurate, reliable, and timely information.

In conjunction with the Superintendent or designee, the Board shall periodically establish priorities and key messages for proactively communicating with the media regarding current district issues, activities, or needs.

(cf. 0400 - Comprehensive Plans)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 0460 - Local Control and Accountability Plan)
(cf. 0510 - School Accountability Report Card)
(cf. 1100 - Communication with the Public)
(cf. 1160 - Political Processes)

Media representatives are welcome at all public Board meetings and shall receive meeting agendas upon request in accordance with Board policy.

(cf. 9321 - Closed Session)
(cf. 9322 - Agenda/Meeting Materials)

Media representatives, like all other visitors, shall register immediately upon entering any school building or grounds when school is in session.

(cf. 1250 - Visitors/Outsiders)
(cf. 3515.2 - Disruptions)

Staff may provide the media with student directory information, as identified in AR 5125.1 - Release of Directory Information, unless the student's parent/guardian has submitted a written request that such information not be disclosed. The district shall not release other student records or personally identifiable student information that is private or confidential as required by law, Board policy, or administrative regulation.

(cf. 1340 - Access to District Records)
(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 5125 - Student Records)
(cf. 5125.1 - Release of Directory Information)
(cf. 9010 - Public Statements)
(cf. 9324 - Minutes and Recordings)

Media Relations (Cont.)

Interviewing and Photographing Students

The district shall not impose restraints on students' right to speak freely with media representatives. However, interviewing and photographing students shall not create substantial disruption to the orderly operation of the school or impinge on the rights or safety of students. Therefore, the district shall encourage media representatives who wish to interview or photograph students at school to make prior arrangements with the principal.

(cf. 5145.2 - Freedom of Speech/Expression)

Media Contacts/Spokespersons

The Superintendent or designee shall identify the district's and/or site's primary media contact to whom all media inquiries shall be routed. Spokespersons designated to speak to the media on behalf of the district include the Board president, Superintendent, public information officer, or district communications director. Other Board members and/or staff may be asked by the Superintendent or designee to speak to the media on a case-by-case basis, depending on their expertise on an issue or appropriateness given a particular situation.

The Superintendent or designee shall provide training on effective media relations to all designated spokespersons.

(cf. 9240 - Board Training)

Crisis Communications Plan

The Superintendent or designee shall develop strategies for working with the media to provide timely and accurate information to students, parents/guardians, and the community during a crisis or natural disaster. The crisis communications plan may include, but not be limited to, identification of a media center, strategies for press conference logistics, and development and integration of both internal and external notification systems, including public address systems, social media, web site postings, and text alerts.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)

The Superintendent or designee shall include local law enforcement, media representatives, and district technology personnel in the crisis planning process.

Legal Reference:

EDUCATION CODE

32210-32212 Willful disturbance of public school or meeting

35144 Special meetings

35145 Public meetings

35160 Authority of governing boards

35172 Promotional activities

48907 Freedom of speech and press

Media Relations (Cont.)

48950 Prohibition against disciplinary action for first amendment speech

49061 Definition of directory information

49073 Directory information

EVIDENCE CODE

1070 Refusal to disclose news source

PENAL CODE

627-627.10 Access to school premises

UNITED STATES CODE, TITLE 20

1232g Family educational and privacy rights

CODE OF FEDERAL REGULATIONS, TITLE 34

99.3 Definition of directory information

COURT DECISIONS

Lopez v. Tulare Joint Union High School District, (1995) 34 Cal.App.4th 1302

ATTORNEY GENERAL OPINIONS

79 Ops.Cal.Atty.Gen. 58 (1996)

Management Resources:

WEB SITES

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

Adopted: 2/1/78
Amended: 11/15/89, 5/16/07

Community Relations

Access to District Records

Definitions

Public records include any writing containing information relating to the conduct of the district's business prepared, owned, used, or retained by the district regardless of physical form or characteristics. (Government Code 6252)

(cf. 3580 - District Records)

(cf. 9012 - Board Member Electronic Communications)

Writing means any handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored. (Government Code 6252)

Member of the public means any person, except a member, agent, officer, or employee of the district or a federal, state, or other local agency acting within the scope of such membership, agency, office, or employment. (Government Code 6252)

Public Records

Public records to which members of the public shall have access include, but are not limited to:

1. Proposed and approved district budgets and annual audits (Education Code 41020, 42103)
(cf. 3100 - Budget)
(cf. 3460 - Financial Reports and Accountability)
2. Statistical compilations
3. Reports and memoranda
4. Notices and bulletins
5. Minutes of public meetings (Education Code 35145)
(cf. 9324 - Minutes and Recordings)
6. Meeting agendas (Government Code 54957.5)
(cf. 9322 - Agenda/Meeting Materials)
7. Official communications between the district and other government agencies
8. District and school plans, and the information and data relevant to the development and evaluation of such plans, unless otherwise prohibited by law

Access to District Records (Cont.)

- (cf. 0400 - Comprehensive Plans)
 - (cf. 0420 - School Plans/Site Councils)
 - (cf. 0440 - District Technology Plan)
 - (cf. 0450 - Comprehensive Safety Plan)
 - (cf. 0460 - Local Control and Accountability Plan)
 - (cf. 3516 - Emergencies and Disaster Preparedness Plan)
 - (cf. 3543 - Transportation Safety and Emergencies)
 - (cf. 7110 - Facilities Master Plan)
9. Initial proposals of exclusive employee representatives and of the district (Government Code 3547)
- (cf. 4143.1/4243.1 - Public Notice - Personnel Negotiations)
10. Records pertaining to claims and litigation against the district which have been adjudicated or settled (Government Code 6254, 6254.25)
- (cf. 3320 - Claims and Actions Against the District)
11. Statements of economic interests required by the Conflict of Interest Code (Government Code 81008)
- (cf. 9270 - Conflict of Interest)
12. Documents containing names, salaries, and pension benefits of district employees
13. Employment contracts and settlement agreements (Government Code 53262)
- (cf. 2121 - Superintendent's Contract)
 - (cf. 4117.5/4217.5/4317.5 - Termination Agreements)
 - (cf. 4141/4241 - Collective Bargaining Agreement)
14. Instructional materials including, but not limited to, textbooks (Education Code 49091.10)
- (cf. 5020 - Parent Rights and Responsibilities)
 - (cf. 6161.1 - Selection and Evaluation of Instructional Materials)

Access to public records of the district shall be granted to Governing Board members on the same basis as any other member of the public. When Board members are authorized to access public records in the administration of their duties, the Superintendent or designee shall not discriminate among any of the Board members as to which record, or portion of the record, will be made available, or when it will be made available. (Government Code 6252.5, 6252.7)

When disclosing to a member of the public any record that contains personal information, including, but not limited to, an employee's home address, home telephone number, social security number, personal cell phone number, or birth date, the Superintendent or designee shall ensure that such personal information is redacted from that record. (Government Code 6254.29, 6254.3)

Access to District Records (Cont.)

Confidential Public Records

Unless otherwise authorized or required by law, information regarding an individual's citizenship or immigration status or religious beliefs, practices, or affiliation shall not be disclosed to federal government authorities. (Education Code 234.7; Government Code 8310.3)

(cf. 5145.13 - Response to Immigration Enforcement)

Records to which the members of the public shall not have access include, but are not limited to:

1. Preliminary drafts, notes, and interagency or intra-district memoranda that are not retained by the district in the ordinary course of business, provided that the public interest in withholding these records clearly outweighs the public interest in disclosure (Government Code 6254)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

(cf. 9011 - Disclosure of Confidential/Privileged Information)

2. Records specifically generated in connection with or prepared for use in litigation to which the district is a party or to respond to claims made against the district pursuant to the Tort Claims Act, until the litigation or claim has been finally adjudicated or otherwise settled, or beyond, if the records are protected by some other provision of law (Government Code 6254, 6254.25)

3. Personnel records, medical records, or similar materials, the disclosure of which would constitute an unwarranted invasion of personal privacy (Government Code 6254)

(cf. 4112.5/4212.5/4312.5) - Criminal Record Check)

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

The home addresses, home telephone numbers, personal cell phone numbers, or birth date of employees may only be disclosed as follows: (Government Code 6254.3)

- a. To an agent or a family member of the employee
- b. To an officer or employee of a state agency or another school district or county office of education when necessary for the performance of official duties
- c. To an employee organization pursuant to regulations and decisions of the Public Employment Relations Board, except that the home address and any telephone number for an employee who performs law enforcement-related functions, or the birth date of any employee, shall not be disclosed

Upon written request of any employee, the district shall not disclose the employee's home address, home telephone number, personal cell phone number, or birth date, and the district shall remove this information from any mailing list of the district except a list used exclusively to contact the employee.

Access to District Records (Cont.)

(cf. 4140/4240/4340 - Bargaining Units)

- d. To an agent or employee of a health benefit plan providing health services or administering claims for health services to district employees and their enrolled dependents, for the purpose of providing the health services or administering claims for employees and their enrolled dependents

(cf. 4154/4254/4354 - Health and Welfare Benefits)

- 4. Student records, except directory information and other records to the extent permitted under the law, when disclosure is authorized by law

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

(cf. 5125.3 - Challenging Student Records)

- 5. Test questions, scoring keys, and other examination data except as provided by law (Government Code 6254)

(cf. 6162.51 - State Academic Achievement Tests)

- 6. Without affecting the law of eminent domain, the contents of real estate appraisals or engineering or feasibility estimates and evaluations made for or by the district relative to the acquisition of property, or to prospective public supply and construction contracts, until all of the property has been acquired or all of the contract agreement obtained (Government Code 6254)

- 7. Information required from any taxpayer in connection with the collection of local taxes that is received in confidence and the disclosure of the information to other persons would result in an unfair competitive disadvantage to the person supplying the information (Government Code 6254)

- 8. Library circulation and patron use records of a borrower or patron including, but not limited to, name, address, telephone number, email address, borrowing information, or use of library information resources, except when disclosure is to persons acting within the scope of their duties in the administration of the library, to persons authorized in writing by the individual to whom the records pertain, or by court order (Government Code 6254, 6267)

(cf. 6163.1 - Library Media Centers)

- 9. Records for which the disclosure is exempted or prohibited pursuant to state or federal law, including, but not limited to, provisions of the Evidence Code relating to privilege (Government Code 6254)

(cf. 9124 - Attorney)

- 10. Documents prepared by or for the district to assess its vulnerability to terrorist attack or other criminal acts intended to disrupt district operations and that are for distribution or consideration in closed session (Government Code 6254)

Access to District Records (Cont.)

11. Recall petitions, petitions for special elections to fill Board vacancies, or petitions for the reorganization of the school district (Government Code 6253.5)

(cf. 9223 - Filling Vacancies)
12. Minutes of Board meetings held in closed session (Government Code 54957.2)

(cf. 9321 - Closed Session Purposes and Agendas)
13. Computer software developed by the district (Government Code 6254.9)
14. Information security records, the disclosure of which would reveal vulnerabilities to, or otherwise increase potential for an attack on, the district's information technology system (Government Code 6254.19)
15. Records that contain individually identifiable health information, including records that may be exempt pursuant to physician-patient privilege, the Confidentiality of Medical Information Act, and the Health Insurance Portability and Accountability Act (Government Code 6254, 6255)

(cf. 5141.6 - School Health Services)
16. Any other records listed as exempt from public disclosure in the California Public Records Act or other statutes
17. Any other records for which the district can demonstrate that, based on the particular facts of the case, the public interest served by not disclosing the record clearly outweighs the public interest served by disclosure of the record (Government Code 6255)

Inspection of Records and Requests for Copies

Any person may request a copy or inspection of any district record that is open to the public and not exempt from disclosure. (Government Code 6253)

Within 10 days of receiving any request to inspect or copy a district record, the Superintendent or designee shall determine whether the request seeks release of a disclosable public record in the district's possession. The Superintendent or designee shall promptly inform the person making the request of the determination and the reasons for the decision. (Government Code 6253)

In unusual circumstances, the Superintendent or designee may extend the 10-day limit for up to 14 days by providing written notice to the requester and setting forth the reasons for the extension and the date on which a determination is expected to be made. Unusual circumstances include the following, but only to the extent reasonably necessary to properly process the request: (Government Code 6253)

1. The need to search for and collect the requested records from field facilities or other establishments that are separate from the office processing the request
2. The need to search for, collect, and appropriately examine a voluminous amount of separate and distinct records which are demanded in a single request

Access to District Records (Cont.)

3. The need for consultation, which shall be conducted with all practicable speed, with another agency (e.g., a state agency or city) having a substantial interest in the determination of the request or among two or more components of the district (e.g., two different school sites) with substantial interest in the request
4. In the case of electronic records, the need to compile data, write programming language or a computer program, or construct a computer report to extract data

If the Superintendent or designee determines that the request seeks disclosable public records, the determination shall state the estimated date and time when the records will be made available. (Government Code 6253)

Public records shall be open to inspection at all times during district office hours. Any reasonably segregable portion of a record shall be made available for inspection by any person requesting the record after deletion of the portions that are exempted by law. (Government Code 6253)

Upon request for a copy that reasonably describes an identifiable record, an exact copy shall be promptly provided unless it is impracticable to do so. (Government Code 6253)

The Superintendent or designee shall charge an amount for copies that reflects the direct costs of duplication. Written requests to waive the fee shall be submitted to the Superintendent or designee.

In addition to maintaining public records for public inspection during district office hours, the district may comply with public records requests by posting any public record on the district's web site and, in response to a public records request, directing the member of the public to the location on the web site where the record can be found. However, if the member of the public is unable to access or reproduce the record from the web site, the district shall promptly provide an exact copy of the public record upon payment of duplication fees, if applicable, unless it is impracticable to provide an exact copy. (Government Code 6253)

If any person requests that a public record be provided in an electronic format, the district shall make that record available in any electronic format in which it holds the information. The district shall provide a copy of the electronic record in the format requested as long as the requested format is one that has been used by the district to create copies for its own use or for use by other agencies. (Government Code 6253.9)

The cost of duplicating an electronic record shall be limited to the direct cost of producing a copy of the record in electronic format. However, the requester shall bear the cost of producing the copy of the electronic record, including the cost to construct the record and the cost of programming and computer services necessary to produce the copy, under the following circumstances: (Government Code 6253.9)

1. The electronic record is one that is produced only at otherwise regularly scheduled intervals.
2. The request would require data compilation, extraction, or programming to produce the record.

Access to District Records (Cont.)

Assistance in Identifying Requested Records

If the Superintendent or designee denies a request for disclosable records, the requester shall be assisted in making a focused and effective request that reasonably describes an identifiable record. To the extent reasonable under the circumstances, the Superintendent or designee shall do all of the following: (Government Code 6253.1)

1. Assist in identifying records and information responsive to the request or the purpose of the request, if specified

If, after making a reasonable effort to elicit additional clarifying information from the requester to help identify the record, the Superintendent or designee is still unable to identify the information, this requirement shall be deemed satisfied.

2. Describe the information technology and physical location in which the records exist
3. Provide suggestions for overcoming any practical basis for denying access to the records or information sought

Provisions of the Public Records Act shall not be construed so as to delay or obstruct the inspection or copying of public records. Any notification denying a request for public records shall state the name and title of each person responsible for the denial. (Government Code 6253)

OROVILLE UNION HIGH SCHOOL DISTRICT

Business and Non-instructional Operations

Transportation Safety and Emergencies

Each day, prior to driving a school bus, each school bus driver shall inspect the bus to ensure that it is in safe operating condition and equipped as required by law and that all equipment is in good working order. At the completion of each day's work, the driver shall prepare and sign a written report of the condition of the equipment specified in 13 CCR 1215. The report shall indicate any defect or deficiency discovered by or reported to the driver which would affect safe operation or result in mechanical breakdown of the bus. If no defect or deficiency is discovered or reported, the driver shall so indicate on the report. Any defect or deficiency that would affect safe operation shall be repaired prior to operating the bus. (13 CCR 1215)

(cf. 3540 - Transportation)
(cf. 3541.1 - Transportation for School-Related Trips)
(cf. 3542 - School Bus Drivers)

Passenger Restraint Systems

The Superintendent or designee shall ensure that any school bus or student activity bus which is purchased or leased by the district is equipped with a combination pelvic and upper torso passenger restraint system at all designated seating positions if that bus: (Vehicle Code 27316, 27316.5; 13 CCR 1201)

1. Is a Type 1 school bus designed for carrying more than 16 passengers and the driver, and was manufactured on or after July 1, 2005
2. Is a Type 2 school bus or student activity bus designed for carrying 16 or fewer passengers and the driver, or for carrying 20 or fewer passengers and the driver if the bus has a manufacturer's vehicle weight rating of 10,000 pounds or less, and was manufactured on or after July 1, 2004

The Superintendent or designee shall prioritize the allocation of school buses purchased, leased, or contracted to ensure that elementary students receive first priority for new school buses equipped with passenger restraint systems whenever feasible.

When a school bus or student activity bus is equipped with a passenger restraint system, all passengers shall use the passenger restraint system. (5 CCR 14105)

Bus drivers shall be instructed regarding procedures to enforce the proper use of the passenger restraint system. Students who fail to follow instructions of the bus driver may be subject to discipline, including suspension of riding privileges, in accordance with Board policy and administrative regulations.

(cf. 5131.1 - Bus Conduct)
(cf. 5144 - Discipline)

Transportation Safety and Emergencies (Cont.)

Fire Extinguishers

Each school bus shall be equipped with at least one fire extinguisher, located in the driver's compartment, which meets the standards specified in law. In addition, a wheelchair school bus shall have another fire extinguisher placed at the wheelchair loading door or emergency exit. All fire extinguishers shall be regularly inspected and serviced in accordance with regulations adopted by the State Fire Marshal. (Education Code 39838; 13 CCR 1242; 19 CCR 574-575.3)

Child Safety Alert System

In accordance with Vehicle Code 28160, each school bus or student activity bus shall be equipped with an operational child safety alert system at the interior rear of the bus that requires the driver to either manually contact or scan the device, thereby prompting the driver to inspect the entirety of the interior of the vehicle before exiting.

A student activity bus that does not have a child safety alert system may be used only if all of the following apply: (Vehicle Code 28160)

1. The student activity bus is not used exclusively to transport students.
2. When the student activity bus is used to transport students, the students are accompanied by at least one adult chaperone selected by a school official. If an adult chaperone is not a school employee, the chaperone shall meet the requirements for a school volunteer.

(cf. 1240 - Volunteer Assistance)

3. One adult chaperone has a list of every student and adult chaperone, including a school employee, who is on the student activity bus at the time of departure.
4. The driver has reviewed all safety and emergency procedures before the initial departure, and the driver and adult chaperone have signed a form, with the time and date, acknowledging that the safety plan and procedures were reviewed.
5. Immediately before departure from any location, the adult chaperone shall account for each student on the list of students, verify the number of students to the driver, and sign a form indicating that all students are present or accounted for.
6. After students have exited a student activity bus, and before driving away, the driver shall check all areas of the bus, including, but not limited to, overhead compartments and bathrooms, to ensure that the bus is vacant.
7. The driver shall sign a form with the time and date verifying that all required procedures have been followed.
8. The information required to be recorded pursuant to items #4, 5, and 7 may be recorded on a single form and shall be retained by the district for a minimum of two years.

Transportation Safety and Emergencies (Cont.)

Electronic Communications Devices

A bus driver is prohibited from driving a school bus or student activity bus while using a wireless telephone or other electronic wireless communications device except for work-related or emergency purposes, including, but not limited to, contacting a law enforcement agency, health care provider, fire department, or other emergency service agency or entity. In any such permitted situation, the driver shall only use a wireless telephone or device that is specifically designed and configured to allow voice-operated and hands-free operation or a function that requires only a single swipe or tap of the driver's finger provided the device is mounted on the windshield, dashboard, or center console of the bus. (Vehicle Code 23123.5, 23125)

Safe Bus Operations

School buses and student activity buses shall not be operated whenever the number of passengers exceeds bus seating capacity, except when necessary in emergency situations which require that individuals be transported immediately to ensure their safety. (Education Code 39834)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

School bus operations shall be limited when atmospheric conditions reduce visibility on the roadway to 200 feet or less during regular home-to-school transportation service. Bus drivers for school activity trips may discontinue bus operation whenever they determine that it is unsafe to continue operation because of reduced visibility. (Vehicle Code 34501.6)

Unauthorized Entry

The Superintendent or designee may place a notice at bus entrances that warns against unauthorized entry. The driver or another school official may order any person to disembark if that person enters a bus without prior authorization. (Education Code 39842; 13 CCR 1256.5)

(cf. 3515.2 - Disruptions)

Transportation Safety Plan for Boarding and Exiting Buses

The Superintendent or designee shall develop a transportation safety plan containing procedures for school personnel to follow to ensure the safe transport of students. The plan shall address all of the following: (Education Code 39831.3)

1. Determination of whether students in grades prekindergarten through 8 require an escort to cross a private road or highway at a bus stop pursuant to Vehicle Code 22112
2. Procedures for all students in grades prekindergarten through 8 to follow as they board and exit the bus at their bus stops
3. Boarding and exiting a school bus at a school or other trip destination
4. Procedures to ensure that a student is not left unattended on a school bus, student activity bus, or, if applicable, youth bus

Transportation Safety and Emergencies (Cont.)

5. Procedures and standards for designating an adult chaperone, other than the driver, to accompany students on a school activity bus

A copy of the plan shall be kept at each school site and made available upon request to the California Highway Patrol (CHP). (Education Code 39831.3)

Parental Notifications

The Superintendent or designee shall provide written safety information to the parents/guardians of all students in grades prekindergarten through 6 who have not previously been transported in a district school bus or student activity bus. This information shall be provided upon registration and shall contain: (Education Code 39831.5)

1. A list of school bus stops near each student's home
2. General rules of conduct at school bus loading zones
3. Red light crossing instructions
4. A description of the school bus danger zone
5. Instructions for safely walking to and from school bus stops

(cf. 5145.6 - Parental Notifications)

Student Instruction

Students who are transported in a school bus or student activity bus shall receive instruction in school bus emergency procedures and passenger safety as follows: (Education Code 39831.5; 5 CCR 14102)

1. Each year, all students who receive home-to-school transportation in a school bus shall be provided appropriate instruction in safe riding practices and emergency evacuation drills.
2. At least once each school year, all students in grades prekindergarten through 8 who receive home-to-school transportation shall receive safety instruction which includes, but is not limited to:
 - a. Proper loading and unloading procedures, including escorting by the driver
 - b. How to safely cross the street, highway, or private road
 - c. In school buses with passenger restraint systems, instruction in the use of such systems as specified in 5 CCR 14105, including, but not limited to, the proper fastening and release of the passenger restraint system, acceptable placement of passenger restraint systems on students, times at which the passenger restraint systems should be fastened and released, and acceptable placement of the passenger restraint systems when not in use
 - d. Proper passenger conduct

Transportation Safety and Emergencies (Cont.)

- e. Bus evacuation procedures
- f. Location of emergency equipment

As part of this instruction, students shall evacuate the school bus through emergency exit doors. Instruction also may include responsibilities of passengers seated next to an emergency exit.

Each time the above instruction is given, the following information shall be documented:

- a. District name
- b. School name and location
- c. Date of instruction
- d. Names of supervising adults
- e. Number of students participating
- f. Grade levels of students
- g. Subjects covered in instruction
- h. Amount of time taken for instruction
- i. Bus driver's name
- j. Bus number
- k. Additional remarks

This documentation shall be kept on file at the district office or the school for one year and shall be available for inspection by the CHP.

(cf. 3580 - District Records)

- 3. Before departing on a school activity trip, all students riding on a school bus or student activity bus shall receive safety instruction which includes, but is not limited to, the location of emergency exits and the location and use of emergency equipment. This instruction also may include responsibilities of passengers seated next to an emergency exit.

Bus Accidents

In the event of a school bus accident, the driver shall immediately notify the CHP and the Superintendent or designee. The driver shall not leave the immediate vicinity of the bus to seek aid unless necessary. (13 CCR 1219)

Transportation Safety and Emergencies (Cont.)

The Superintendent or designee shall maintain a report of each accident that occurred on public or private property involving a school bus with students aboard. The report shall contain pertinent details of the accident and shall be retained for 12 months from the date of the accident. If the accident was not investigated by the CHP, the Superintendent or designee shall forward a copy of the report to the local CHP within five work days of the date of the accident. (13 CCR 1234)

The Superintendent or designee shall review all investigations of bus incidents and accidents to develop preventative measures.

(cf. 4112.42/4212.42/4312.42 - Drug and Alcohol Testing for School Bus Drivers)

Legal Reference:

EDUCATION CODE

39830-39843 Transportation, school buses

39860 Contract for transportation; requirement that student not be left unattended

51202 Instruction in personal and public health and safety

PENAL CODE

241.3 Assault against school bus driver

243.3 Battery against school bus driver

VEHICLE CODE

415 Definition of motor vehicle

545-546 Definition of school bus and student activity bus

22112 Loading and unloading passengers

23123.5 Use of wireless telephone or communications device while driving; exceptions

23125 Use of wireless telephone prohibited while driving school bus

27316-27316.5 Passenger restraint systems

28160 Child safety alert system

34500 California Highway Patrol responsibility to regulate safe operation of school buses

34501.5 California Highway Patrol responsibility to adopt rules re: safe operation of school buses

34501.6 School buses; reduced visibility

34508 California Highway Patrol responsibility to adopt rules re: equipment and bus operations

CODE OF REGULATIONS, TITLE 5

14100-14105 School buses and student activity buses

CODE OF REGULATIONS, TITLE 13

1200-1294 Motor carrier safety

2480 Airborne toxic control measure; limitation on bus idling

CODE OF REGULATIONS, TITLE 19

574-575.3 Inspection and maintenance of fire extinguishers

CODE OF FEDERAL REGULATIONS, TITLE 49

571.1-571.500 Motor vehicle standards, including school buses

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Passenger Restraints Frequently Asked Questions

WEB SITES

American School Bus Council: <http://www.americanschoolbuscouncil.org>

California Association of School Business Officials: <http://www.casbo.org>

California Association of School Transportation Officials: <http://www.castoways.org>

Transportation Safety and Emergencies (Cont.)

California Department of Education, Office of School Transportation:

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

California Highway Patrol: <http://www.chp.ca.gov>

National Transportation Safety Board: <http://www.nts.gov>

U.S. Department of Transportation, National Highway Traffic Safety Administration:

<http://www.nhtsa.dot.gov>

Adopted: 1/20/93
Amended: 4/18/07, 8/20/08, 5/20/09, 3/20/13, 3/21/18

Business and Non-instructional Operations

Food Service Operations/Cafeteria Fund

The Governing Board intends that school food services shall be a self-supporting, nonprofit program. To ensure program quality and increase cost effectiveness, the Superintendent or designee shall centralize and direct the purchasing of foods and supplies, the planning of menus, and the auditing of all food service accounts for the district.

(cf. 3100 - Budget)
(cf. 3300 - Expenditures and Purchases)
(cf. 3311 - Bids)
(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3552 - Summer Meal Program)
(cf. 5030 - Student Wellness)

The Superintendent or designee shall ensure that food service director(s) possess the qualifications required by 7 CFR 210.30 and California Department of Education (CDE) standards.

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

At least once each year, food service administrators, other appropriate personnel who conduct or oversee administrative procedures, and other food service personnel shall receive training provided by the CDE. (42 USC 1776)

Meal Sales

Meals may be sold to students, district employees, Board members, and employees or members of the fund or association maintaining the cafeteria. (Education Code 38082)

In addition, meals may be sold to nonstudents, including parents/guardians, volunteers, students' siblings, or other individuals, who are on campus for a legitimate purpose. Any meals served to nonstudents shall not be subsidized by federal or state reimbursements, food service revenues, or U.S. Department of Agriculture (USDA) foods.

Meal prices, as recommended by the Superintendent or designee and approved by the Board, shall be based on the costs of providing food services and consistent with Education Code 38084 and 42 USC 1760. Students who are enrolled in the free or reduced-price meal program shall receive meals free of charge or at a reduced price in accordance with law, Board policy, and administrative regulation.

(cf. 3553 - Free and Reduced Price Meals)

The Superintendent or designee shall establish strategies and procedures for the collection of meal payments, including delinquent meal payments. Such procedures shall conform with BP/AR 3553 - Free and Reduced Price Meals, 2 CFR 200.426, and any applicable CDE guidance. The Superintendent or designee shall clearly communicate these procedures to students and parents/guardians, and shall make this policy and the accompanying administrative regulation available to the public pursuant to Education Code 49557.5.

Food Service Operations/Cafeteria Fund (Cont.)

The Superintendent or designee shall ensure that a student whose parent/guardian has unpaid school meal fees or a student who is enrolled in the free or reduced-price meal program is not overtly identified by the use of special tokens, tickets, or other means and is not shamed, treated differently, or served a meal that differs from the meal served to other students. (Education Code 49557, 49557.5)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 0415 - Equity)

Cafeteria Fund

The Superintendent or designee shall establish a cafeteria fund independent of the district's general fund.

The wages, salaries, and benefits of food service employees shall be paid from the cafeteria fund. (Education Code 38103)

The Superintendent or designee shall ensure that state and federal funds provided through school meal programs are allocated only for purposes related to the operation or improvement of food services and reasonable and necessary indirect program costs as allowed by law.

(cf. 3230 - Federal Grant Funds)
(cf. 3400 - Management of District Assets/Accounts)
(cf. 3460 - Financial Reports and Accountability)

Contracts with Outside Services

With Board approval, the district may enter into a contract for food service consulting services or management services in one or more district schools. (Education Code 45103.5; 42 USC 1758; 7 CFR 210.16)

(cf. 3312 - Contracts)
(cf. 3600 - Consultants)

Procurement of Foods, Equipment and Supplies

To the maximum extent practicable, foods purchased for use in school meals by the district or by any entity purchasing food on its behalf shall be domestic commodities or products. Domestic commodity or product means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. (42 USC 1760; 7 CFR 210.21)

A nondomestic food product may be purchased for use in the district's food service program only as a last resort when the product is not produced or manufactured in the United States in sufficient and reasonable quantities of a satisfactory quality, or when competitive bids reveal the costs of a United States product are significantly higher than the nondomestic product. In such cases, the Superintendent or designee shall retain documentation justifying the use of the exception.

Food Service Operations/Cafeteria Fund (Cont.)

Furthermore, the district shall accept a bid or price for an agricultural product grown in California before accepting a bid or price for an agricultural product grown outside the state, if the quality of the California-grown product is comparable and the bid or price does not exceed the lowest bid or price of a product produced outside the state. (Food and Agriculture Code 58595)

Bid solicitations and awards for purchases of equipment, materials, or supplies in support of the district's child nutrition program, or for contracts awarded pursuant to Public Contract Code 2000, shall be consistent with the federal procurement standards in 2 CFR 200.318-200.326. Awards shall be let to the most responsive and responsible party. Price shall be the primary consideration, but not the only determining factor, in making such an award. (Public Contract Code 20111)

Program Monitoring and Evaluation

The Superintendent or designee shall present to the Board, at least annually, financial reports regarding revenues and expenditures related to the food service program.

The Superintendent or designee shall provide all necessary documentation required for the Administrative Review conducted by the CDE to ensure compliance of the district's food service program with federal requirements related to maintenance of the nonprofit school food service account, meal charges, paid lunch equity, revenue from non-program goods, indirect costs, and USDA foods.

(cf. 3555 - Nutrition Program Compliance)

Legal Reference:

EDUCATION CODE

38080-38086.1 Cafeteria, establishment and use

38090-38095 Cafeterias, funds and accounts

38100-38103 Cafeterias, allocation of charges

42646 Alternate payroll procedure

45103.5 Contracts for management consulting services; restrictions

49490-49493 School breakfast and lunch programs

49500-49505 School meals

49550-49564. Meals for needy students, especially:

49550.5 Universal breakfast

49554 Contract for services

49580-49581 Food recovery program

FOOD AND AGRICULTURE CODE

58595 Preference for California-grown agricultural products

HEALTH AND SAFETY CODE

113700-114437 California Retail Food Code

PUBLIC CONTRACT CODE

2000-2002 Responsive bidders

20111 Contracts

CODE OF REGULATIONS, TITLE 5

15550-15565 School lunch and breakfast programs

UNITED STATES CODE, TITLE 42

1751-1769j School lunch programs

Food Service Operations/Cafeteria Fund (Cont.)

1771-1791 Child nutrition, including:

1773 School breakfast program

CODE OF FEDERAL REGULATIONS, TITLE 2

200.56 Indirect costs, definition

200.317-200.326 Procurement standards

200.400-200.475 Cost principles

200 Appendix VII Indirect cost proposals

CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.31 National School Lunch Program

220.1-220.21 National School Breakfast Program

250.1-250.70 USDA foods

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

Food Distribution Program Administrative Manual

Professional Standards in the SNP and New Hiring Flexibility, NSD Management Bulletin, SNP-10-2019, April 2019

Paid Lunch Equity Requirement and Calculation Tool, NSD Management Bulletin, SNP-12-2018, May 2018

Clarification for the Use of Alternate Meals in the National School Lunch and School Breakfast Programs, and Additional Guidance on the Handling of Unpaid Meal Charges, NSD

Management Bulletin, SNP-03-2018, February 2018

Storage and Inventory Management of U.S. Department of Agriculture Foods, NSD

Management Bulletin, FDP-01-2018, January 2018

Unpaid Meal Charges: Local Meal Charge Policies, Clarification on Collection of Delinquent Meal Payments, and Excess Student Account Balances, NSD Management Bulletin, SNP-03-2017, April 2017

Procuring and Monitoring of Food Service Management Contracts, NSD Management Bulletin, SNP-13-2015

Cafeteria Funds--Allowable Uses, NSD Management Bulletin, NSD-SNP-07-2013, May 2013

Adult and Sibling Meals in the National School Lunch and School Breakfast Programs, NSD Management Bulletin, 00-111, July 2000

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

FAQs About School Meals

Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP 38-2017, June 2017

Overcoming the Unpaid Meal Challenge: Proven Strategies from Our Nation's Schools, May 2017

Unpaid Meal Charges: Guidance and Q&A, SP 23-2017, March 2017

Indirect Costs: Guidance for State Agencies and School Food Authorities SP 60-2016, September 2016

Unpaid Meal Charges: Local Meal Charge Policies, SP 46-2016, July 2016

Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014

WEB SITES

California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>

California School Nutrition Association: <http://www.calsna.org>

U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov/cnd>

Adopted: 11/28/90

Amended: 8/15/01, 8/6/08, 11/2/11, 5/7/14, 7/19/17, 5/16/18

Business and Non-instructional Operations

Food Service Operations/Cafeteria Fund

Donation of Leftover Food

To minimize waste and reduce food insecurity, the district may provide sharing tables where students and staff may return appropriate unused cafeteria food items to be made available to students during the course of a regular school meal time. If food on the sharing tables is not taken by a student, the school cafeteria may donate the food to a food bank or any other nonprofit charitable organization. (Health and Safety Code 114079)

(cf. 3510 - Green School Operations)

Food that may be donated includes prepackaged, non-potentially hazardous food with the packaging still intact and in good condition, whole uncut produce, unopened bags of sliced fruit, unopened containers of milk that are immediately stored in a cooling bin maintained at 41 degrees Fahrenheit or below, and perishable prepackaged food if it is placed in a proper temperature-controlled environment. The preparation, safety, and donation of food shall be consistent with Health and Safety Code 113980. (Health and Safety Code 114079)

Cafeteria Fund

All proceeds from food sales and other services offered by the cafeteria shall be deposited in the cafeteria fund as provided by law. The income and expenditures of any cafeteria revolving account established by the Governing Board shall be recorded as income and expenditures of the cafeteria fund. (Education Code 38090, 38093)

(cf. 3100 - Budget)

(cf. 3300 - Expenditures and Purchases)

The cafeteria fund shall be used only for those expenditures authorized by the Board as necessary for the operation of school cafeterias in accordance with Education Code 38100-38103, 2 CFR Part 200 Appendix VII, and the California School Accounting Manual.

With CDE approval, the district may use cafeteria funds to supplement the provision of universal breakfast. On or before July 1 of each year, the district shall submit to CDE a Board-signed application certifying that breakfast will be provided to all students at no charge and that any cost above the amount provided in federal reimbursement will be covered by the district with nonfederal funds. (Education Code 49550.5)

Any charges to, or transfers from, a food service program shall be dated and accompanied by a written explanation of the expenditure's purpose and basis. (Education Code 38101)

(cf. 3110 - Transfer of Funds)

Indirect costs charged to the food service program shall be based on either the district's prior year indirect cost rate as approved by CDE or the statewide average approved indirect cost rate for the second prior fiscal year, whichever is less. (Education Code 38101)

Net cash resources in the non-profit school food service shall not exceed three months average expenditures. (7 CFR 210.14, 220.7)

Food Service Operations/Cafeteria Fund (Cont.)

U.S. Department of Agriculture Foods

The district shall provide facilities for the storage and control of foods received through the U.S. Department of Agriculture (USDA) that protect against theft, spoilage, damage, or other loss. Such storage facilities shall maintain donated foods in sanitary conditions, at the proper temperature and humidity, and with adequate air circulation. The district shall comply with all federal, state, or local requirements related to food safety and health and procedures for responding to a food recall, as applicable, and shall obtain all required health inspections. (7 CFR 250.14)

The Superintendent or designee shall maintain inventories of USDA foods in accordance with 7 CFR 250.59 and CDE procedures, and shall ensure that foods are used before their expiration dates.

USDA donated foods shall be used in school lunches as far as practicable. USDA foods also may be used in other nonprofit food service activities, including, but not limited to, school breakfasts or other meals, a la carte foods sold to students, meals served to adults directly involved in the operation and administration of the food service and to other school staff, and training in nutrition, health, food service, or general home economics instruction for students, provided that any revenues from such activities accrue to the district's nonprofit food service account. (7 CFR 250.59)

Contracts with Outside Services

The term of any contract for food service management or consulting services shall not exceed one year. Any renewal of the contract or further requests for proposals to provide such services shall be considered on a year-to-year basis. (Education Code 45103.5; 7 CFR 210.16)

Any contract for management of the food service operation shall be approved by CDE and comply with the conditions in Education Code 49554 and 7 CFR 210.16 as applicable. The district shall retain control of the quality, extent, and general nature of its food services, including prices to be charged to students for meals, and shall monitor the food service operation through periodic on-site visits. The district shall not enter into a contract with a food service company to provide a la carte food services only, unless the company agrees to offer free, reduced-price, and full-price reimbursable meals to all eligible students. (Education Code 49554; 42 USC 1758; 7 CFR 210.16)

Any contract for consulting services shall not result in the supervision of food service classified staff by the management consultant, nor shall it result in the elimination of any food service classified staff or position or have any adverse effect on the wages, benefits, or other terms and conditions of employment of classified food service staff or positions. All persons providing consulting services shall be subject to applicable employment conditions related to health and safety as listed in Education Code 45103.5. (Education Code 45103.5)

(cf. 3312 - Contracts)

(cf. 3515.6 - Criminal Background Checks for Contractors)

(cf. 3600 - Consultants)

(cf. 4112.4/4212.4/4312.4 - Health Examinations)

(cf. 4212 - Appointments and Conditions of Employment)

Approved: 4/18/07

Amended: 8/6/08, 11/2/11, 4/18/12, 5/7/14, 7/19/17, 5/16/18

Business and Non-instructional Operations

District Records

Classification of Records

Records means all records, maps, books, papers, and documents of a school district required by law to be prepared or retained as necessary or convenient to the discharge of official duty. (5 CCR 16020)

(cf. 1340 - Access to District Records)

Before January 1, the Superintendent or designee shall review the prior year's records and shall classify them as either a Class 1 (Permanent), Class 2 (Optional), or Class 3 (Disposable) record. (5 CCR 16022)

Records of continuing nature (active and useful for administrative, legal, fiscal, or other purposes over a period of years) shall not be classified until such usefulness has ceased. (5 CCR 16022)

An inventory of equipment shall be a continuing record and shall not be classified until the inventory is superseded or until the equipment is removed from district ownership. (5 CCR 16022)

(cf. 3440 - Inventories)

A student's cumulative record is a continuing record until the student ceases to be enrolled in the district. (5 CCR 16022)

(cf. 5125 - Student Records)

When an electronic or photographed copy of a Class 1 (Permanent) record has been made, the copy may be classified as Class 1 (Permanent) and the original classified as either Class 2 (Optional) or Class 3 (Disposable). However, no original record that is basic to any required audit may be destroyed prior to the second July 1st succeeding the completion of the audit. (Education Code 35254)

Class 1 - Permanent Records

The original of each of the following records, or one exact copy of it when the original is required by law to be filed with another agency, is a Class 1 (Permanent) record and shall be retained indefinitely unless microfilmed in accordance with 5 CCR 16022: (5 CCR 16023)

1. Annual Reports
 - a. Official budget
 - b. Financial reports of all funds, including cafeteria and student body funds
 - c. Audit of all funds
 - d. Average daily attendance, including Period 1 and Period 2 reports

District Records (Cont.)

e. Other major annual reports, including:

(1) Those containing information relating to property, activities, financial condition, or transactions

(2) Those declared by Governing Board minutes to be permanent

(cf. 3100 - Budget)

(cf. 3452 - Student Activity Funds)

(cf. 3460 - Financial Reports and Accountability)

(cf. 3551 - Food Service Operations/Cafeteria Fund)

2. Official Actions

a. Minutes of the Board or Board committees, including the text of rules, regulations, policies, or resolutions included by reference only

b. The call for and the result of any elections called, conducted, or canvassed by the Board

c. Records transmitted by another agency pertaining to its action with respect to district reorganization

(cf. 7214 - General Obligation Bonds)

(cf. 9324 - Minutes and Recordings)

3. Personnel Records

Class 1 (Permanent) records include all detailed records relating to employment; assignment; amounts and dates of service rendered; termination or dismissal of an employee in any position; sick leave record; rate of compensation, salaries, or wages paid; and deductions or withholdings made and the person or agency to whom such amounts were paid. In lieu of the detailed records, a complete proven summary payroll record for each employee containing the same data may be classified as a Class 1 (Permanent) record and the detailed records may then be classified as Class 3 (Disposable) records.

Information of a derogatory nature as defined in Education Code 44031 shall be retained as a Class 1 (Permanent) record only when the time for filing a grievance has passed or the document has been sustained by the grievance process.

(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

4. Student Records

The records of enrollment and scholarship for each student required by 5 CCR 432 and all records pertaining to any accident or injury involving a minor for which a claim for damages had been filed as required by law shall be classified as Class 1 (Permanent) records. These include any related policy of liability insurance, except that these records cease to be Class 1 (Permanent) records one year after the claim has been settled or the statute of limitations has expired.

District Records (Cont.)

- (cf. 5111.1 - District Residency)
- (cf. 5141 - Health Care and Emergencies)
- (cf. 5143 - Insurance)

5. Property Records

- Class 1 (Permanent) records include all detailed records relating to land, buildings, and equipment. In lieu of detailed records, a complete property ledger may be classified as a Class 1 (Permanent) record. The detailed records may then be classified as Class 3 (Disposable) records if the property ledger includes all fixed assets; an equipment inventory; and, for each piece of property, the date of acquisition, name of previous owner, a legal description, amount paid, and comparable data if the unit is disposed of.

- (cf. 3280 - Sale or Lease of District-Owned Real Property)

Class 2 - Optional Records

Any records considered temporarily worth keeping, but which are not Class 1 records, may be classified as Class 2 (Optional) records and shall be retained until reclassified as Class 3 (Disposable) records. If, by agreement of the Board and Superintendent or designee, classification of the prior year records has not been made before January 1 as specified in 5 CCR 16022, all records of the prior year may be classified as Class 2 (Optional) records pending further review and classification within one year. (5 CCR 16024)

Class 3 - Disposable Records

All records not classified as Class 1 (Permanent) or as Class 2 (Optional) records shall be classified as Class 3 (Disposable) records. These include, but are not limited to, detailed records basic to audit, including those relating to attendance, average daily attendance, or business or financial transactions; detailed records used in preparing another report; teachers' registers if all information required by 5 CCR 432 is retained in other records or if the General Records pages are removed from the register and classified as Class 1 (Permanent) records; and periodic reports, including daily, weekly, and monthly reports, bulletins, and instructions. (5 CCR 16025)

All Class 3 (Disposable) records shall be destroyed during the third school year after the school year in which the records originated. In addition, Class 3 (Disposable) records shall not be destroyed until after the third school year following the completion of any legally required audit or the retention period required by any agency other than the State of California, whichever is later. A continuing record shall not be destroyed until the fourth year after it has been classified as a Class 3 (Disposable) record. (5 CCR 16026, 16027)

- (cf. 5113.2 - Work Permits)

District Records (Cont.)

Electronically Stored Information

All electronically stored information related to the conduct of district business, including information created, saved, sent, or received on a district employee's or Board member's personal account or device, shall be saved as an electronic file to a district-provided account or device and retained in accordance with the section "Classification of Records" above. Such information includes, but is not limited to, email, text messages, instant messages, computer files, and other electronic communications related to district business. In addition, when appropriate, the information may be printed and physically filed in a way that allows it to be easily retrieved when needed.

(cf. 9012 - Board Member Electronic Communications)

Employees shall be required to regularly purge their email accounts and district-issued computers, cell phones, and other communication devices of personal electronically stored information and other information unrelated to district business. The Superintendent or designee may check for appropriate use of any district-owned equipment at any time.

(cf. 4040 - Employee Use of Technology)

Any person to whom a district-owned computer, cell phone, or other electronic communication device is provided shall be notified about the district's electronic information management system and, as necessary, provided training on the effective use of the device.

Email Retention and Deletion

The Governing Board provides employees with e-mail to communicate and conduct business. In doing so, the Board expects employees to manage and protect records resulting from e-mail communications. Such e-mail may include, but is not limited to, correspondence and attachments, calendar schedules, and forms transmitted electronically.

A systemic retention and deletion program not only eliminates obsolete documents from the e-mail system but also saves resources by not indefinitely and unnecessarily storing information beyond appropriate timelines. E-mail retention guidelines are implemented to comply with the Federal Rules of Civil Procedure, E-Discovery and the Public Records Act.

E-mail retention guidelines apply to:

1. All e-mail systems provided by the district.
2. All users and account holders of the district e-mail.
3. All e-mail sent and received using the district e-mail system.

Email and attachments will be retained for a period of 18 months. E-mail and attachments older than 18 months will be automatically and permanently deleted.

To comply with the law in retaining of certain documents, employees may save copies of e-mail and attachments before the 18 month period expires by transferring them to other electronic formats or by converting them to paper format.

District Records (Cont.)

E-mail originators and recipients are responsible for identifying and saving documents that must be retained by law. Saving e-mail to PST format, saving e-mail to workstations, or archiving e-mail locally are not approved e-mail retention methods. All e-mail must remain on the e-mail server during the retention period.

E-mail should be a communication tool, not a storage mechanism. Back-up tapes are for disaster recovery purposes only. Back-up copies created by staff are not for e-mail retention. Back-up copies on tape should be retained no more than 18 months.

Regardless of retention requirements, e-mail and all other electronic or paper documents pertaining to legal proceedings must be retained until the litigation is finally concluded. This may be referred to as a legal Hold.

Personnel

Employment Status Reports

The Superintendent shall report to the Commission on Teacher Credentialing (CTC) any change in the employment status of a certificated employee who, while working in a position requiring a credential and as a result of an allegation of misconduct or while an allegation of misconduct is pending: (Education Code 44030.5, 44242.5; 5 CCR 80303)

1. Is dismissed or non-reelected

(cf. 4116 - Probationary/Permanent Status)
(cf. 4117.6 - Decision Not to Rehire)
(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

2. Resigns

(cf. 4117.2/4217.2/4317.2 - Resignation)

3. Is suspended or placed on unpaid administrative leave for more than 10 days as a final adverse employment action

4. Retires

5. Is otherwise terminated by a decision not to employ or reemploy

(cf. 4119.21/4219.21/4319.21 - Professional Standards)
(cf. 5141.4 - Child Abuse Prevention and Reporting)

This report is not required when the change in employment status is due solely to unsatisfactory performance pursuant to Education Code 44932 or a reduction in force pursuant to Education Code 44955-44958. (Education Code 44030.5, 44242.5; 5 CCR 80303)

(cf. 4115 - Evaluation/Supervision)
(cf. 4117.3 - Personnel Reduction)

When required, the report of a change in employment status shall be submitted not later than 30 days after the employment action. The report shall be made using a form provided by CTC and shall include all known information about each alleged act of misconduct by the employee. The report shall contain the name and current address of the certificated employee, name of the district, last school or district assignment, an explanation of the allegation of misconduct or pending allegation of misconduct, current contact information for all persons who may have information relating to the alleged misconduct, and any and all documentation related to the case. (Education Code 44030.5; 5 CCR 80303)

Upon a change in employment status as a result of alleged misconduct or while an allegation of misconduct is pending, the Superintendent shall, in writing, inform the employee of the contents of 5 CCR 80303. (5 CCR 80303)

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

Employment Status Reports (Cont.)

Additional Reports of Employee Misconduct

The Superintendent or designee shall submit a report to CTC, using a form provided by CTC and attaching all relevant documents, whenever:

1. An employee, by complaint, information, or indictment filed in court, is charged with a "mandatory leave of absence offense," defined as a sex or drug offense specified in Education Code 44940 or violation or attempted violation of Penal Code 187 (murder). (Education Code 44242.5, 44940, 44940.5)

Not later than 10 days after receipt of such a complaint, information, or indictment regarding an employee, the Superintendent or designee shall forward a copy of the received documents to CTC. In addition, the Superintendent or designee shall report to CTC any action taken in connection with extending the employee's mandatory leave beyond the initial period. (Education Code 44940, 44940.5)

If the offense results in a change in employment status, the Superintendent shall submit an employment status report in addition to the report of the mandatory leave of absence offense.

2. An employee refuses, without good cause, to fulfill a valid employment contract, or departs from district service without the consent of the Superintendent or Governing Board. (Education Code 44242.5, 44420)

As appropriate, the Superintendent or designee also shall notify CTC of any of the following:

1. A complaint filed with the district regarding a certificated employee's alleged sexual misconduct (Education Code 44242.5)

(cf. 4119.24/4219.24/4319.24 - Maintaining Appropriate Adult-Student Interactions)

The notice to CTC shall contain all of the following information: (5 CCR 80304)

- a. Name of the employee alleged to have engaged in the sexual misconduct
- b. Name, age, and address of each victim of the alleged sexual misconduct
- c. A summary of all information known to the district regarding the alleged sexual misconduct
- d. A summary of the action, if any, taken at the district level in response to the complaint of sexual misconduct

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

(cf. 5145.7 - Sexual Harassment)

Employment Status Reports (Cont.)

2. An employee's knowing and willful use of school records of student data in connection with, or in implicit or explicit attempts to recruit a student to be a customer for, any business owned by the certificated employee or in which the certificated employee is an employee (Education Code 44242.5, 44421.1)

(cf. 5125 - Student Records)

3. An employee's knowing and willful reporting of false fiscal expenditure data relative to the conduct of any educational program (Education Code 44242.5, 44421.5)
4. An employee's subversion or attempt to subvert any licensing examination or the administration of an examination (Education Code 44242.5, 44439)

Legal Reference:

EDUCATION CODE

44009 Conviction of specified crimes

44010 Sex offense, definitions

44011 Controlled substance offense, definitions

44030.5 Employment status reports

44225 Powers and duties of CTC

44242.5 Reports and review of alleged misconduct

44420-44440 Adverse actions by CTC against credential holder

44932 Causes for dismissal

44940 Sex offenses and narcotic offenses; compulsory leave of absence

44940.5 Compulsory leave of absence

44955-44958 Reduction in force

PENAL CODE

187 Murder

CODE OF REGULATIONS, TITLE 5

80303 Reports of change in employment status, alleged misconduct

80304 Notice of sexual misconduct

Management Resources:

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

California's Laws and Rules Pertaining to the Discipline of Professional Certificated Personnel, 2019

WEB SITES

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

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

Approved: 10/3/01

Amended: 5/15/02, 12/19/12, 6/13/16

OROVILLE UNION HIGH SCHOOL DISTRICT

BP 4119.22, 4219.22, 4319.22 (a)

Personnel

Dress and Grooming

The Governing Board believes that appropriate dress and grooming by district employees contribute to a productive learning environment and model positive behavior. During school hours and at school activities, employees shall maintain professional standards of dress and grooming that demonstrate their high regard for education, present an image consistent with their job responsibilities and assignment, and do not endanger the health or safety of employees or students. All employees shall be held to the same standards unless their assignment provides for modified dress as approved by their supervisor.

(cf. 0415 - Equity)
(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4112.21/4212.21/4312.21 - Professional Standards)
(cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

The district shall allow employees to appear and dress in a manner consistent with their gender identity or gender expression. (Government Code 12949)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 4030 - Nondiscrimination in Employment)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

In addition, the district shall not dismiss an employee, discriminate against an employee in compensation or in terms, conditions, or privileges of employment, or refuse to hire a job applicant on the basis of religious dress or grooming practices. (Government Code 12926, 12940)

This policy shall be presented to employees upon employment, through the employee handbook or other appropriate means, and may be periodically reviewed with all employees as necessary.

Legal Reference:

EDUCATION CODE

35160 Authority of governing boards
35160.1 Broad authority of school districts

GOVERNMENT CODE

3543.2 Scope of representation
12926 Definitions
12940 Unfair employment practices
12949 Dress standards, consistency with gender identity

COURT DECISIONS

San Mateo City School District v. PERB (1983) 33 Cal. 3d 850
Domico v. Rapides Parish School Board (5th Cir. 1982) 675 F.2d 100
East Hartford Education Assn. v. Board of Education (2d Cir. 1977) 562 F. 2d 856
Finot v. Pasadena Board of Education (1967) 250 Cal.App.2d 189

PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS

Santa Ana Unified School District (1998) 22 PERC P29, 136
Inglewood Unified School District (1985) 10 PERC P17, 000

Management Resources:

OROVILLE UNION HIGH SCHOOL DISTRICT

BP 4119.22, 4219.22, 4319.22 (b)

Dress and Grooming (Cont.)

CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING PUBLICATIONS

Transgender Rights in the Workplace

WEB SITES

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

Public Employment Relations Board: <http://www.perb.ca.gov>

Adopted: 12/6/06
Amended:

Personnel

Dismissal/Suspension/Disciplinary Action

The Governing Board expects all employees to perform their jobs satisfactorily and to exhibit professional and appropriate conduct. A classified employee may be disciplined for unprofessional conduct or unsatisfactory performance in accordance with law or any applicable collective bargaining agreement, Board policy, and administrative regulation.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 4000 - Concepts and Roles)
(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 4119.21/4219.21/4319.21 - Professional Standards)
(cf. 4141/4241 - Collective Bargaining Agreement)
(cf. 4200 - Classified Personnel)

Disciplinary actions shall be based on the particular facts and circumstances involved and the severity of the employee's conduct or performance. The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented.

(cf. 4030 - Nondiscrimination in Employment)
(cf. 4112.6/4212.6/4312.6 - Personnel Files)
(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)

Disciplinary actions may include, but are not limited to, verbal and written warnings, involuntary reassignment, demotion, suspension without pay, reduction of pay step in class, compulsory leave, and dismissal.

A probationary classified employee may be dismissed by the Superintendent or designee at any time prior to the expiration of the probationary period.

(cf. 4216 - Probationary/Permanent Status)

Permanent classified employees shall be subject to disciplinary action only for cause as specified in the accompanying administrative regulation. (Education Code 45113)

Procedures for Disciplinary Proceedings

If a permanent classified employee receives a notice from the Superintendent or designee of a recommended suspension, demotion, involuntary reassignment, or dismissal, the employee may request a Board hearing on the matter.

If the employee fails to request a hearing within the time specified in the notice, the employee is deemed to have waived the right to do so, and the Board may order the recommended disciplinary action into effect immediately.

If a timely request is submitted, a hearing shall be conducted by the Board, except that, if the matter involves an allegation of egregious misconduct as defined in Education Code 44932 and involves a minor, the matter shall be referred to an administrative law judge to determine whether sufficient cause exists for disciplinary action against the employee. (Education Code 45113, 45312)

Dismissal/Suspension/Disciplinary Action (Cont.)

(cf. 3515.3 - District Police/Security Department)

The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board and the availability of legal counsel and witnesses. The employee shall be notified of the time and place of the hearing.

The hearing shall be held in closed session, unless the employee requests that the matter be heard in an open session meeting. (Government Code 54957)

(cf. 9321 - Closed Session)

The employee shall be entitled to appear personally, produce evidence, and be represented by legal counsel.

The Board may use the services of its legal counsel in ruling upon procedural questions, objections to evidence, and issues of law. The Board may review and consider the records of any prior personnel action proceedings against the employee in which a disciplinary action was ultimately sustained and any records contained in the employee's personnel files and introduced into evidence at the hearing. The Board shall not be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made by the Board.

At any time before a matter is submitted to the Board for decision, the Superintendent or designee may, with the consent of the Board, serve on the employee and file with the Board an amended or supplemental recommendation of disciplinary action. If the amended or supplemental recommendation includes new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegation may be made orally at the hearing and shall be noted on the record.

Following the hearing, the Board shall affirm, modify, or reject the disciplinary action recommended by the Superintendent or designee. The decision of the Board shall be in writing and shall contain findings of fact and the disciplinary action approved, if any. The decision of the Board shall be final.

Within 10 working days of the Board's final decision, a copy of the decision shall be delivered to the employee and/or designated representative personally or by registered mail.

In cases involving an allegation of egregious misconduct, the ruling of the administrative law judge shall be binding on the district and the employee. (Education Code 45113)

Legal Reference:

EDUCATION CODE

35161 Delegation of powers and duties

44009 Conviction of specified crimes

44010 Sex offense

44011 "Controlled substance offense" defined

44031 Personnel file

44940 Leave of absence; employee charged with mandatory or optional leave of absence offense

Dismissal/Suspension/Disciplinary Action (Cont.)

44940.5 Compulsory leave of absence; procedures; extension; compensation; bond or security
44990-44994 Testimony of minor witnesses at dismissal or suspension hearings

45101 Definitions (including "disciplinary action," "cause")

45109 Fixing of duties

45113 Rules and regulations for classified service in districts not incorporating the merit system

45123 Employment after conviction of sex or narcotics offense

45124 Dismissal of sexual psychopath

45202 Transfer of accumulated sick leave and other benefits following dismissal

45240-45320 Merit system, classified employees

CODE OF CIVIL PROCEDURE

1286.2 Grounds for vacating decision of arbitrator

GOVERNMENT CODE

11500-11529 Administrative adjudication

12900-12996 Fair Employment and Housing Act

54957 Brown Act open meeting laws; closed session

HEALTH AND SAFETY CODE

11054 Schedule I; substances included

11055 Schedule II, substances included

11056 Schedule III, substances included

11357-11361 Marijuana

11363 Peyote

11364 Opium

11370.1 Possession of controlled substances with a firearm

PENAL CODE

187 Murder

667.5 Sex offenders

830.32 Peace officers employed by district

1192.7 Violent or serious felony

11165.2-11165.6 Child abuse or neglect, definitions

VEHICLE CODE

1808.8 School bus drivers; dismissal for safety-related cause

UNITED STATES CODE, TITLE 42

12101-12213 Americans with Disabilities Act

COURT DECISIONS

California School Employees Association v. Bonita Unified School District, (2008) No. B200141

California School Employees v. Livingston Union School District, (2007) 149 Cal.App 4th 391

CSEA v. Foothill Community College District, (1975) 52 Cal.App. 3rd 150, 155-156, 124 Cal.

Rptr 830

Adopted: 2/21/07

Amended: 1/21/09

Personnel

Dismissal/Suspension/Disciplinary Action

Causes for Disciplinary Action

A permanent classified employee may be subject to suspension, demotion, involuntary reassignment, or dismissal for one or more of the following causes:

1. Immoral conduct, including, but not limited to, egregious misconduct that is the basis for a sex offense as defined in Education Code 44010, a controlled substance offense as defined in Education Code 44011, or child abuse and neglect as described in Penal Code 11165.2-11165.6

(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)
(cf. 4119.24/4219.24/4319.24 - Maintaining Appropriate Adult-Student Interactions)
(cf. 5141.4 - Child Abuse Prevention and Reporting)
2. Conduct that constitutes a violent or serious felony as defined in Penal Code 667.5(c) or 1192.7(c)
3. Unlawful discrimination, including harassment, against any student or other employee

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
4. Violation of or refusal to obey state or federal law or regulation, Board policy, or district or school procedure
5. Falsification of any information supplied to the district, including, but not limited to, information supplied on application forms, employment records, or any other school district records
6. Unsatisfactory performance
7. Unprofessional conduct
8. Dishonesty
9. Neglect of duty or absence without leave
10. Insubordination
11. Use of alcohol or a controlled substance while on duty or in such close time proximity thereto as to affect the employee's performance

(cf. 4020 - Drug and Alcohol-Free Workplace)
(cf. 4112.41/4212.41/4312.41 - Employee Drug Testing)
(cf. 4112.42/4212.42/4312.42 - Drug and Alcohol Testing for School Bus Drivers)
(cf. 4159/4259/4359 - Employee Assistance Program)
12. Destruction or misuse of district property

Dismissal/Suspension/Disciplinary Action (Cont.)

(cf. 4040 - Employee Use of Technology)

13. Failure to fulfill any ongoing condition of employment including, but not limited to, maintenance of any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position

(cf. 4112.4/4212.4/4312.4 - Health Examinations)

(cf. 4212 - Appointment and Conditions of Employment)

14. A physical or mental condition which precludes the employee from the proper performance of duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4032 - Reasonable Accommodation)

15. Retaliation against any person who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on or directly related to the job

(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)

16. Violation of Education Code 45303 or Government Code 1028 (advocacy of communism)

17. Any other misconduct which is of such nature that it causes discredit or injury to the district or the employee's position

An employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for acting to protect a student, or for refusing to infringe on a student's protected conduct, when that student is exercising free speech or press rights pursuant to Education Code 48907 or 48950. (Education Code 48907, 48950)

(cf. 5145.2 - Freedom of Speech/Expression)

No disciplinary action shall be taken for any cause which arose before the employee became permanent, nor for any cause which arose more than two years before the date of the filing of the notice of cause unless this cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee would have disclosed the facts to the district. (Education Code 45113)

(cf. 4216 - Probationary/Permanent Status)

Initiation and Notification of Charges

The Superintendent or designee shall file any recommendation for a disciplinary action in writing with the Governing Board. A copy of the recommendation shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the employee's last known address.

Dismissal/Suspension/Disciplinary Action (Cont.)

The notice shall, in ordinary and concise language, inform the employee of the specific charge(s) or cause(s) for the disciplinary action, the specific acts and omissions upon which the action is based, and, if applicable, the district rule or regulation that the employee has allegedly violated. In addition, the notice shall include the employee's right to a hearing on those charges, the time within which the hearing may be requested which shall be not less than five days after service of the notice to the employee, and a card or paper which the employee may sign and file to deny the charges and request a hearing. (Education Code 45113, 45116)

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

Request for Hearing

Within the time specified in the notice of the recommendation of disciplinary action, the employee may request a hearing on the charges by signing and filing the card or paper included with the notice. (Education Code 45113)

Any other written document signed and appropriately filed within the specified time limit by the employee shall constitute a sufficient notice of the request for a hearing. The request shall be delivered to the office of the Superintendent or designee during normal work hours of that office. If mailed to the office of the Superintendent or designee, it must be received or postmarked no later than the time limit specified by the district. In cases where an order of suspension without pay has been issued in conjunction with a recommendation of dismissal, any request for a hearing on the dismissal shall also constitute a request to hear the suspension order, and the necessity of the suspension order shall be an issue in the hearing.

Employment Status Pending a Hearing

A classified employee against whom a recommendation of disciplinary action has been issued shall remain on active duty status pending any hearing on the charges, unless the Superintendent or designee determines that the employee's continuance in active duty would present an unreasonable risk of harm to students, staff, or property. The Superintendent or designee may, in writing, order the employee immediately suspended from duty without pay and shall state the reasons that the suspension is deemed necessary. The suspension order shall be served upon the employee either personally or by registered or certified mail, return receipt requested, immediately after issuance.

Compulsory Leave of Absence

Upon being informed by law enforcement that a classified employee has been charged with a "mandatory leave of absence offense," the Superintendent or designee shall immediately place the employee on a leave of absence. A mandatory leave of absence offense includes:

1. Any sex offense as defined in Education Code 44010
2. Violation or attempted violation of Penal Code 187 (murder or attempted murder)
3. Any offense involving the unlawful sale, use, or exchange to minors of controlled substances as listed in Health and Safety Code 11054, 11055, and 11056

Dismissal/Suspension/Disciplinary Action (Cont.)

The Superintendent or designee may place on an immediate compulsory leave of absence a classified employee who is charged with an "optional leave of absence offense," defined as a controlled substance offense specified in Education Code 44011 and Health and Safety Code 11357-11361, 11363, 11364, and 11370.1 except as it relates to marijuana, mescaline, peyote, or tetrahydrocannabinols.

An employee's compulsory leave for a mandatory or optional leave of absence offense may extend for not more than 10 days after the entry of judgment in the criminal proceedings. However, the compulsory leave may be extended if the Board gives notice, within 10 days after the entry of judgment in the proceedings, that the employee will be dismissed within 30 days from the date of service of the notice unless the employee demands a hearing on the dismissal.

Adopted: 2/21/07
Amended: 1/21/09

Students

Gangs

The Governing Board desires to keep district schools free from the threats or harmful influence of any groups who exhibit behavior disruptive to the school environment and/or the safety and well-being of students. The Board additionally desires to provide support and intervention to students who are members of gangs to enable them to successfully disengage from gang involvement and be successful in school.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 3513.4 - Drug and Alcohol Free Schools)
(cf. 5131.4 - Student Disturbances)
(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 5131.7 - Weapons and Dangerous Instruments)
(cf. 5137 - Positive School Climate)

The Superintendent or designee shall develop strategies for gang prevention that address the reasons that students may become involved in gangs, including the identity, recognition, or status achieved as being part of a gang, protection from gang violence in the community, the need for companionship and an extended family, intimidation to join a gang, desire to join a gang to be in a position to intimidate others, and/or connection with criminal activity.

Gang violence prevention shall start as early as possible and include, but not be limited to, age-appropriate education that focuses on developing emotional and social competence, increasing prosocial peer bonds, strengthening attachment and commitment to school, and enhancing cooperative learning skills. Prevention shall also include improving parent/guardian involvement in and support for their children's academic progress, as well as ongoing gang awareness education for parents/guardians, including gang identifiers.

(cf. 5020 - Parent Involvement)
(cf. 6164.2 - Guidance/Counseling Services)

The Superintendent or designee shall take steps to deter gang activity on school campuses, including threats and intimidation of students and staff, recruitment or intimidation of students to join gangs, bullying, fighting, criminal activities, and confrontations between members of different gangs.

(cf. 5131.2 - Bullying)

The Superintendent or designee shall ensure that school rules of conduct and any school dress code prohibiting gang-related apparel are enforced consistently. If a student exhibits signs of gang affiliation, staff shall so inform the principal or designee and the student's parent/guardian.

(cf. 5132 - Dress and Grooming)

The Superintendent or designee shall provide in-service training which helps staff to identify gangs and gang symbols, recognize early manifestations of disruptive activities, and respond appropriately to gang behavior. Staff shall be informed about conflict management techniques and alerted to intervention measures and community resources. The Superintendent or designee shall also provide staff development on social and emotional learning, classroom management, interactive teaching, and cooperative learning skills.

Gangs (Cont.)

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

The Superintendent or designee may consider gang activity prevention and intervention when developing programs outside of the school day.

(cf. 5148 - Child Care and Development)
(cf. 5148.2 - Preschool/Early Childhood Education)
(cf. 5148.3 - Before/After School Programs)
(cf. 6145 - Extracurricular and Co-curricular Activities)
(cf. 6145.2 - Athletic Competition)

The Superintendent or designee shall collaborate with child welfare services, mental health agencies, social services, and local law enforcement authorities in the prevention and intervention of gang activity.

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

Legal Reference:

EDUCATION CODE

32282 School safety plans
35183 Gang-related apparel
48907 Student exercise of free expression
48950 Student freedom of speech
51264 Educational in-service training; CDE guidelines
51265 Gang violence and drug and alcohol abuse prevention in-service training
51266-51266.5 Model gang and substance abuse prevention curriculum

PENAL CODE

186.22 Participation in criminal street gang
13826-13826.7 Gang violence suppression

UNITED STATES CODE, TITLE 20

7101-7122 Student Support and Academic Enrichment Grants

Management Resources:

LOS ANGELES POLICE DEPARTMENT PUBLICATIONS

Why Young People Join Gangs

NATIONAL GANG CENTER PUBLICATIONS

Strategic Planning Tool

Gangs in Schools, March 2019

Parents' Guide to Gangs, July 2015

WEB SITES

California Cities Gang Prevention Network: <http://www.ccgpn.org>

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

Gang Resistance Education and Training: <http://www.great-online.org/GREAT-Home>

Los Angeles Police Department, Gangs:

http://www.lapdonline.org/get_informed/content_basic_view/1396

Homeboy Industries: <http://homeboyindustries.org>

National Gang Center: <http://www.nationalgangcenter.gov>

Adopted: 8/15/07

Amended:

Students

Gangs

Prevention, Intervention, and Suppression Measures

The Superintendent or designee shall become informed of the gang history in the district and community, conduct assessments of current gang activity at the school sites, and document and follow up on gang-related incidents.

In order to discourage the influence of gangs, the following measures shall be implemented:

1. Any student suspected of gang affiliation based on the display of behavior, gestures, apparel, or paraphernalia shall be referred to the principal or designee, and the following actions taken, as appropriate:
 - a. The student's parent/guardian shall be contacted and may be asked to meet with school staff in order to proactively address the concern and be included as part of the solution.
 - b. The student may be sent home to change clothes if necessary.
(cf. 5132 - Dress and Grooming)
 - c. The student's behaviors and progress in school shall be documented, including attendance and grades.
(cf. 5113 - Absences and Excuses)
(cf. 5113.1 - Chronic Absence and Truancy)
(cf. 5113.11 - Attendance Supervision)
(cf. 5113.12 - District School Attendance Review Board)
(cf. 6164.2 - Guidance/Counseling Services)
 - d. Intervention techniques such as mentoring, academic support, and a system of wraparound support service shall be implemented to help the student disengage from gang involvement.
 - e. Consistent and graduated discipline and accountability shall be implemented when appropriate and combined with positive support using conflict-resolution strategies and other restorative justice practices demonstrated to be effective with gang-involved youth.
 - f. Students shall be offered help in rejecting gang associations, including possible referral to community-based gang suppression and prevention organizations.
 - g. Law enforcement shall be notified if the student is suspected of being involved in gangs.
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
2. Any graffiti on school premises shall be removed, washed down, or painted over as soon as discovered. Graffiti shall be documented and photographed before it is removed. These photographs shall be shared with local law enforcement authorities and used in future disciplinary or criminal action against the offenders. This information can also be used to determine whether a threat or incident is imminent.

Gangs (Cont.)

(cf. 3515 - Campus Security)
(cf. 5131.5 - Vandalism and Graffiti)

3. Classroom and after-school programs may include gang prevention lessons that are taught jointly by teachers, counselors, law enforcement, and/or other organizations that are knowledgeable about gang prevention and shall:

- a. Provide social and emotional learning designed to enhance individual self-esteem, provide positive reinforcement for acceptable behavior, and foster interest in a variety of constructive activities
- b. Explain the dangers of gang membership
- c. Provide counseling for targeted at-risk students
- d. Include lessons or role-playing workshops in gang avoidance skills and nonviolent conflict resolution, including communication skills, anti-bullying, anger management, acceptance, and mediation skills

(cf. 5131.2 - Bullying)

- e. Assign individual gang members to cooperative learning groups in which they may work toward common goals with students who are not members of their gang
- f. Provide school-to-career instruction
- g. Provide positive interaction with local law enforcement

(cf. 5137 - Positive School Climate)

4. Staff shall actively promote membership in authorized school clubs and student organizations, sports and cultural activities and affiliations with the local community, and community service projects which can provide students companionship, safety, and a sense of purpose and belonging.

(cf. 6142.4 - Service Learning/Community Service Classes)
(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)

Parent/Guardian and Community Outreach

The Superintendent or designee may offer gang prevention classes or counseling for parents/guardians which may address the following topics:

1. The reasons students join gangs
2. The dangers and consequences of gang membership
3. Warning signs which may indicate that students are at risk of becoming involved with gangs, including the use of social media for gang communication and promotion

Students

Gangs

4. The nature of local gang apparel and graffiti
5. Effective parenting techniques and planning family time
6. Conflict resolution techniques

In addition, the Superintendent or designee may offer community programs that address the scope and nature of local gang problems and strategies by which each segment of the community may alleviate gang problems.

Students

Discipline

The Governing Board is committed to providing a safe, supportive, and positive school environment which is conducive to student learning and achievement and desires to prepare students for responsible citizenship by fostering self-discipline and personal responsibility. The Board believes that high expectations for student behavior, use of effective school and classroom management strategies, provision of appropriate intervention and support, and parent/guardian involvement can minimize the need for disciplinary measures that exclude students from instruction as a means for correcting student misbehavior.

(cf. 5113.1 - Chronic Absence and Truancy)
 (cf. 5131 - Conduct)
 (cf. 5131.1 - Bus Conduct)
 (cf. 5131.2 - Bullying)
 (cf. 5137 - Positive School Climate)
 (cf. 5145.9 - Hate-Motivated Behavior)
 (cf. 6020 - Parent Involvement)

The Superintendent or designee shall develop effective, age-appropriate strategies for maintaining a positive school climate and correcting student misbehavior at district schools. The strategies shall focus on providing students with needed supports; communicating clear, appropriate, and consistent expectations and consequences for student conduct; and ensuring equity and continuous improvement in the implementation of district discipline policies and practices.

(cf. 5138 - Conflict Resolution/Peer Mediation)
 (cf. 6164.2 - Guidance/Counseling Services)

In addition, the Superintendent or designee's strategies for correcting student misconduct shall reflect the Board's preference for the use of positive interventions and alternative disciplinary measures over exclusionary discipline measures.

Disciplinary measures that may result in loss of instructional time or cause students to be disengaged from school, such as detention, suspension, and expulsion, shall be imposed only when required or permitted by law or when other means of correction have been documented to have failed.
 (Education Code 48900.5)

(cf. 5020 - Parent Rights and Responsibilities)
 (cf. 5144.1 - Suspension and Expulsion/Due Process)
 (cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
 (cf. 6159.4 - Behavioral Interventions for Special Education Students)
 (cf. 6164.5 - Student Success Teams)

School personnel and volunteers shall not allow any disciplinary action taken against a student to result in the denial or delay of a school meal. (Education Code 49557.5)

(cf. 3550 - Food Service/Child Nutrition Program)
 (cf. 3551 - Food Service Operations/Cafeteria Fund)
 (cf. 3553 - Free and Reduced Price Meals)

Discipline (Cont.)

Seclusion and behavioral restraint are prohibited as a means of discipline and shall not be used to correct student behavior except as permitted pursuant to Education Code 49005.4 and in accordance with district regulations. (Education Code 49005.2)

(cf. 5131.41 - Use of Seclusion and Restraint)

The Superintendent or designee shall create a model discipline matrix that lists violations and the consequences for each as allowed by law.

The administrative staff at each school may develop disciplinary rules to meet the school's particular needs consistent with law, Board policy, and district regulations. The Board, at an open meeting, shall review the approved school discipline rules for consistency with Board policy and state law. Site-level disciplinary rules shall be included in the district's comprehensive safety plan. (Education Code 32282, 35291.5)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 9320 - Meetings and Notices)

At all times, the safety of students and staff and the maintenance of an orderly school environment shall be priorities in determining appropriate discipline. When misconduct occurs, staff shall attempt to identify the causes of the student's behavior and implement appropriate discipline. When choosing between different disciplinary strategies, staff shall consider the effect of each option on the student's health, well-being, and opportunity to learn.

Staff shall enforce disciplinary rules fairly, consistently, and in accordance with the district's nondiscrimination policies.

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

(cf. 0415 - Equity)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

The Superintendent or designee shall provide professional development as necessary to assist staff in developing the skills needed to effectively and equitably implement the disciplinary strategies adopted for district schools, including, but not limited to, knowledge of school and classroom management skills and their consistent application, effective accountability and positive intervention techniques, and the tools to form strong, cooperative relationships with parents/guardians.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

District goals for improving school climate, based on suspension and expulsion rates, surveys of students, staff, and parents/guardians regarding their sense of school safety and connectedness to the school community, and other local measures, shall be included in the district's local control and accountability plan, as required by law.

(cf. 0460 - Local Control and Accountability Plan)

(cf. 3100 - Budget)

Discipline (Cont.)

At the beginning of each school year, the Superintendent or designee shall report to the Board regarding disciplinary strategies used in district schools in the immediately preceding school year and their effect on student learning.

Legal Reference:

EDUCATION CODE

32280-32289 School safety plans

35146 Closed sessions

35291 Rules

35291.5-35291.7 School-adopted discipline rules

37223 Weekend classes

44807.5 Restriction from recess

48900-48926 Suspension and expulsion

48980-48985 Notification of parent/guardian

49005-49006.4 Seclusion and restraint

49330-49335 Injurious objects

49550-49564.5 Meals for needy students

52060-52077 Local control and accountability plan

CIVIL CODE

1714.1 Parental liability for child's misconduct

CODE OF REGULATIONS, TITLE 5

307 Participation in school activities until departure of bus

353 Detention after school

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities Education Act

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

1751-1769j School Lunch Program

1773 School Breakfast Program

Management Resources:

CSBA PUBLICATIONS

Recent Legislation on Discipline: AB 240, Fact Sheet, March 2015

The Case for Reducing Out-of-School Suspensions and Expulsions, Fact Sheet, April 2014

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

Maximizing Opportunities for Physical Activity during the School Day, Fact Sheet, 2009

CALIFORNIA DEPARTMENT OF EDUCATION PROGRAM ADVISORIES

Classroom Management: A California Resource Guide for Teachers and Administrators of Elementary and Secondary Schools, 2000

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

Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014

WEB SITES

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

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

Public Counsel: <http://www.fixschooldiscipline.org>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

Adopted: 4/78

Amended: 3/16/83, 3/7/84, 2/7/01, 2/21/07, 10/19/11, 2/20/13, 11/5/14, 2/28/18

Students

Discipline

Site-Level Rules

Site-level rules shall be consistent with state law and Board policies and administrative regulations. In developing site-level disciplinary rules, the principal or designee shall solicit the participation, views, and advice of one representative selected by each of the following groups: (Education Code 35291.5)

1. Parents/guardians
2. Teachers
3. School administrators
4. School security personnel, if any
(cf. 3515.3 - District Police/Security Department)
5. For junior high and high schools, students enrolled in the school

Annually, site-level discipline rules shall be reviewed and, if necessary, updated to align with any changes in state law, district discipline policies and regulations, and/or goals for school safety and climate as specified in the district's local control and accountability plan. A copy of the rules shall be filed with the Superintendent or designee for inclusion in the comprehensive safety plan.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 0460 - Local Control and Accountability Plan)

School rules shall be communicated to students clearly and in an age-appropriate manner.

It shall be the duty of each employee of the school to enforce the school rules on student discipline. (Education Code 35291.5)

Disciplinary Strategies

To the extent possible, staff shall use disciplinary strategies that keep students in school and participating in the instructional program. Except when students' presence causes a danger to themselves or others or they commit a single act of a grave nature or an offense for which suspension or expulsion is required by law, suspension or expulsion shall be used only when other means of correction have failed to bring about proper conduct. Disciplinary strategies may include, but are not limited to:

1. Discussion or conference between school staff and the student and parents/guardians
(cf. 5020 - Parent Rights and Responsibilities)
(cf. 6020 - Parent Involvement)
2. Referral of the student to the school counselor or other school support service personnel for case management and counseling

Discipline (Cont.)

(cf. 5138 - Conflict Resolution/Peer Mediation)
(cf. 6164.2 - Guidance/Counseling Services)

3. Convening of a study team, guidance team, resource panel, or other intervention-related team to assess the behavior and develop and implement an individual plan to address the behavior in partnership with the student and parents/guardians

(cf. 6164.5 - Student Success Teams)

4. When applicable, referral for a comprehensive psychosocial or psychoeducational assessment, including for purposes of creating an individualized education program or a Section 504 plan

(cf. 6159 - Individualized Education Program)
(cf. 6164.6 - Identification and Education under Section 504)

5. Enrollment in a program for teaching prosocial behavior or anger management
6. Participation in a restorative justice program
7. A positive behavior support approach with tiered interventions that occur during the school day on campus
8. Participation in a social and emotional learning program that teaches students the ability to understand and manage emotions, develop caring and concern for others, make responsible decisions, establish positive relationships, and handle challenging situations capably
9. Participation in a program that is sensitive to the traumas experienced by students, focuses on students' behavioral health needs, and addresses those needs in a proactive manner
10. After-school programs that address specific behavioral issues or expose students to positive activities and behaviors, including, but not limited to, those operated in collaboration with local parent and community groups

(cf. 5148.2 - Before/After School Programs)

11. Recess restriction as provided in the section below entitled "Recess Restriction"
12. Detention after school hours as provided in the section below entitled "Detention After School"
13. Community service as provided in the section below entitled "Community Service"
14. In accordance with Board policy and administrative regulation, restriction or disqualification from participation in extracurricular activities

(cf. 6145 - Extracurricular/Co-curricular Activities)

15. Reassignment to an alternative educational environment

Discipline (Cont.)

- (cf. 6158 - Independent Study)
- (cf. 6181 - Alternative Schools/Programs of Choice)
- (cf. 6184 - Continuation Education)
- (cf. 6185 - Community Day School)

16. Suspension and expulsion in accordance with law, Board policy, and administrative regulation

- (cf. 5144.1 - Suspension and Expulsion/Due Process)
- (cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

When, by law or district policy, other means of correction are required to be implemented before a student could be suspended or expelled, any other means of correction implemented shall be documented and retained in the student's records. (Education Code 48900.5)

(cf. 5125 - Student Records)

Break Restriction

Teachers may restrict a student's break time only when they believe that this action is the most effective way to bring about improved behavior. When break restriction involves the withholding of physical activity from a student, teachers shall try other disciplinary measures before imposing the restriction. Break restriction shall be subject to the following conditions:

1. The student shall be given adequate time to use the restroom and get a drink or eat lunch, as appropriate.
2. The student shall remain under a certificated employee's supervision during the period of restriction.
3. The student's teacher shall inform the principal of any break restrictions imposed.

- (cf. 5030 - Student Wellness)
- (cf. 6142.7 - Physical Education and Activity)

Detention After School

Students may be detained for disciplinary reasons for up to one hour after the close of the maximum school day, or until the departure of the school bus to which they have been assigned if applicable. (5 CCR 307, 353)

The student shall not be detained unless the principal or designee notifies the parent/guardian.

Students shall remain under the supervision of a certificated employee during the period of detention.

Students may be offered the choice of serving their detention on Saturday rather than after school.

(cf. 6176 - Weekend/Saturday Classes)

Discipline (Cont.)

Community Service

As part of or instead of disciplinary action, the Board, Superintendent, principal, or principal's designee may require a student to perform community service during non-school hours on school grounds or, with written permission of the student's parent/guardian, off school grounds. Such service may include, but is not limited to, community or school outdoor beautification, community or campus betterment, and teacher, peer, or youth assistance programs. (Education Code 48900.6)

This community service option is not available for a student who has been suspended, pending expulsion, pursuant to Education Code 48915. However, if the recommended expulsion is not implemented or the expulsion itself is suspended, then the student may be required to perform community service for the resulting suspension. (Education Code 48900.6)

Notice to Parents/Guardians and Students

At the beginning of the school year, the Superintendent or designee shall notify parents/guardians, in writing, about the availability of district rules related to discipline. (Education Code 35291, 48980)

(cf. 5145.6 - Parental Notifications)

The Superintendent or designee shall also provide written notice of disciplinary rules to transfer students at the time of their enrollment in the district.

Adopted: 4/78

Amended: 3/7/84, 2/7/01, 2/21/07, 10/19/11, 2/20/13, 11/5/14, 2/28/18

Students

Married/Pregnant/Parenting Students

The Governing Board recognizes that responsibilities related to marriage, pregnancy, or parenting and related responsibilities may disrupt a student's education and increase the chance of a student dropping out of school. The Board therefore desires to support married, pregnant, and parenting students to continue their education, attain strong academic and parenting skills, and promote the healthy development of their children.

(cf. 5113.1 - Chronic Absence and Truancy)
(cf. 5147 - Dropout Prevention)
(cf. 6011 - Academic Standards)
(cf. 6164.5 - Student Success Teams)

The district shall not exclude or deny any student from any educational program or activity, including any class or extracurricular activity, solely on the basis of the student's pregnancy, childbirth, false pregnancy, termination of pregnancy, or related recovery. In addition, the district shall not adopt any rule concerning a student's actual or potential parental, family, or marital status that treats students differently on the basis of sex. (Education Code 221.51, 230; 5 CCR 4950; 34 CFR 106.40)

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

The Superintendent or designee shall annually notify parents/guardians at the beginning of the school year of the rights and options available to pregnant and parenting students under the law. In addition, pregnant and parenting students shall be notified of the rights and options available to them under the law through annual school year welcome packets and through independent study packets. (Education Code 222.5, 48980)

(cf. 5145.6 - Parental Notifications)

For school-related purposes, a student under the age of 18 years who enters into a valid marriage shall have all the rights and privileges of students who are 18 years old, even if the marriage has been dissolved. (Family Code 7002)

Education and Support Services for Pregnant and Parenting Students

Pregnant and parenting students shall retain the right to participate in the regular education program or an alternative education program. The classroom setting shall be the preferred instructional strategy unless an alternative is necessary to meet the needs of the student and/or the student's child.

(cf. 6158 - Independent Study)
(cf. 6181 - Alternative Schools/Programs of Choice)
(cf. 6184 - Continuation Education)
(cf. 6200 - Adult Education)

Any alternative education program, activity, or course that is offered separately to pregnant or parenting students, including any class or extracurricular activity, shall be equal to that offered to other district students. A student's participation in such programs shall be voluntary. (Education Code 221.51; 5 CCR 4950)

Married/Pregnant/Parenting Students (Cont.)

If required for students with any other temporary disabling condition, the Superintendent or designee may require a student, based on pregnancy, childbirth, false pregnancy, termination of pregnancy, or related recovery, to obtain certification from a physician or nurse practitioner indicating that the student is physically and emotionally able to continue participation in the regular education program or activity. (Education Code 221.51; 5 CCR 4950; 34 CFR 106.40)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6145 - Extracurricular and Co-curricular Activities)

(cf. 6183 - Home and Hospital Instruction)

To the extent feasible, the district shall provide educational and related support services, either directly or in collaboration with community agencies and organizations, to meet the needs of pregnant and parenting students and their children. Such services may include, but are not limited to:

1. Child care and development services for the children of parenting students on or near school site(s) during the school day and during school-sponsored activities

(cf. 5148 - Child Care and Development)

2. Parenting education and life skills instruction

3. Special school nutrition supplements for pregnant and lactating students pursuant to Education Code 49553, 42 USC 1786, and 7 CFR 246.1-246.28

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 5030 - Student Wellness)

4. Health care services, including prenatal care

(cf. 5141.6 - School Health Services)

5. Tobacco, alcohol, and/or drug prevention and intervention services

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5131.62 - Tobacco)

6. Academic and personal counseling

(cf. 6164.2 - Guidance/Counseling Services)

7. Supplemental instruction to assist students in achieving grade-level academic standards and progressing toward graduation

(cf. 6179 - Supplemental Instruction)

As appropriate, teachers, administrators, and/or other personnel who work with pregnant and parenting students shall receive related professional development.

Married/Pregnant/Parenting Students (Cont.)

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

Absences

Pregnant or parenting students may be excused for absences for medical appointments and other purposes specified in BP/AR 5113 - Absences and Excuses.

A student shall be excused for absences to care for a sick child for whom the student is the custodial parent. A note from a physician shall not be required for such an absence. (Education Code 48205)

(cf. 5113 - Absences and Excuses)

Parental Leave

A pregnant or parenting student shall be entitled to eight weeks of parental leave in order to protect the health of the student who gives or expects to give birth and the infant, and to allow the pregnant or parenting student to care for and bond with the infant. Such leave may be taken before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction. The Superintendent or designee may grant parental leave beyond eight weeks if deemed medically necessary by the student's physician. (Education Code 46015; 34 CFR 106.40)

The student, if age 18 years or older, or the student's parent/guardian shall notify the school of the student's intent to take parental leave. No student shall be required to take all or part of the parental leave. (Education Code 46015)

When a student takes parental leave, the attendance supervisor shall ensure that absences from the regular school program are excused until the student is able to return to the regular school program or an alternative education program. A pregnant or parenting student shall not be required to complete academic work or other school requirements during the period of the parental leave. (Education Code 46015)

(cf. 5113.11 - Attendance Supervision)

Following the leave, a pregnant or parenting student may elect to return to the school and the course of study in which the student was enrolled before taking parental leave or to an alternative education option provided by the district. Upon return to school, a pregnant or parenting student shall have opportunities to make up work missed during the leave, including, but not limited to, makeup work plans and reenrollment in courses. (Education Code 46015)

When necessary to complete high school graduation requirements, the student may remain enrolled in school for a fifth year of instruction, unless the Superintendent or designee makes a finding that the student is reasonably able to complete district graduation requirements in time to graduate by the end of the fourth year of high school. (Education Code 46015)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.11 - Alternative Credits Toward Graduation)

(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)

Married/Pregnant/Parenting Students (Cont.)

Accommodations

When necessary, the district shall provide accommodations to enable a pregnant or parenting student to access the educational program.

A pregnant student shall have access to any services available to other students with temporary disabilities or medical conditions. (34 CFR 106.40)

The school shall provide reasonable accommodations to any lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. A student shall not incur an academic penalty for using any of these reasonable accommodations, and shall be provided the opportunity to make up any work missed due to such use. Reasonable accommodations include, but are not limited to: (Education Code 222)

1. Access to a private and secure room, other than a restroom, to express breast milk or breastfeed an infant child
2. Permission to bring onto a school campus a breast pump and any other equipment used to express breast milk
3. Access to a power source for a breast pump or any other equipment used to express breast milk
4. Access to a place to store expressed breast milk safely
5. A reasonable amount of time to accommodate the student's need to express breast milk or breastfeed an infant child

Complaints

Any complaint alleging discrimination on the basis of pregnancy or marital or parental status, district noncompliance with the requirements of Education Code 46015, or district noncompliance with the requirement to provide reasonable accommodations for lactating students shall be addressed through the district's uniform complaint procedures in accordance with 5 CCR 4600-4670 and BP/AR 1312.3 - Uniform Complaint Procedures. A complainant who is not satisfied with the district's decision may appeal the decision to the California Department of Education (CDE). If the district or CDE finds merit in an appeal, the district shall provide a remedy to the affected student. (Education Code 222, 46015; 5 CCR 4600- 4670)

(cf. 1312.3 - Uniform Complaint Procedures)

Program Evaluation

The Superintendent or designee shall periodically report to the Board regarding the effectiveness of district strategies to support married, pregnant, and parenting students, which may include data on student participation in district programs and services, academic achievement, school attendance, graduation rate, and/or student feedback on district programs and services.

Married/Pregnant/Parenting Students (Cont.)

(cf. 0500 - Accountability)
(cf. 6162.5 - Student Assessment)
(cf. 6190 - Evaluation of the Instructional Program)

Legal Reference:

EDUCATION CODE

221.51 Nondiscrimination; married, pregnant, and parenting students
222 Reasonable accommodations; lactating students
222.5 Pregnant and parenting students, notification of rights
230 Sex discrimination
8200-8498 Child Care and Development Services Act
46015 Parental leave
48205 Excused absences
48206.3 Temporary disability, definition
48220 Compulsory education requirement
48410 Persons exempted from continuation classes
48980 Parental notifications
49553 Nutrition supplements for pregnant/lactating students
51220.5 Parenting skills and education
51745 Independent study
52610.5 Enrollment of pregnant and parenting students in adult education

CIVIL CODE

51 Unruh Civil Rights Act

FAMILY CODE

7002 Description of emancipated minor

HEALTH AND SAFETY CODE

104460 Tobacco prevention services for pregnant and parenting students

CODE OF REGULATIONS, TITLE 5

4600-4670 Uniform complaint procedures
4950 Nondiscrimination, marital and parental status

CODE OF REGULATIONS, TITLE 22

101151-101239.2 General licensing requirements for child care centers
101351-101439.1 Infant care centers

UNITED STATES CODE, TITLE 20

1681-1688 Title IX, Education Act Amendments

UNITED STATES CODE, TITLE 42

1786 Special supplemental nutrition program for women, infants, and children

CODE OF FEDERAL REGULATIONS, TITLE 7

246.1-246.28 Special supplemental nutrition program for women, infants, and children

CODE OF FEDERAL REGULATIONS, TITLE 34

106.40 Marital or parental status

ATTORNEY GENERAL OPINIONS

87 Ops.Cal.Atty.Gen. 168 (2004)

COURT DECISIONS

American Academy of Pediatrics et al v. Lungren et al (1997) 16 Cal.4th 307

Management Resources:

Married/Pregnant/Parenting Students (Cont.)

CALIFORNIA WOMEN'S LAW CENTER PUBLICATIONS

Pregnant Students and Confidential Medical Services, 2013

Educational Rights of Pregnant and Parenting Teens: Title IX and California State Law Requirements, 2012

The Civil Rights of Pregnant and Parenting Teens in California Schools, 2002

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Supporting the Academic Success of Pregnant and Parenting Students under Title IX of the Education Amendments of 1972, rev. June 2013

WEB SITES

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

California Women's Law Center: <http://www.cwlc.org>

U.S. Department of Agriculture, Women, Infants, and Children Program:

<http://www.fns.usda.gov/wic>

U.S. Department of Education: <http://www.ed.gov>

Board Bylaws

Closed Session Actions and Reports

The Governing Board is committed to complying with state open meeting laws and modeling transparency in its conduct of district business. The Board shall hold a closed session during a regular, special, or emergency meeting only for purposes authorized by law.

Each agenda shall contain a general description of each closed session item to be discussed at the meeting, as required by law and specified below. (Government Code 54954.2)

(cf. 9320 - Meetings and Notices)

(cf. 9322 - Agenda/Meeting Materials)

In the open session preceding the closed session, the Board shall disclose the items to be discussed in closed session. In the closed session, the Board may consider only those matters covered in its statement. (Government Code 54957.7)

After the closed session, the Board shall reconvene in open session before adjourning the meeting and, when applicable, shall publicly disclose any action taken in the closed session, the votes or abstentions thereon, and other disclosures specified below that are applicable to the matter being addressed. Such reports may be made in writing or orally at the location announced in the agenda for the closed session. (Education Code 32281; Government Code 54957.1, 54957.7)

When an action taken during a closed session involves final approval or adoption of a document such as a contract or settlement agreement, the Superintendent or designee shall provide a copy of the document to any person present at the conclusion of the closed session who submitted a written request. If the action taken results in one or more substantive amendments, the Superintendent or designee shall make the document available the next business day or when the necessary retyping is completed. Whenever copies of an approved agreement will not be immediately released due to an amendment, the Board president shall orally summarize the substance of the amendment for those present at the end of the closed session. (Government Code 54957.1)

Confidentiality

A Board member shall not disclose confidential information received in closed session unless the Board authorizes the disclosure of that information. (Government Code 54963)

(cf. 9011 - Disclosure of Confidential/Privileged Information)

The Board shall not disclose any information that is protected by state or federal law. In addition, no victim or alleged victim of tortious sexual conduct or child abuse shall be identified in any Board agenda, notice, announcement, or report required by the Brown Act, unless the identity of the person has previously been publicly disclosed. (Government Code 54957.7, 54961)

(cf. 1340 - Access to District Records)

Closed Session Actions and Reports (Cont.)

Personnel Matters

The Board may hold a closed session under the "personnel exception" to consider the appointment, employment, performance evaluation, discipline, or dismissal of an employee. Such a closed session shall not include discussion or action on proposed compensation except for a reduction of compensation that results from the imposition of discipline. (Government Code 54957)

(cf. 2140 - Evaluation of the Superintendent)
(cf. 4115 - Evaluation/Supervision)
(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4215 - Evaluation/Supervision)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
(cf. 4315 - Evaluation/Supervision)

The Board may also hold a closed session to hear complaints or charges brought against an employee by another person or employee, unless the employee who is the subject of the complaint requests an open session. Before the Board holds a closed session on specific complaints or charges brought against an employee, the employee shall receive written notice of the right to have the complaints or charges heard in open session if desired. This notice shall be delivered personally or by mail at least 24 hours before the time of the session. (Government Code 54957)

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

The Board may hold a closed session to discuss an employee's application for early withdrawal of funds in a deferred compensation plan when the application is based on financial hardship arising from an unforeseeable emergency due to illness, accident, casualty, or other extraordinary event, as specified in the deferred compensation plan. (Government Code 54957.10)

Agenda items related to district employee appointments and employment shall describe the position to be filled. Agenda items related to performance evaluations shall specify the title of the employee being reviewed. Agenda items related to employee discipline, dismissal, or release require no additional information. (Government Code 54954.5)

After the closed session, the Board shall report any action taken to appoint, employ, dismiss, accept the resignation of, or otherwise affect the employment status of a district employee and shall identify the title of the affected position. The report shall be given at the public meeting during which the closed session is held, except that the report of a dismissal or nonrenewal of an employment contract shall be deferred until the first public meeting after administrative remedies, if any, have been exhausted. (Government Code 54957.1)

(cf. 4117.7/4317.7 - Employment Status Reports)

Negotiations/Collective Bargaining

Unless otherwise agreed upon by the parties involved, the following shall not be subject to the open meeting requirements of Brown Act: (Government Code 3549.1)

Closed Session Actions and Reports (Cont.)

1. Any meeting and negotiating discussion between the district and a recognized or certified employee organization
2. Any meeting of a mediator with either party or both parties to the meeting and negotiating process
3. Any hearing, meeting, or investigation conducted by a factfinder or arbitrator
4. Any executive (closed) session of the district or between the district and its designated representative for the purpose of discussing its position regarding any matter within the scope of representation and instructing its designated representatives

(cf. 4140/4240/4340 - Bargaining Units)

(cf. 4143/4243 - Negotiations/Consultation)

(cf. 4143.1/4243.1 - Public Notice - Personnel Negotiations)

The Board may meet in closed session, prior to and during consultations and discussions with representatives of employee organizations and unrepresented employees, to review the Board's position and/or instruct its designated representative(s) regarding salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation. Prior to the closed session, the Board shall identify its designated representative in open session. Any closed session held for this purpose may include discussions of the district's available funds and funding priorities, but only insofar as they relate to providing instructions to the Board's designated representative. Final action on the proposed compensation of one or more unrepresented employees shall not be taken in closed session. (Government Code 54957.6)

(cf. 2121 - Superintendent's Contract)

The Board also may meet in closed session with a state conciliator who has intervened in proceedings regarding any of the purposes enumerated in Government Code 54957.6.

Agenda items related to negotiations shall specify the name(s) of the district's designated representative(s) attending the closed session. If circumstances necessitate the absence of a specified designated representative, an agent or designee may participate in place of the absent representative as long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the organization representing the employee(s) or the position title of the unrepresented employee who is the subject of the negotiations. (Government Code 54954.5)

Approval of an agreement regarding labor negotiations with represented employees pursuant to Government Code 54957.6 shall be reported after the agreement is final and has been accepted or ratified by the other party. This report shall identify the item approved and the other party or parties to the negotiation. (Government Code 54957.1)

Closed Session Actions and Reports (Cont.)

Matters Related to Students

If a public hearing would lead to the disclosure of confidential student information, the Board shall meet in closed session to consider a suspension, disciplinary action, any other action against a student except expulsion, or a challenge to a student record. If a written request for open session is received from the parent/guardian or adult student, the meeting shall be public, except that any discussion at that meeting which may be in conflict with the right to privacy of any student other than the student requesting the public meeting shall be in closed session. (Education Code 35146, 48912, 49070)

(cf. 5117 – Inter-district Attendance)
(cf. 5119 - Students Expelled from Other Districts)
(cf. 5125.3 - Challenging Student Records)
(cf. 5144 - Discipline)

The Board shall meet in closed session to consider the expulsion of a student, unless the student submits a written request at least five days before the date of the hearing that the hearing be held in open session. Regardless of whether the expulsion hearing is conducted in open or closed session, the Board may meet in closed session for the purpose of deliberating and determining whether the student should be expelled. (Education Code 48918)

(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

Agenda items related to student matters shall briefly describe the reason for the closed session, such as "student expulsion hearing" or "grade change appeal," without violating the confidentiality rights of individual students. The student shall not be named on the agenda, but a number may be assigned to the student in order to facilitate record keeping. The agenda shall also state that the Education Code requires closed sessions in these cases in order to prevent the disclosure of confidential student record information.

Final action on a student matter deliberated in closed session shall be taken in open session and shall be a matter of public record. (Education Code 35146, 48918)

(cf. 5125 - Student Records)

However, in taking final action, the Board shall not release any information in violation of student privacy rights provided in 20 USC 1232g or other applicable laws. In an expulsion or other disciplinary action, the cause for the disciplinary action shall be disclosed in open session, but the Board shall refer to the student number or other identifier and shall not disclose the student's name.

Closed Session Actions and Reports (Cont.)

Security Matters

The Board may meet in closed session with the Governor, Attorney General, district attorney, district legal counsel, sheriff or chief of police, or their respective deputies, or a security consultant or a security operations manager, on matters posing a threat to the security of public buildings; to the security of essential public services, including water, drinking water, wastewater treatment, natural gas service, and electric service; or to the public's right of access to public services or public facilities. Such discussions may be held in closed session during an emergency meeting called pursuant to Government Code 54956.5 if agreed to by a two-thirds vote of the Board members present, or, if less than two-thirds of the members are present, by a unanimous vote of the members present. (Government Code 54956.5, 54957)

- (cf. 0450 - Comprehensive Safety Plan)
- (cf. 3515 - Campus Security)
- (cf. 3516 - Emergencies and Disaster Preparedness Plan)
- (cf. 9323.2 - Actions by the Board)

Agenda items related to these security matters shall specify the name of the law enforcement agency and the title of the officer, or name of applicable agency representative and title, with whom the Board will consult. (Government Code 54954.5)

The Board may meet in closed session to consult with law enforcement officials on the development of a plan for tactical responses to criminal incidents and to approve the plan. Following the closed session, the Board shall report any action taken to approve the plan, but need not disclose the district's plan for tactical responses. (Education Code 32281)

Real Property Negotiations

The Board may meet in closed session with its real property negotiator prior to the purchase, sale, exchange, or lease of real property by or for the district in order to grant its negotiator authority regarding the price and terms of payment for the property. (Government Code 54956.8)

Before holding the closed session, the Board shall hold an open and public session to identify its negotiator(s), the property under negotiation, and the person(s) with whom the negotiator may negotiate. For purposes of real property transactions, negotiators may include members of the Board. (Government Code 54956.8)

Agenda items related to real property negotiations shall specify the district negotiator attending the closed session. If circumstances necessitate the absence of a specified negotiator, an agent or designee may participate in place of the absent negotiator as long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the negotiating parties and the street address of the real property under negotiation. If there is no street address, the agenda item shall specify the parcel number or another unique reference of the property. The agenda item shall also specify whether instruction to the negotiator will concern price, terms of payment, or both. (Government Code 54954.5)

Closed Session Actions and Reports (Cont.)

When the Board approves a final agreement concluding real estate negotiations pursuant to Government Code 54956.8, it shall report that approval and the substance of the agreement in open session at the public meeting during which the closed session is held. If final approval rests with the other party to the negotiations, the Superintendent or designee shall disclose the fact of that approval and the substance of the agreement upon inquiry by any person, as soon as the other party or its agent has informed the district of its approval. (Government Code 54957.1)

Pending Litigation

Based on the advice of its legal counsel, the Board may hold a closed session to confer with or receive advice from its legal counsel regarding pending litigation when discussion of the matter in open session would prejudice the district's position in the litigation. For this purpose, "litigation" means any adjudicatory proceeding, including eminent domain, before a court, administrative body exercising its adjudicatory authority, hearing officer, or arbitrator. (Government Code 54956.9)

Litigation is considered "pending" in any of the following circumstances: (Government Code 54956.9)

1. Litigation to which the district is a "party" has been initiated formally. (Government Code 54956.9(d)(1))
2. A point has been reached where, in the Board's opinion based on the advice of its legal counsel regarding the "existing facts and circumstances," there is a "significant exposure to litigation" against the district, or the Board is meeting solely to determine whether, based on existing facts or circumstances, a closed session is authorized. (Government Code 54956.9(d)(2), (3))

Existing facts and circumstances for these purposes are limited to the following:
(Government Code 54956.9)

- a. Facts and circumstances that might result in litigation against the district but which the district believes are not yet known to potential plaintiff(s) and which do not need to be disclosed.
- b. Facts and circumstances including, but not limited to, an accident, disaster, incident, or transactional occurrence which might result in litigation against the district, which are already known to potential plaintiff(s) and which must be publicly disclosed before the closed session or specified on the agenda.
- c. The receipt of a claim pursuant to the Government Claims Act or a written threat of litigation from a potential plaintiff. The claim or written communication must be available for public inspection.

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

- d. A threat of litigation made by a person in an open meeting on a specific matter within the responsibility of the Board.

Closed Session Actions and Reports (Cont.)

- e. A threat of litigation made by a person outside of an open meeting on a specific matter within the responsibility of the Board, provided that the district official or employee receiving knowledge of the threat made a record of the statement before the meeting and the record is available for public inspection. Such record does not need to identify an alleged victim of tortious sexual conduct or anyone making a threat of litigation on the victim's behalf or identify an employee who is the alleged perpetrator of any unlawful or tortious conduct, unless the identity of this person has been publicly disclosed.
3. Based on existing facts and circumstances, the Board has decided to initiate or is deciding whether to initiate litigation. (Government Code 54956.9(d)(4))

Before holding a closed session pursuant to the pending litigation exception, the Board shall state on the agenda or publicly announce the subdivision of Government Code 54956.9 under which the closed session is being held. If authority is based on Government Code 54956.9(d)(1), the Board shall either state the title or specifically identify the litigation to be discussed or state that doing so would jeopardize the district's ability to effectuate service of process upon unserved parties or to conclude existing settlement negotiations to its advantage. (Government Code 54956.9)

Agenda items related to pending litigation shall be described as a conference with legal counsel regarding either "existing litigation" or "anticipated litigation." (Government Code 54954.5)

"Existing litigation" items shall identify the name of the case specified by either the claimant's name, names of parties, or case or claim number, unless the Board states that to identify the case would jeopardize service of process or existing settlement negotiations. (Government Code 54954.5)

"Anticipated litigation" items shall state that there is significant exposure to litigation pursuant to Government Code 54956.9(d)(2) or (3) and shall specify the potential number of cases. When the district expects to initiate a suit, items related to anticipated litigation shall state that the discussion relates to the initiation of litigation pursuant to Government Code 54956.9(d)(4) and shall specify the potential number of cases. The agenda or an oral statement before the closed session may be required to provide additional information regarding existing facts and circumstances described in item #2 b-e above. (Government Code 54954.5)

Following the closed session, the Board shall publicly report, as applicable: (Government Code 54957.1)

1. Approval to legal counsel to defend, appeal or not appeal, or otherwise appear in litigation. This report shall identify the adverse parties, if known, and the substance of the litigation.
2. Approval to legal counsel to initiate or intervene in a lawsuit. This report shall state that directions to initiate or intervene in the action have been given and that the action, defendants, and other details will be disclosed to inquiring parties after the lawsuit is commenced unless doing so would jeopardize the district's ability to serve process on unserved parties or its ability to conclude existing settlement negotiations to its advantage.
3. Acceptance of a signed offer from the other party or parties which finalizes the settlement of pending litigation. This report shall state the substance of the agreement.

Closed Session Actions and Reports (Cont.)

If approval is given to legal counsel to settle pending litigation but final approval rests with the other party or with the court, the district shall report the fact of approval and the substance of the agreement thereon to persons who inquire once the settlement is final. (Government Code 54957.1)

Joint Powers Agency Issues

The Board may meet in closed session to discuss a claim for the payment of tort liability losses, public liability losses, or workers' compensation liability incurred by a joint powers agency (JPA) formed for the purpose of insurance pooling or self-insurance authority of which the district is a member. (Government Code 54956.95)

Closed session agenda items related to liability claims shall specify the claimant's name and the name of the agency against which the claim is made. (Government Code 54954.5)

(cf. 3530 - Risk Management/Insurance)

Following the closed session, the Board shall publicly report the disposition of joint powers agency or self-insurance claims, including the name of the claimant(s), the name of the agency claimed against, the substance of the claim, and the monetary settlement agreed upon by the claimant. (Government Code 54957.1)

When the board of the JPA has so authorized and upon advice of district legal counsel, the Board may also meet in closed session in order to receive, discuss, and take action concerning information obtained in a closed session of the JPA that has direct financial or liability implications for the district. During the Board's closed session, a Board member serving on the JPA board may disclose confidential information acquired during a closed session of the JPA to fellow Board members. (Government Code 54956.96)

Closed session agenda items related to conferences involving a JPA shall specify the name of the JPA, the closed session description used by the JPA, and the name of the Board member representing the district on the JPA board. Additional information listing the names of agencies or titles of representatives attending the closed session as consultants or other representatives shall also be included. (Government Code 54954.5)

Review of Audit Report from California State Auditor's Office

Upon receipt of a confidential final draft audit report from the California State Auditor's Office, the Board may meet in closed session to discuss its response to that report. After public release of the report from the California State Auditor's Office, any Board meeting to discuss the report must be conducted in open session, unless exempted from that requirement by some other provision of law. (Government Code 54956.75)

Closed session agenda items related to an audit by the California State Auditor's Office shall state "Audit by California State Auditor's Office." (Government Code 54954.5)

Following the closed session, the Board shall publicly confirm that the report was reviewed and a response was prepared.

Closed Session Actions and Reports (Cont.)

Review of Assessment Instruments

The Board may meet in closed session to review the contents of any student assessment instrument approved or adopted for the statewide testing system. Before any such meeting, the Board shall agree by resolution to accept any terms or conditions established by the State Board of Education for this review. (Education Code 60617)

(cf. 6162.51 - State Academic Achievement Tests)

Agenda items related to the review of student assessment instruments shall state that the Board is reviewing the contents of an assessment instrument approved or adopted for the statewide testing program and that Education Code 60617 authorizes a closed session for this purpose in order to maintain the confidentiality of the assessment under review.

Following the closed session, the Board shall confirm that the assessment instruments were reviewed. Any actions related to the review shall be taken in open session without revealing any proprietary or confidential information and shall be a matter of public record.

Legal Reference:

EDUCATION CODE

32281 School safety plans

35145 Public meetings

35146 Closed session for student suspension or disciplinary action

44929.21 Districts with ADA of 250 or more

48912 Governing board suspension of student

48918 Rules governing expulsion procedures; hearings and notice

49070 Challenging content of student records

49073-49079 Privacy of student records

60617 Closed session (re review of contents of statewide assessment)

GOVERNMENT CODE

3540-3549.3 Educational Employment Relations Act

6252-6270 California Public Records Act

54950-54963 The Ralph M. Brown Act

CALIFORNIA CONSTITUTION

Article 1, Section 3 Public right to access information

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.8 Family Educational Rights and Privacy

COURT DECISIONS

Moreno v. City of King, (2005) 127 Cal.App.4th 17

Morrison v. Housing Authority of the City of Los Angeles Board of Commissioners, (2003) 107

Cal.App.4th 860

Rim of the World Unified School District v. San Bernardino County Superior Court, (2002) 104

Cal.App.4th 1393

Bell v. Vista Unified School District, (2000) 82 Cal.App. 4th 672

Fischer v. Los Angeles Unified School District, (1999) 70 Cal.App. 4th 87

Kleitman v. Superior Court of Santa Clara County, (1999) 87 Cal Rptr. 2d

Furtado v. Sierra Community College District, (1998) 68 Cal.App. 4th 876

Closed Session Actions and Reports (Cont.)

Roberts v. City of Palmdale, (1993) 5 Cal. 4th 363
San Diego Union v. City Council, (1983) 146 Cal.App.3d 947
Sacramento Newspaper Guild v. Sacramento County Board of Supervisors, (1968) 263
Cal.App. 2d 41

ATTORNEY GENERAL OPINIONS

94 Ops.Cal.Atty.Gen. 82 (2011)
89 Ops.Cal.Atty.Gen. 110 (2006)
86 Ops.Cal.Atty.Gen. 210 (2003)
78 Ops.Cal.Atty.Gen. 218 (1995)
59 Ops.Cal.Atty.Gen. 532 (1976)
57 Ops.Cal.Atty.Gen. 209 (1974)

Management Resources:

CSBA PUBLICATIONS

The Brown Act: School Boards and Open Meeting Laws, rev. 2014
CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS
The Brown Act: Open Meetings for Legislative Bodies, 2003

LEAGUE OF CALIFORNIA CITIES PUBLICATIONS

Open and Public IV: A Guide to the Ralph M. Brown Act, rev. July 2010

WEB SITES

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

California Office of the Attorney General: <http://www.oag.ca.gov>

League of California Cities: <http://www.cacities.org>

BOARD MEETING AGENDA DESCRIPTIONS FOR CLOSED SESSION ITEMS

The Governing Board meeting agenda shall include the following description of a closed session item, as applicable:

Personnel Matters

PUBLIC EMPLOYEE APPOINTMENT

Government Code 54957

Title: _____
(Specify position to be filled)

PUBLIC EMPLOYMENT

Government Code 54957

Title: _____
(Specify position to be filled)

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Government Code 54957

Title: _____
(Specify position of employee being evaluated)

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

Government Code 54957

(No additional information is required. An employee's dismissal or nonrenewal shall not be reported until the employee has first exhausted any right to a hearing or other administrative remedy.)

SPECIFIC COMPLAINT OR CHARGE AGAINST EMPLOYEE

Government Code 54957

(No additional information is required.)

**EMPLOYEE APPLICATION FOR EARLY WITHDRAWAL OF FUNDS IN DEFERRED
COMPENSATION PLAN**

Government Code 54957.10

(No additional information is required.)

Negotiations/Collective Bargaining

CONFERENCE WITH LABOR NEGOTIATORS

Government Code 54957.6

District-designated representatives:

(Specify names of representatives attending the closed session. If circumstances necessitate the absence of a specified designated representative, an agent or designee may participate in place of the absent representative as long as the name of the agent or designee is announced at an open session held prior to the closed session.)

Employee organization:

(Specify name of employee organization with which negotiations are being held.)

or

Unrepresented employee:

(Specify position of unrepresented employee who is the subject of the negotiations.)

Matters Related to Students

STUDENT SUSPENSION/OTHER DISCIPLINARY ACTION

Education Code 35146

Student identification number:

(It is recommended that the student's name not be listed. The district may use other means to identify the student for record-keeping purposes.)

STUDENT EXPULSION

Education Code 48912

Student identification number:

(It is recommended that the student's name not be listed. The district may use other means to identify the student for record-keeping purposes.)

STUDENT GRADE CHANGE APPEAL

Education Code 49070

Student identification number:

(It is recommended that the student's name not be listed. The district may use other means to identify the student for record-keeping purposes.)

CONFIDENTIAL STUDENT MATTER

Action under consideration:

(If the Board is considering a confidential student matter other than those listed above, specify type of action.)

Student identification number:

(It is recommended that the student's name not be listed. The district may use other means to identify the student for record-keeping purposes.)

Security Matters

THREAT TO PUBLIC SERVICES OR FACILITIES

Government Code 54957

Consultation with: _____
(Specify name of law enforcement agency and title of officer, or name of applicable agency representative and title, with whom the Board will consult.)

DEVELOPMENT/APPROVAL OF TACTICAL RESPONSE PLAN

Education Code 32281

Consultation with: _____
(Specify name of law enforcement agency and title of officer, or name of applicable agency representative and title, with whom the Board will consult.)

Real Property Negotiations

CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code 54956.8

Property: _____
(Specify street address or, if no street address, the parcel number or other unique reference of the real property under negotiation.)

District negotiator: _____

(Specify names of negotiators attending the closed session. If circumstances necessitate the absence of a specified negotiator, an agent or designee may participate in place of the absent negotiator as long as the name of the agent or designee is announced at an open session held prior to the closed session.)

Negotiating parties: _____
(Specify name of party, not agent.)

Under negotiation: _____
(Specify whether instruction to negotiator will concern price, terms of payment, or both.)

Pending Litigation

CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

Government Code 54956.9(d)(1)

Name of case: _____
(Specify by reference to claimant's name, names of parties, or case or claim numbers.)

or

Case name unspecified, as identification of the case would jeopardize service of process or existing settlement negotiations.

OROVILLE UNION HIGH SCHOOL DISTRICT

E 9321 (4)

CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Government Code 54956.9(d)(2) or (3)

Significant exposure to litigation pursuant to Government Code 54956.9(d)(2) or (3). Number of potential cases: _____

Or

Initiation of litigation pursuant to Government Code 54956.9(d)(4). Number of potential cases: _____

If applicable, facts and circumstances: _____
(The district may be required to provide additional information on the agenda or in an oral statement prior to the closed session pursuant to Government Code 54956.9(e)(2)-(5). These include facts and circumstances, such as an accident, disaster, incident, or transactional occurrence that might result in litigation against the district and that are known to potential plaintiff(s).)

Joint Powers Authority Issues

LIABILITY CLAIMS FOR INSURANCE-RELATED JOINT POWERS AGENCY

Government Code 54956.95

Name of claimant(s): _____
(Specify name, except pursuant to Government Code 54961 when the claimant is a victim or alleged victim of tortious sexual conduct or child abuse unless the identity of the person has been publicly disclosed.)

Name of agency against which the claim is made: _____

CONFERENCE INVOLVING INFORMATION FROM A JOINT POWERS AGENCY WITH DIRECT FINANCIAL OR LIABILITY IMPLICATIONS FOR DISTRICT

Government Code 54956.96

Name of JPA: _____

Discussion will concern: _____

(Specify closed session description used by the JPA.)

Name of district representative on JPA board: _____

Names of agencies or titles of representatives attending the closed session as consultants or other representatives, if applicable: _____

Review of Audit from State Auditor's Office

AUDIT BY CALIFORNIA STATE AUDITOR'S OFFICE
Government Code 54956.75
(No additional information is required.)

Review of Assessment Instruments

REVIEW OF STUDENT ASSESSMENT INSTRUMENT
Education Code 60617

The Board is reviewing the contents of an assessment instrument approved or adopted for the statewide testing program. Education Code 60617 authorizes a closed session for this purpose in order to maintain the confidentiality of the assessment under review.

REPORTS OF CLOSED SESSION ACTIONS

Following a closed session during any Governing Board meeting, the Board shall reconvene in open session to present, orally or in writing, a report of any of the following actions taken during the closed session, as applicable:

Personnel Matters

Title of position: _____

Action taken: _____
(e.g., appointment/employment/evaluation/discipline/dismissal/release)

Board member votes/abstentions: _____

Negotiations/Collective Bargaining

Approval of final agreement with represented employees

Item approved: _____

Other party/parties to the negotiation: _____

Board member votes/abstentions: _____

Matters Related to Students

(Final action must be taken in open session. It is recommended that the student's name not be disclosed.)

Security Matters

Action taken: _____
(e.g., consultation with law enforcement; approval of contract or memorandum of understanding; approval of tactical response plan, without disclosing the details of the plan)

Board member votes/abstentions: _____

Real Property Negotiations

Action taken: _____
 (Report if Board approves a final agreement concluding real estate negotiations. If final approval rests with the other party, report as soon as the other party has approved the agreement.)

Substance of the agreement: _____

Board member votes/abstentions: _____

Existing Litigation

Action taken related to existing litigation:

 (e.g., approval to legal counsel to defend, appeal or not appeal, or otherwise appear in litigation; or approval to legal counsel of a settlement of pending litigation at any stage prior to or during a judicial or quasi-judicial proceeding. If final approval of settlement rests with the other party, report to any person upon request once the settlement is final.)

Adverse party/parties, if known: _____

Substance of the litigation: _____

Board member votes/abstentions: _____

Anticipated Litigation

Action taken: The Board has given approval to legal counsel to initiate or intervene in a lawsuit. The action, defendants, and other details will be disclosed to any person upon request after the lawsuit is commenced, unless doing so would jeopardize the district's ability to serve process on unserved parties or its ability to conclude existing settlement negotiations to its advantage. (The report does not need to initially identify the action, defendants, or other details.)

Board member votes/abstentions: _____

Joint Powers Agency Issues

LIABILITY CLAIMS FOR INSURANCE-RELATED JOINT POWERS AGENCY

Name of claimant(s): _____

Name of agency against which the claim is made: _____

Substance of the claim: _____

Monetary settlement agreed upon by the claimant: _____

Board member votes/abstentions: _____

CONFERENCE INVOLVING INFORMATION FROM A JOINT POWERS AGENCY WITH
DIRECT FINANCIAL OR LIABILITY IMPLICATIONS FOR DISTRICT

Name of JPA: _____

Action taken: _____
(Law does not include any specific disclosures to be reported.)

Board member votes/abstentions: _____

Review of Audit from State Auditor's Office

Action taken: The Board reviewed the confidential final draft audit report received from the California State Auditor's Office and has prepared a response.
(No additional information is required. Unless otherwise exempted by law, after the audit report is subsequently released to the public, any Board discussion of the report must be conducted in open session.)

Review of Assessment Instruments

Action taken: The Board reviewed the contents of a student assessment instrument approved or adopted for the statewide testing system.

Approved: _____

Board Bylaws

Board Self-Evaluation

Rather than the Board conducting an annual self-evaluation, they shall annually conduct a goal setting session in order to demonstrate accountability to the community and ensure that district governance effectively supports student achievement and the attainment of the district's vision and goals.

(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)
(cf. 2140 - Evaluation of the Superintendent)

The goal setting session may address any area of Board responsibility, including, but not limited to, Board performance in relation to vision setting, curriculum, personnel, finance, policy development, collective bargaining, community relations, and advocacy. The goal setting session may also address objectives related to Board meeting operations, relationships among Board members, relationship with the Superintendent, understanding of Board and Superintendent roles and responsibilities, communication skills, or other governance or boardsmanship skills.

(cf. 9000 - Role of the Board)
(cf. 9005 - Governance Standards)

Any discussion involving the Board's goal setting shall be conducted in open session.

At the request of the Board, a facilitator may be used to assist with the goal setting process. The Board may invite the Superintendent or other individual(s) with pertinent information to provide input into the goal setting process.

Following the goal setting session, the Board shall set goals, define and/or refine protocols, and establish priorities and objectives for the following year's goals. The Board shall also develop strategies for strengthening Board performance based on identified areas of need, including, but not limited to, Board trainings such as those offered by the California School Boards Association.

(cf. 9230 - Orientation)
(cf. 9240 - Board Training)

Legal Reference:

GOVERNMENT CODE

54950-54963 Brown Act; board self-evaluations not covered

Management Resources:

CSBA PUBLICATIONS

Professional Governance Standards

Defining Governance, Issue 3: Governance Practices, Governance Brief, April 2014

WEB SITES

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

CSBA Board Self-Evaluation: <http://bse.csba.org>

Adopted: 10/18/06
Amended: 11/15/17

PUBLIC DISCLOSURE FORM

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213) and GC 3547.5 and 3540.2

Oroville Union High School District

Bargaining/Represented Unit: Oroville Secondary Teachers Association (OSTA)

Certificated ☒

Classified ☐

The proposed agreement covers the period beginning 7/1/18 and ending 6/30/20

It will be acted upon by the District Governing Board at the meeting on 8/18/19

A. Proposed Change in Compensation

Compensation		Cost prior to Proposed Agreement	Fiscal Impact of Proposed Agreement		
			Current Year Increase/Decrease to cost	Year 2 Increase/Decrease to cost	Year 3 Increase/Decrease to cost
1.	Salary Schedule (This is to include <u>Step and Column.</u>)	\$8,398,759	\$1,013,550		
2.	Other Compensation Changes to Stipends, Bonuses, Longevity, O/T, Differential, etc.	\$383,348	\$35,582		
	Description of "Other Compensation"	Stipends, X-tra Pay			
3.	Statutory Benefits STRS, PERS, FICA, WC, UI, Medicare, etc.	\$1,849,512	\$223,277		
4.	Health and Welfare Plans	\$2,350,394			
5.	Total Compensation (Add Items 1 thru 4)	\$12,982,013	\$1,272,409	\$0	\$0
	Percentage Change		9.80%	0.00%	0.00%

B. Average Cost of Compensation per Employee

6.	Total Number of Represented Employees (Use FTE's if appropriate)	119.2	119.2		
7.	Total compensation Cost for Average Employee	\$108,910	\$10,675	#DIV/0!	#DIV/0!

C. Change to Fund Balance

8.	Fund Balance Prior to Agreement		\$6,723,130
9.	Fund Balance Following Agreement		\$5,463,272
10.	Change to Fund Balance		(\$1,259,858)
11.	Economic Reserve Requirement		\$942,572

Disclosure of Collective Bargaining Agreement

Page 2

12. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what was the percentage increase given, what is the effective date of the increase, and what is the annualized percentage increase for "Year 1"?
4% for 18-19 and 4% 19-20
13. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain)
\$600 masters stipend added to the Adult Ed salary schedule
14. Proposed negotiated changes in non-compensation items (e.g., class size adjustments, staff development days, teacher prep time, etc.)
Eight release days are provided for the OSTA president to conduct association business. The cost of the substitute will be covered by the District for days 1-4, 7 and 8. OSTA will reimburse the district for the cost of the substitute for days 5 and 6.
15. What contingency language is included in the proposed agreement (i.e., re-openers, etc.)?
None

Source of Funding for Proposed Agreement

Current Year:

- ☐ Funding was included in adopted budget
- ☒ Funding will come from designated reserves and ongoing revenue
- ☐ Funding will come from: _____

Second Year:

- ☐ Funding was included in adopted budget
- ☐ Funding will come from designated reserves
- ☐ Funding will come from: _____

Third Year:

- ☐ Funding was included in adopted budget
- ☐ Funding will come from designated reserves
- ☐ Funding will come from: _____

CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COST OF COLLECTIVE BARGAINING AGREEMENT

The disclosure document must be signed by the district Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Oroville Union High School District (District), hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the Oroville Secondary Teachers Association Bargaining Unit, during the term of the agreement from 7/1/2018 to 6/30/2020.

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

In the current year, salary and statutory benefits are increased to reflect:

1. A 4% salary schedule increase applied retro to 7/1/18
2. A 4 % salary and extra-duty increase applied as of 7/1/19
3. Addition of 2 Link Crew stipends
4. The Flag Coordinator stipend paid at a .04 factor

N/A (No budget revisions necessary)



District Superintendent
(Signature)

9-9-19

Date



Chief Business Officer
(Signature)

9/9/19

Date

CERTIFICATION NO. 2: CERTIFICATION OF ACCEPTANCE BY BOARD OF PROPOSED
COLLECTIVE BARGAINING AGREEMENT

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

District Superintendent (or Designee)
(Signature)

Date

Susan Watts
Contact Person

(530) 538-2300 ex 1103
Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on September 18, 2019, took action to approve the proposed Agreement with the Oroville Secondary Teachers Association Bargaining Unit.

President (or Clerk), Governing Board
(Signature)

Date

Special Note: The Butte County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

OROVILLE UNION HIGH SCHOOL DISTRICT

And

OSTA

TENTATIVE AGREEMENT

July 29, 2019

The Oroville Union High School District and the Oroville Secondary Teachers Association agree to settle the 2018-19 and 2019-20 collective bargaining agreement negotiations as follows:

1. The District shall improve the 2018-19 salary schedule by four percent (4%) retroactive to July 1, 2018. This shall only apply to the regular salary (Appendices "A," "B" and "D" only).
2. The District shall improve the 2019-20 salary schedule by four percent (4%) effective July 1, 2019. This shall apply to Appendices "A," "B," "C" and "D."
3. Amend Appendix "C" as follows:
 - a. Flag Coordinator – increase the stipend amount to .040, Dec-May.
 - b. (4) Link Crew – Add new note (4) to read: "Limited to two (2) employees per comprehensive site."
 - c. [New] The parties agree that the District will provide a stipend of one-thousand dollars (\$1000) to each teacher who mentors a beginning teacher in the Beginning Teacher Induction Program (formerly, BTSA), with an additional seven hundred fifty dollars (\$750) for each additional teacher mentored.
 - d. [New] Whenever an outside agency pays the district for the services of a district employee, which results in a funded stipend to the district employee, the amount of the stipend will be determined by the funds received from the outside agency, minus the district's payroll driven costs.
4. Article V – Association Rights
 - a. Delete current language of the Article.
 - b. Add new language:
 - i. The OSTA President will be entitled to up to eight (8) days per year of released time to conduct Association business as needed and requested. These days shall be in addition to the three (3) Association Leave days provided in Article XVII. The first four (4) days will be at District expense; the fifth (5th) and (6th) days will be reimbursed to the District by OSTA at the cost of a substitute; the seventh (7th) and (8th) days, if needed will be at District expense. The President shall provide at least three (3) work days' advanced notice to the Superintendent of his/her intent to use such leave.
5. Article VII – Hours and Days of Employment
 - a. In paragraph 7, add the word "only" as follows:

- i. [1st paragraph] – "Only during a unit member's preparation period, he/she may be asked to volunteer, but . . ."
- ii. [2nd paragraph] – "A unit member may be asked by the site administrator to provide substitute service only during his/her preparation period. . . ."

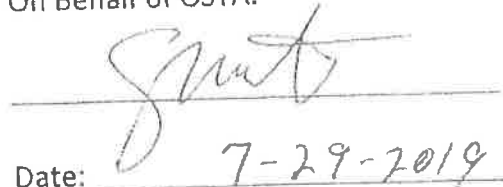
Agreed:

On Behalf of OUHSD:



Date: 7-29-19

On Behalf of OSTA:



Date: 7-29-2019

OROVILLE UNION HIGH SCHOOL DISTRICT

And

OSTA

TENTATIVE AGREEMENT, Addendum

August 13, 2019

The Oroville Union High School District and the Oroville Secondary Teachers Association agree to the following addendum to the Tentative Agreement signed by the parties on July 29, 2019.

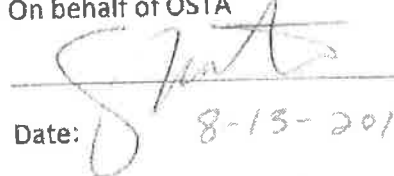
1. The District shall pay a \$600 per year stipend to Oroville Adult School unit members who have earned a Master's degree effective July 1, 2019. The phrase, "Master Degree: \$600 per year (Pay one only)" will be added to Appendix D.

On behalf of OUHSD:



Date: 8-14-19

On behalf of OSTA



Date: 8-13-2019

APPENDIX "B"
 OROVILLE UNION HIGH SCHOOL DISTRICT
 CERTIFICATED SALARY SCHEDULE
 SALARY SCHEDULE 2019/2020
 WITH 4% INCREASE

STEP	Class I BA OR BA + 15	Class II MA OR BA + 30	Class III MA + 15 OR BA + 45	Class IV MA + 30 OR BA + 60	STEP
1	49,962	51,816	53,663	55,516	1
2	51,816	53,663	55,516	57,366	2
3	53,663	55,516	57,366	59,216	3
4	55,516	57,366	59,216	61,064	4
5	57,366	59,216	61,064	62,912	5
6	59,216	61,064	62,912	64,766	6
7	61,064	62,912	64,766	66,612	7
8	62,912	64,766	66,612	68,462	8
9	64,766	66,612	68,462	70,312	9
10	66,612	68,462	70,312	72,164	10
11	68,462	70,312	72,164	74,010	11
12	70,312	72,164	74,010	75,864	12
13		71,010	75,864	77,714	13
14			77,714	79,562	14
15			77,714	81,413	15
16/18			80,540	84,237	16/18
19/21			83,362	87,066	19/21
22/24			86,191	89,890	22/24
25/26			89,017	92,713	25/26
27+			94,667	98,365	27+

Longevity: After 15th, 18th, 21st, 24th, 26th and 27th year for Classes III and IV

Clad Credential for those hired prior to September, 1995 and who earned and filed proof of certification in the Superintendents office by September 10, 2005 will receive \$300 per year. (Revision adopted 12-15-04)

Masters Degree: \$600 per year (Pay one only)

Effective: July 1, 2019

ADOPTED:

APPENDIX "C"
OROVILLE UNION HIGH SCHOOL DISTRICT
EXTRA DUTY SALARY SCHEDULE

2019/2020

EXTRA DUTY ASSIGNMENT	FACTOR	SALARY	MONTH PAID
Base		\$49,962	
(1) Ag - 12 month activities	0.090	4,497	Included in salary
(2) Ag - No project supervision	0.090	4,497	Included in salary
Student Activity Director	0.055	2,748	Dec - May
Subject Area Coordinators	0.040	1,998	Dec - May
Head Teacher - Continuation	0.090	4,497	Dec - May
Academic Decathlon	0.040	1,998	Dec - May
Journalism	0.060	2,998	Dec - May
Drama	0.055	2,748	Dec - May
Music	0.090	4,497	Dec - May
VICA Advisor	0.040	1,998	Dec - May
FHA Advisor	0.040	1,998	Dec - May
College Connection	0.040	1,998	Dec - May
Yearbook	0.060	2,998	Dec - May
FBLA Advisor	0.040	1,998	Dec - May
Mock Trial	0.040	1,998	Dec - May
Avid Coordinator	0.040	1,998	Dec - May
Link Crew	0.040	1,998	Dec - May
Reading Coordinator	0.040	1,998	Dec - May
Athletic Director - two release period	0.100	4,996	Included in salary
Baseball, Varsity	0.085	4,247	May
Baseball, Varsity Assist	0.040	1,998	May
Baseball, JV	0.070	3,497	May
Basketball, Varsity	0.085	4,247	Mar
Basketball, JV	0.070	3,497	Mar
Basketball, Frosh	0.060	2,998	Mar
Cross Country	0.070	3,497	Nov
(3)Field Hockey/Volleyball Varsity	0.085	4,247	Nov
Field Hockey/Volleyball JV	0.070	3,497	Nov
Field Hockey/Volleyball Frosh	0.060	2,998	Nov
Football, Varsity HEAD	0.095	4,746	Nov
Football, Varsity Assist (2)	0.070	3,497	Nov
Football, JV HEAD	0.070	3,497	Nov
Football, JV Assist	0.065	3,248	Nov
Football, Frosh, HEAD	0.065	3,248	Nov
Football, Frosh, Assist	0.055	2,748	Nov

Golf	0.070	3,363 May
Soccer, Varsity Head	0.085	4,083 Mar
Soccer, JV Head	0.070	3,363 Mar
Softball, Varsity	0.085	4,083 May
Softball, Varsity Assist	0.040	1,922 May
Softball, JV	0.070	3,363 May
Swimming	0.070	3,363 Nov
Tennis	0.070	3,363 Nov - Girls Paid / May - Boys Paid
Track, HEAD	0.085	4,083 May
Track, Assist	0.070	3,363 May
Wrestling, HEAD	0.085	4,083 Mar
Wrestling, Assist	0.070	3,363 Mar
Pep Squad Advisor	0.060	2,882 Dec - May
Flag Coordinator	0.040	1,922 Dec - May

HOME & HOSPITAL \$29.23 Hourly

SUMMER SCHOOL	STEP 1	\$31.99	Hourly
AND SATURDAY SCHOOL	STEP 2	\$33.58	Hourly
	STEP 3	\$35.26	Hourly
	STEP 4	\$36.99	Hourly
	STEP 5	\$38.85	Hourly

After school IEP or Section 504 Meeting \$60.82 Hourly

- (1) Limited to three (3) employees
- (2) Limited to one (1) employee
- (3) School may participate in either sport, but not both
- (4) Link Crew - Limited to two (2) employees per comprehensive site

DRAMA: Full program consists of at least two (2) major productions per year

MUSIC: Includes both instrumental and vocal

SUBJECT AREA COORDINATORS: Each comprehensive high school will pay nine (9) stipends. Subject Area Coordinators will be determined by Site Administration. (The subject areas that the State of California will hold districts responsible for (e.g., frameworks, state-mandated testing) will be included).

EXTRA DUTY: Hourly extra duty pay for all curriculum activities will be compensated at Step 3 of the existing summer school salary rate.

AVID & READING COORDINATOR: To be funded from categorical programs upon availability of funding.

EFFECTIVE: July 1, 2018

ADOPTED:

APPENDIX "D"
 OROVILLE UNION HIGH SCHOOL DISTRICT
 ADULT ED SALARY SCHEDULE

2019/2020

STEP	DS	PP,SE, GS, SS
1	32.25	33.70
2	33.23	34.72
3	34.27	35.76
4	35.25	36.84
5	36.29	37.92
6		39.10
7		40.25
8		41.46

Adult School teachers must work a minimum of 35 hours per school year to move down the next step on the salary schedule. These movements shall be effective on July 1st of each school year.

Maximum placement for a new teacher - 3rd step

Substitute teacher pay rate - \$24.13

CREDENTIALS

- DS Designated Subject (Vocational Education,
Adult Education / Part-time or full-time)
- SS Standard Secondary
- GS General Secondary
- SE Standard Elementary
- PP Pupil Personnel

EFFECTIVE: July 1, 2018

ADOPTED:

APPENDIX "B"
 OROVILLE UNION HIGH SCHOOL DISTRICT
 CERTIFICATED SALARY SCHEDULE
 SALARY SCHEDULE 2018/2019
 WITH 4% INCREASE

STEP	Class I BA OR BA + 15	Class II MA OR BA + 30	Class III MA + 15 OR BA + 45	Class IV MA + 30 OR BA + 60	STEP
1	48,040	49,823	51,599	53,381	1
2	49,823	51,599	53,381	55,160	2
3	51,599	53,381	55,160	56,938	3
4	53,381	55,160	56,938	58,715	4
5	55,160	56,938	58,715	60,492	5
6	56,938	58,715	60,492	62,275	6
7	58,715	60,492	62,275	64,050	7
8	60,492	62,275	64,050	65,829	8
9	62,275	64,050	65,829	67,608	9
10	64,050	65,829	67,608	69,388	10
11	65,829	67,608	69,388	71,163	11
12	67,608	69,388	71,163	72,946	12
13		71,163	72,946	74,725	13
14			74,725	76,502	14
15			74,725	78,282	15
16/18			77,442	80,997	16/18
19/21			80,156	83,717	19/21
22/24			82,876	86,433	22/24
25/26			85,593	89,147	25/26
27+			91,026	94,582	27+

Longevity: After 15th, 18th, 21st, 24th, 26th and 27th year for Classes III and IV

Clad Credential for those hired prior to September, 1995 and who earned and filed proof of certification in the Superintendents office by September 10, 2005 will receive \$300 per year. (Revision adopted 12-15-04)

Masters Degree: \$600 per year (Pay one only)

Effective: July 1, 2018

ADOPTED:

APPENDIX "D"
OROVILLE UNION HIGH SCHOOL DISTRICT
ADULT ED SALARY SCHEDULE

2018/2019

STEP	DS	PP, SE, GS, SS
1	31.01	32.40
2	31.95	33.38
3	32.95	34.38
4	33.89	35.42
5	34.89	36.46
6		37.60
7		38.70
8		39.87

Adult School teachers must work a minimum of 35 hours per school year to move down the next step on the salary schedule. These movements shall be effective on July 1st of each school year.

Maximum placement for a new teacher - 3rd step

Substitute teacher pay rate - \$23.20

CREDENTIALS

- DS Designated Subject (Vocational Education,
Adult Education / Part-time or full-time)
- SS Standard Secondary
- GS General Secondary
- SE Standard Elementary
- PP Pupil Personnel

EFFECTIVE: July 1, 2018

ADOPTED:

Unrestricted Multi-year Projection

	Sept Revised 2019/20	2020/21	2021/22
Revenue Limit Sources	25,807,555	27,187,236	28,338,650
Federal Revenues	-	-	-
Other State	446,000	446,000	446,000
Other Local	900,870	900,870	900,870
Other Financing	(4,897,258)	(4,984,595)	(5,005,595)
Total	<u>22,257,167</u>	<u>23,549,511</u>	<u>24,679,925</u>
Certificated	9,406,017	9,090,017	9,090,017
Classified	3,254,904	3,254,904	3,254,904
Benefits	6,462,379	6,590,120	6,499,120
Books and Supplies	1,137,937	860,637	860,637
Services	2,056,272	2,050,272	2,090,272
Capital Outlay	51,000	42,000	42,000
Other Outgo	376,667	376,667	376,667
Indirect	(291,994)	(288,994)	(288,994)
Other Financing Uses	156,144	167,144	171,144
Necessary Budget Reduction	-	-	-
Total	<u>22,609,326</u>	<u>22,142,767</u>	<u>22,095,767</u>
Net Increase(Decrease)	(352,159)	1,406,744	2,584,158
Beginning Fund Balance	5,778,603	5,426,444	6,833,188
Ending Fund Balance	<u>5,426,444</u>	<u>6,833,188</u>	<u>9,417,346</u>
Revolving Fund	6,150	6,150	6,150
Prepaid Expenses	40,000	40,000	40,000
Econ Uncert (3% Required)	942,572 3%	921,226 3%	920,446 3%
Econ Uncert (12% BP 3100)	2,827,717 9%	2,763,677 9%	2,761,337 9%
Assigned	528,510 2%	442,174 1%	412,174 1%
Undesignated/Unappropriated	1,081,495 3%	2,659,962 9%	5,277,240 17%
	<u>5,426,444</u>	<u>6,833,188</u>	<u>9,417,346</u>

Board Policy 3100 states "To protect the district against unforeseen circumstances such as revenue shortfalls and unanticipated expenditures, the Board intends to maintain a minimum unassigned fund balance which includes a reserve of economic uncertainties equal to at least one and one-half months of general fund operating expenditures, or 12 percent of general fund expenditures and other financing uses."

Restricted Multi-year Projection

	Sept Revised 2019/20	2020/21	2021/22
RL Transfers	-	-	-
Federal Revenues	1,491,613	1,424,613	1,424,613
Other State	2,028,484	1,991,484	1,991,484
Other Local	218,059	166,059	166,059
Other Financing	4,910,258	4,997,595	5,018,595
Total	<u>8,648,414</u>	<u>8,579,751</u>	<u>8,600,751</u>
Certificated	1,968,718	1,923,718	1,923,718
Classified	1,175,769	1,123,769	1,123,769
Benefits	2,568,787	2,626,787	2,653,787
Books and Supplies	604,379	464,379	458,379
Services	1,137,076	1,074,076	1,074,076
Capital Outlay	-	-	-
Other Outgo	1,165,199	1,165,199	1,165,199
Indirect	189,823	186,823	186,823
Other Financing Uses	-	-	-
Total	<u>8,809,751</u>	<u>8,564,751</u>	<u>8,585,751</u>
Net Increase(Decrease)	(161,337)	15,000	15,000
Beginning Fund Balance	198,165	36,828	51,828
Ending Fund Balance	<u>36,828</u>	<u>51,828</u>	<u>66,828</u>
Medi-cal LEA Billing	36,828	51,828	66,828
Fund Balance Reserves	<u>36,828</u>	<u>51,828</u>	<u>66,828</u>

UNRESTRICTED

RL Sources	Federal	Other State	Other Local	Transfers In	Other Sources	Contributions to Rest Prog	Total Revenue	Certificated Salaries	Classified Salaries	Benefits	Books/Supplies	Services/Other Oper	Capital Outlay	Other Outgo	Indirect	Other Financing	Total Expenditures
2018-20 Original Budget	25,807,545	446,000	900,870	13,000		(4,910,258)	27,257,157	9,408,017	3,254,904	8,482,379	1,137,937	2,050,272	51,000	376,667	(291,994)	155,144	27,609,328
3.0% COLA, 2.1% ADA																	
Fund 85 current year level																	
Shop & Cost Instruments (3 yr average) (see note)										84,000							
Estimated change in H & W premiums																	
(4.33% increase in H & W premiums)										(103,000)							
Change in retiree H&W - 4.07% increase in premiums										91,000							
netted against drop of releases as they turn 65										125,000							
STRS rate increases to 18.1%												19,000					11,000
PERB rate increases to 23.6%												30,000					
Increase in Property & Liability (5%)												38,000					
Increase in Utilities (5%)																	
Additional costs on technology license renewal schedule								(280,000)									
18.1% retro paid in PY																	
Hall of Fame clo in PY																	
Cost clo in PY																	
Kitchen remodel in PY																	
Harrison WiFi project in PY																	
ATC shops in PY																	
Band instruments in PY																	
Temporary science teacher hired in PY for LT Absence																	
Low performing students BS indirect in PY																	
Adult cont. Student BS indirect in PY																	
2019-201 PROJECTIONS	27,187,236	446,000	900,870	13,000		(4,997,995)	23,549,511	9,495,017	3,254,904	8,550,120	860,637	2,050,272	42,000	376,667	(238,994)	167,144	23,142,767
2.8% COLA, ADA 2.1%																	
Fund 85 current year level																	
Shop & Cost Instruments (3 yr average) (see note)										84,000							
Estimated change in H & W premiums																	
(4.33% increase in H & W premiums)																	
Change in retiree H&W - 4.0% increase in premiums																	
netted against drop of releases as they turn 65																	
STRS rate increases to 17.8%												19,000					4,000
PERB rate increases to 24.3%												30,000					
Increase in Property & Liability (5%)												38,000					
Increase in Utilities (5%)																	
Additional costs on technology license renewal schedule																	
18.1% retro paid in PY																	
Hall of Fame clo in PY																	
Cost clo in PY																	
Kitchen remodel in PY																	
Harrison WiFi project in PY																	
ATC shops in PY																	
Band instruments in PY																	
Temporary science teacher hired in PY for LT Absence																	
Low performing students BS indirect in PY																	
Adult cont. Student BS indirect in PY																	
202-2022 Projections	29,538,660	446,000	900,870	13,000		(5,018,595)	24,879,935	9,090,017	3,254,904	8,489,120	860,637	2,050,272	42,000	376,667	(238,994)	171,144	22,096,787

15,000

15,000

Note - Step & column movement is estimated by using a 3 year average of costs net of savings from attrition. The current 3 year average results in an overall savings as attrition savings exceeds step/column costs. Instead of reflecting a savings in the MYP, no cost will be shown for step/column movement.

OROVILLE UNION HIGH SCHOOL DISTRICT
Resolution #3-19/20

SUFFICIENCY OF INSTRUCTIONAL MATERIALS

WHEREAS, the governing board of Oroville Union High School District, in order to comply with the requirements of Education Code section 60119 held a public hearing on September 18, 2019, which is on or before the eighth week of school and which did not take place during or immediately following school hours, and;

WHEREAS, the governing board provided at least ten days notice of the public hearing posted in at least three public places within the district that stated the time, place and purpose of the hearing, and;

WHEREAS, the governing board encouraged participation by parents, teachers, members of the community and bargaining unit leaders in the public hearing, and;

WHEREAS, information provided at the public hearing and to the governing board at the public meeting detailed extent to which textbooks and instructional materials were provided to all students, including English learners, in the district, and;

WHEREAS, the definition of "sufficient textbooks or instructional materials" means that each pupil has a textbook or instructional materials, or both, to use in class and to take home, and;

WHEREAS, sufficient textbooks and instructional materials were provided to each student, including English learners that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects:

- Mathematics
- Science
- History-social science
- Reading/English/language arts, including the English language development component of an adopted program
- Foreign Language
- Health

WHEREAS, sufficient textbooks or instructional materials were provided to each pupil enrolled in foreign language or health classes, and;

WHEREAS, laboratory science equipment was available for science laboratory classes offered in grades 9-12, inclusive;

NOW, THEREFORE, BE IT resolved that for the 2019/2020 school year, the Oroville Union High School District has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

ADOPTED this 18th day of September, 2019, by the governing board of the Oroville Union High School District by the following vote:

AYES :

NOES :

ABSTAIN :

ABSENT :

Governing Board Official

Resolution for Authorization to participate on the Volkswagen Environmental Mitigation Trust

WHEREAS, the Oroville Union High School District Board of Trustees authorizes Rick Sanders, Transportation Supervisor, to submit a grant request and participate in the Volkswagen Environmental Mitigation Trust; and

WHEREAS, the Board of Trustees also understands that although matching funds are not required, grantees are responsible for any costs over the Air District's award;

WHEREAS, the Board of Trustees is aware that funding is available through the Volkswagen Environmental Mitigation Trust for purchase of the cleanest available equipment and the Board of Trustees was offered the opportunity to fund zero-emissions and near-zero-emissions school bus equipment.

NOW, THEREFORE BE IT RESOLVED, the foregoing Resolution was adopted upon motion of _____ is hereby:

Passed, Approved and Adopted this 18th day of September, 2019.

Governing Board Representatives:

_____	_____
_____	_____
_____	_____