



OROVILLE UNION HIGH SCHOOL DISTRICT BOARD OF TRUSTEES

REGULAR MEETING AGENDA

Wednesday, August 15, 2018

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:

Cameron Sweeney, President
Bonnie King, Vice President
Nannette Walker, Clerk
Scott Damon, 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
Dennis Spasbo, 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, August 15, 2018, 5:30 p.m., Prospect High School, 2060 2nd Street, #A, Oroville, CA 95965

CALL TO ORDER

ROLL CALL

Scott Damon, Bonnie King, Ray Sehorn, Cameron Sweeney and Nannette Walker

CLOSED SESSION

- **Personnel-Gov't. Code 54957** [Public employee employment/discipline/dismissal/release]
- **Conference with Legal Counsel-Anticipated or Existing Litigation—Gov't. Code Section 54956.9**
[Case name unspecified because disclosure would jeopardize negotiations]
- **Conference with Labor Negotiators—Gov't. Code Sec. 54947.6** [OSTA/CSEA: Dr. Corey Willenberg, Superintendent, designated representative]
- **Graduation Requirement Waiver – California Education Code Section 51225.3**
- **Pupil Discipline—California Education Code Sections 48918/35146**

RESULTS OF CLOSED SESSION

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA VARIANCE

PUBLIC HEARING (None)

STUDENT REPRESENTATIVES REPORTS (None)

RECOGNITIONS AND PRESENTATIONS

1. Introduction of New Staff

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

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

REGULAR BOARD AGENDA FOR AUGUST 15, 2018

RECOGNITION OF INDIVIDUALS WHO WISH TO SPEAK ON AGENDA ITEMS

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

NON-ACTION INFORMATIONAL ITEMS AND REPORTS

- 2. Board Comments**
- 3. Superintendent**
- 4. Administration**
- 5. Principals' Report on the First Day of School, Enrollment and Back-to-School Night Plans**
- 6. 18/19 State Budget**
- 7. 17/18 Expulsion Report**

OLD BUSINESS (None)

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

- 8. Minutes from the July 18, 2018 Board Meeting**
- 9. Check Registers Dated 7/10, 7/12, 7/17, 7/24, 7/26, 7/31 and 8/7**
- 10. Monthly Financial Report**
- 11. Donations to the Hall of Fame**
- 12. 19/20 Contract with JEG Consulting for E-Rate Services**
- 13. 18/19 Private Bus Companies**
- 14. 18/19 School Connected Organizations – OHS Athletic Boosters and OHS PTSA**
- 15. New “Human Anatomy and Physiology” Textbook for the Anatomy & Physiology Course**
- 16. Disposal of Surplus Vehicles**
- 17. First Reading of Board Policies and Administrative Regulations**
 - BP 4159, 4259, 4359 (Employee Assistance Program)
 - BP 4161, 4261, 4361 (Leaves)
 - AR 4161.1, 4361.1 (Personal Illness/Injury Leave)
 - AR 4161.11, 4261.11, 4361.11 (Industrial Accident/Illness Leave)
 - AR 4161.3 (Professional Leaves)
 - AR 4161.8, 4261.8, 4361.8 (Family Care and Medical Leave)
 - BP/AR 4161.9, 4261.9, 4361.9 (Catastrophic Leave Program)
 - AR 4261.1 (Personal Illness/Injury Leave)
 - AR 4261.3 (Professional Leaves)

NEW BUSINESS

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

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

Enclosure

REGULAR BOARD AGENDA FOR AUGUST 15, 2018

19. 2018/2019 Certificated Tenure (Willenberg)

The following certificated personnel have achieved the professional status of 100% tenure for 2018/2019: Stephanie Adams, Erica Garman, Ramona Guzman, Timothy Harles, Rachel Ramirez, Nerissa Wallace-Smith and Gene Wilson. **Recommend approval**

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

Pursuant to Education Code Section 44258.7 (c), the Committee on Assignments has recommended the following teachers to teach in a special assignment area for 2018/2019: Keely Frazier (Yearbook), Tim Harles (Health and Driver Education) and Tami Taylor (Driver Education) at LP; and Tom Murphy (Art). **Recommend approval of Committee on Assignments' recommendations for special assignment classes as presented**

21. Authorization to Teach in Departmentalized Classes – Core Classes (Willenberg)

Pursuant to Education Code Section 44258.3, the following teachers have consented and have been recommended by the Committee on Assignments to teach in a core/departmentalized assignment for the 2018/2019 school year: Tom Frazier – PE at OHS. **Recommend approval of Committee on Assignments' recommendation of the certificated personnel to teach in departmentalized classes as presented**

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

Education Code Section 44263 requires adoption of a Resolution that approves eligible certificated personnel, upon their written consent, to teach in a designated subject area outside of their credential authorization for 2018/2019. **Recommend approval of Resolution #2-17/18 as presented**

Enclosure

23. New Maintenance and Operations Lead Job Description (Willenberg)

The Maintenance Supervisor has taken over supervision of the Computer Technicians and Custodians. The District is requesting approval of a new Maintenance and Operations Lead position to assist Mr. LaGrone with day-to-day operations and to serve as his designee if he is absent. The position will be filled with an existing employee, who will still perform their normal job duties. CSEA has not yet approved this job description. **Recommend approval**

Enclosure

24. Revised Contract for the Assistant Superintendent/CBO (Willenberg)

Mrs. Watts' 2018-2022 contract was approved on May 16, 2018, but her sick leave was inadvertently left out. Mrs. Watts is entitled to twelve days of sick leave per contract year. Her contract has been revised to include sick leave language. **Recommend approval**

Enclosure

25. Resolution to Subject OUHSD to the Uniform Public Construction Cost Account Procedures (Watts)

Currently, the District uses the formal bidding process for public works projects costing \$15,000 and above. Using the California Uniform Public Construction Cost Accounting Procedures (CUPCCAA), dollar limits would be as follows (a) public projects of \$45,000 or less may be performed by District employees, by purchase order, or by negotiated contract; (b) public projects of \$175,000 or less may be contracted by informal procedures; and (c) public projects more than \$175,000 are subject to formal bidding procedures. The use of CUPCCAA procedures would improve efficiency and timeliness when contracting for public works projects involving district facilities. This requires an update to AR 3311 (Bids) and approval of a new BP/AR 3311.1 (Uniform Public Construction Cost Accounting Procedures). **Recommend approval of Resolution #3-18/19, AR 3311 and BP/AR 3311.1**

Enclosure

REGULAR BOARD AGENDA FOR AUGUST 15, 2018

26. Resolution to Increase Facility Fees (Watts)

Education Code 17620 authorizes school districts to levy fees against any development project for construction or modernization of school facilities provided the District can show justification for levying the fees. In January, 2018, the State Allocation Board approved an inflation adjustment to the fees that can be levied, increasing them to \$3.79 and \$.61 per square foot of residential and commercial construction, respectively. The developer fee sharing arrangement between the District and its feeder districts is that 60% of the fees go to the feeder schools, 40% is retained by the District. The District also collects 3% of the fees to mitigate administrative costs related to collection of the fees. The current developer rates are \$3.48 and \$.56 per square foot of residential and commercial construction, respectively. Approval of this resolution will allow the fees to increase to the maximum level established by the State Allocation Board effective October 15, 2018. **Recommend approval of Resolution #4-18/19**

Enclosure

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

Las Plumas High School is requesting approval for Laura LaFayette, Rich Darrach and ten students to attend the National FFA Conference in Indianapolis, IN, from October 22nd – 28th. ASB will fund the student expenses and Ag site funds will fund the teacher expenses.

Recommend approval of Resolution #4-18/19

Enclosure

27. Personnel Assignment Order

Approval is requested for the following Personnel Assignment Order:

Certificated

Classified

Katheryn Zancanella
Karissa Sais

2018/19 Coaches

LP/OHS Swimming Coach

Alyssa Tomlinson-Head Coach (Paid)

2018/19 Extra Duty Assignments/Subject Area Coordinators

LPHS

Athletic Dir. – Tim Harles
Student Activity Dir. – Keely Frazier
Academic Decathlon – Christian Bruce
Flags Coordinator – Clarissa Griffiths
Link Crew – Rebecca Howard
Music – Michael Walker
Skills USA – West Upton/Jonathan Andrew
(split stipend)
FHA Advisor – Alan Von Der Mehden/Debbie
Portelance (Split Stipend)
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/TBA (Split Stipend)
English – Lisa Ross/Cristian Bruce (Split
Stipend)
P.E./Health – Lael Schneider
Social Science – Sammy Burnett

REGULAR BOARD AGENDA FOR AUGUST 15, 2018

Certificated (Cont.)

Classified (Cont.)

2018/19 Extra Duty Assignments/Subject Area Coordinators (Cont.)

Science – Brad Bidlack
Math – Rebecca Howard
Counseling- Stacey Lasagna
Special Education – Tom Lewis

OHS

Athletic Dir – Tom Frazier
Student Activity Dir – Diana Castillo
Academic Decathlon – Samantha Muntifering
Link Crew – Diana Castillo/Tom Frazier (Split
Stipend)
Drama – Stephanie Greco
Music – Michael Walker
College Connections – Julie Decker
Yearbook – Jania Johnson
FCCLA – Sandy Smith
Reading Coordinator – Scott Burket
Career Technical Ed (CTE) – Sandy Smith
VAPA/Foreign Language – Diana Castillo
English – Scott Burket/Steve Brown
P.E./Health – Bob Schmautz/Bridget Hamman
Social Science – Garrett Weagant
Science – Rich Hogan
Math – Michael Caratenuto
Counseling – Jennifer Blomquist
Special Education – John Cuny

28. Outside Expulsion #1-18/19

29. Outside Expulsion #2-18/19

30. Outside Expulsion #3-18/19

31. Items for Next Agenda

ADJOURNMENT

The meeting will be adjourned to a regular board meeting scheduled for Wednesday, **September 19, 2018**, at 5:30 p.m. at Prospect High School.

Memorandum

To: Board Members and Superintendent

From: Susan Watts

Date: July 24, 2018

Re: 2018/19 State Budget

Within 45 days of the State adopting its budgets, school districts must identify significant revisions to incorporate into the district budget resulting from the adoption of the State budget. Revisions will be made within the following areas:

- LCFF Revenue – the COLA was augmented which increased the percentage from 3.0% to 3.7% in the final budget. The result of this change **increases** estimated revenue by \$131K.
- Mandated Cost Reimbursement One-Time Funds – In the May Revise, these one-time funds were proposed to be paid at a rate of \$344 per prior year ADA. The adopted State Budget allocates \$184 per prior year ADA for the current budget year. The result of this change **decreases** estimated **one-time** revenues by \$315K.

These revisions will be included in the First Interim budget revisions.

RECAP OF EXPULSION 17/18 CASES

No. of Recommended Expulsions:

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

EXPULSION REPORT

44 Total Recommended expulsions including 7 special education/504 students

- 41 students were expelled by board action
- 1 case was cancelled due to the violation being a manifestation of their disability
- 2 students were returned to LPHS on a behavior contract

Expulsions By School Site

Las Plumas High School:	23
Oroville High School:	19
Prospect High School:	1
Community Day School	2

Disposition of Expulsions:

Expelled to CDS	21
Expelled to Prospect	5
Expelled to Independent Study	4
Returned to LP	3
Returned to OHS	2
Referred Outside of the District	6

Most Common Offenses—Most Serious Offense Counted

Drugs/Alcohol/Paraphernalia	18
Harassment/Threats	7
Knives/Other Weapons	5
Assault on Another Student	5
Disruptions/Defiance/Profanity	4
Mutual Fighting	3
Bullying	1
Property Damage	1

**OROVILLE UNION HIGH SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING
July 18, 2018**

MINUTES

CALL TO ORDER

Board President, Mr. Sweeney, called the meeting to order at 5:45 p.m. on Wednesday, July 18, 2018, at Prospect High School.

ROLL CALL

Board Members Present: Bonnie King, Ray Sehorn, Cameron Sweeney and Nannette Walker

Administrators Present: Dr. Corey Willenberg, Superintendent and Susan Watts, Assistant Superintendent/CBO

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

#1-18/19: On a motion by Mrs. Walker, seconded by Mrs. King, the board accepted an amended Personnel Assignment Order by the following vote:

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

HEARING OF INDIVIDUALS ON NON-AGENDA ITEMS

Toni Morucci and Jasmin Chavez shared their experience of attending the National FCCLA Conference in Atlanta. Mrs. Morucci thank the district and board for their support. This is the first time anyone from OHS had attended the national conference. There were 7500 total people in attendance, with only 30 being from California. It was fun to meet students and advisors from around the country and plenty of opportunities for personal growth. Mrs. Morucci got to judge the fashion design category. There were many amazing projects. A male student from California won first place. Ms. Chavez thanked the board for their support. It was a great experience and she learned a lot about critical thinking, risk taking, self-reflection and leadership. She met many new friends. The competition was much tougher than the state and regional competitions. She placed first in the Pacific Region and 5th in the nation overall. She hopes the board will continue to support the program. Mrs. Morucci received a Spirit of Advising Award for California. The board congratulated the ladies for their accomplishments.

MINUTES OF REGULAR MEETING JULY 18, 2018

HEARING OF INDIVIDUALS ON AGENDA ITEMS

Rochelle Brobst from the Boys & Girls Club asked to speak on item #23

NON-ACTION INFORMATIONAL ITEMS AND REPORTS

1. Board Comments

Mr. Sweeney stated that Constitution Day is on September 17th. He would like to see a fun activity done at each school on this day, like how students dress up for spirit week. Mrs. King thought the drama classes might be able to do something. Dr. Willenberg responded that he would contact the principals about this idea.

2. Superintendent

Dr. Willenberg referred to a handout on professional development for 18/19. The district will be receiving technical assistance from the CDE on the four areas of concern with our special education program: excess students in non-public schools (like Sierra School), graduation rate, suspensions and academic performance. He and Mr. Simas will be attending a State Disproportionality Workshop on September 17th. We have made some improvements in these areas but are waiting on data from last year to determine the effectiveness. He referred to a handout on the LPHS and OHS discipline stats for 17/18. Suspensions are down and we had twelve less expulsion cases. The balance is keeping the campus safe while still holding students accountable for their actions.

3. Administration (None)

4. Discussion on Board Priorities for the 18/19 School Year

Dr. Willenberg stated that the district has a set budget. We have already been taking care of some safety and maintenance projects. Mr. LaGrone is looking for window film and door knobs that can be locked with a key from the inside without the key having to be left in the lock at all times. Filling stations are being installed and curbs have been painted. Many Chromebooks were purchased during the summer. ELA materials are on the agenda tonight for approval. Mrs. Walker stated that she likes the idea of window film so people can't see in. She asked if it would work the same at night. Dr. Willenberg responded that it would work the same, would be bullet resistant and would also provide UV protection. Mr. LaGrone found that some window shades previously purchased had not been installed yet. Mrs. King asked about the seven period day. Dr. Willenberg stated that it has to be negotiated and OSTA hasn't been in favor of the change. There is proposed legislation to start middle school and high school after 8:30 a.m. unless there is a zero period. Dr. Willenberg asked the board to email him if they have other priorities. He confirmed that he did receive Mr. Sehorn's list via email. We received notification that our waiver to hire another AP or two was denied. Once the budget numbers are finalized, we may look into getting another Social Worker or Teacher on Special Assignment if we can afford it. Having an SRO and SRD again will also provide extra help to the sites. Lastly, Dr. Willenberg reported that we will have vertical alignment with the feeder schools this year on ELA, math and special education. Mr. Sweeney followed up on putting air conditioning in the OHS gym. Dr. Willenberg responded that the site administration's priority is painting buildings first.

5. Quarterly Williams Act Complaints

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

CONSENT CALENDAR

6. Minutes from the June 13th and June 20th Board Meetings
7. Check Registers Dated 6/5, 6/7, 6/12, 6/14, 6/19, 6/21, 6/26, 6/28 and 7/2
8. Monthly Financial Report
9. 4th Quarter Scholarship Report
10. Donations to the Hall of Fame
11. Donation of \$768 from Joseph Hurte to the LPHS Boys Basketball Program
12. 18/19 Consolidated Application
13. 18/19 Agricultural Career Technical Education Incentive Grant

MINUTES OF REGULAR MEETING JULY 18, 2018

CONSENT CALENDAR (Cont.)

14. **Addendum to the 18/19 Total School Solutions Contract to Provide Coaching for New School Site Administrators**
15. **Disposal of Obsolete Equipment**
16. **18/19 School Connected Organization – LP/O Band Boosters and LPHS PTSA**
17. **High Risk Activity – FFA Executive Retreat to Lake Oroville**
18. **Graduation Waiver Requirement – LPHS #1-18/19**

#2-18/19: On a motion by Mr. Sehorn, seconded by Mrs. Walker, the board approved the consent calendar as presented by the following vote:

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

NEW BUSINESS

19. **Resolution Authorizing the District to Apply for the North Coast Unified Air Quality Management District Rural School Bus Pilot Project**

Dr. Willenberg stated that the grant allows the district to apply for up to twelve new buses. Districts can only apply for one to three buses per year. The grant provides \$165,000 for a diesel bus and \$400,000 for an electric bus. Mrs. Walker asked if new buses have seat belts. Mr. Sanders responded that all new buses have seatbelts.

#3-18/19: On a motion by Mr. Sehorn, seconded by Mrs. Walker, the board authorized the district to apply for the bus pilot project as presented by the following vote:

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

20. **18/19 Committee on Assignment Members**

#4-18/19: On a motion by Mr. Sehorn, seconded by Mrs. Walker, Dr. Corey Willenberg, Jeff Ochs, Dan Ramos, Dennis Spasbo, Cristi Tellechea, Scott Burket, Leanna Felardo and Lael Schneider were approved as Committee on Assignment Members by the following vote:

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

21. **18/19 District Investigate Team Members**

#5-18/19: On a motion by Mr. Sehorn, seconded by Mrs. Walker, Dr. Corey Willenberg, Chello Metcalf and Gem Henderson were appointed as District Investigate Team Members with Jeff Ochs, Dan Ramos and Monica Harris serving as alternates by the following vote:

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

MINUTES OF REGULAR MEETING JULY 18, 2018

22 Adoption of Updated English Language Arts Curriculum

#6-18/19: On a motion by Mr. Sehorn, seconded by Mrs. Walker, **MyPerspectives** was selected as the updated English Language Arts curriculum as presented by the following vote:

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

23. Request to Reduce the Facility Use Fees for the boys and Girls Club of the North Valley

Dr. Willenberg stated that the Boys and Girls Club is currently housed at the Southside Community Center. Due to losing \$185,000 in city and federal funds, they need to relocate. They approached the district to see if they could rent space at Las Plumas High School. Dan Ramos was able to have two classrooms cleaned out for them to use. The current district facility rate is \$50 per day. Dr. Willenberg recommends reducing their fee by 50% for the 18/19 school year. Director Roshell Brobst discussed their annual report that had just been released. In 2017, they served a total of 248 students, with 93 of these students participating daily. Students ages 14-18 make up 75% of their program. Of their total population, 52% of families rely on social services, 76% of the students live in single or non-parent households and 78% of the students live below the poverty line. They addressed food insecurity by providing 11,875 snacks, 7,457 meals and 2,622 pounds of produce. They focus on academic success, good character and citizenship and healthy lifestyles. Combined, students attended 922 sessions of homework help, reading and tutoring, 217 sessions of leadership, moral reasoning and public speaking and 928 sessions of fitness, nutrition and behavior management. They partner with other local and county programs to assist students. This will be the 10th year they have operated their year-round program. They would be able to assist LPHS with tutoring and their supper program. They have a food bank that assists students with food during the weekend. They have mentoring programs and provide substance abuse prevention, including opioids. Their STEM Ninjas program connects high school students with elementary students. They work together during the summer at the Butte County Library. If they can rent space at Las Plumas, their STEM lab would be relocated there. Students in their program take field trips during the summer to tour colleges and the program helps them with academic scholarships and job mentoring. Their organization would love to partner with the district to pool resources. Mr. Sweeney asked about the substance abuse classes that discusses opioids. Ms. Brobst stated that their program is already up and running and has curriculum. LPHS Class of 2015 alumni, Shane Thomas, stated that he began attending the program in 8th grade. He is now working there as a staff member. The staff has always been supportive and provided many services he couldn't have received anywhere else. He is now paying it back to the community. He was selected as a Youth of the Year and won scholarship money by competing in the local and regional areas. He is now attending Butte College. LPHS Class of 2015 alumni, Shannon Greer, stated that she heard about the program from her sister. She was very shy and nervous at first but was able to build relationships. They staff was very supportive of her. She is now working there to give back to her community so students can receive the same support that she had. She wouldn't be where she is now without the club. She also competed and earned scholarship money to pay for her first year at Butte. Mrs. Walker asked the alumni if they thought it would be helpful for them to give a presentation to the freshmen so they are aware of what the program has to offer. Ms. Greer responded that it would definitely be helpful and they can discuss the amazing opportunities that exist. Ms. Brobst stated that they are working to see how they can get OHS and middle school students transported to their program. Dr. Willenberg stated that Mr. Hejl and Mr. Turley sit on the district's SAART team and offer their services to our students. Mr. Sweeney stated that they do an excellent job.

#7-18/19: On a motion by Mr. Sweeney, seconded by Mr. Sehorn, the board waived all facility fees for the 18/19 school year by the following vote:

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

MINUTES OF REGULAR MEETING JULY 18, 2018

Ms. Brobst tearfully thanked the board for their support and stated that she never dreamed this could happen.

24 Stipend for Board Members to Meet Medicare Guidelines and Allow them to Remain on their Existing Health Plans

#8-18/19: On a motion by Mrs. Walker, seconded by Mr. Sehorn, the board voted to start receiving a \$45 monthly stipend to meet Medicare guidelines as presented by the following vote:

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

25. Contract with School Services of California, Inc. to Perform a Total Compensation Study

Mrs. Walker asked which years would be compared. Dr. Willenberg reported that SSC puts together annual CADRE and SABRE reports that contain salary information. They can perform customized studies. They will look at 17/18 if all groups in the comparison have settled their contracts. SSC will look at job descriptions, not just job titles, to make sure they are comparing apples to apples.

#9-18/19: On a motion by Mrs. King, seconded by Mrs. Walker, the contract was approved as presented by the following vote:

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

Mr. Sweeney left the meeting at 7:05 p.m.

26. Amended Personnel Assignment Order

#10-18/19: On a motion by Mrs. Walker, seconded by Mr. Sehorn, the amended Personnel Assignment Order was approved by the following vote:

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

(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

Matthew Kermen
Assistant Principal-LPHS
Change from Step/Column 1/A \$86,005
To Step/Column 3/A \$92,570
Effective 7/1/2018

Durell Siplin
Assistant Principal-OHS
Change from Step/Column 1/B \$86,635
to Step/Column 3/B \$93,200
Effective 7/1/2018

Classified

Matthew Harris
Custodian – PHS
Change from 8.0 hrs/day, 195days/yr.
To 8.0hrs/day, 260days/yr at PHS/OAE-Chico site.
Effective 8/1/2018

2018/19 Substitute I.T.

Donna Hoisington
Brandon Giles
Gur Yang
Stephanie Miller

MINUTES OF REGULAR MEETING, JULY 18, 2018

Certificated (Cont.)

Judy DeRossett
Counselor – OHS
Change from Step/Column 7/IV \$61,587
to Step/Column 9/IV \$65,008

Deborah Williams Portelance
Home Economics Teacher - LPHS
Probationary
Hire is on a Home Ec. Provisional Internship
Permit (PIP) basis
Effective 8/13/18

Adrian Sherwin
ALT Ed Teacher-CDS
Change start wage from Step/Column 2/II
\$49,614 to 3/IV \$54,748
Effective 8/13/2018

2018/19 Substitute Teachers

Laura Hillman
Diana Huss
William Jackson
Margaret Kangas
Ernest King
David Lessard
Robin Lyon
Leopoldo Maestas
Jim Olexiewicz
Larry Philbeck
Mahara Renay
Susan Rinehart
Cliff Scheer
Tina Sebastian
Paul Weliver
Susanna Wise
Cheng Yang

LP Coaches 2018/19

Football-Freshman Assist.

Sam Burnett - Change from ASB paid to
Non-Paid

Basketball, Girls

Toby Thompson – Varsity Head Coach
(paid)

Cheer Coach Assistant

Ashley Harles (Non-Paid)
Corinne Feuerstein (Non-Paid)
Shannan Miller (Non-Paid)

LP Football-JV Assist

Dave Enser – paid ½ Stipend
Tony Hernandez- ASB paid \$500
Jon Hothan – paid ½ stipend

Classified (Cont.)

2018/19 Substitute Custodians

B Manalu, Agustri
B Manalu, Crystal
Bradford, Mariecon
Campolo, Gabriel
Collins, Justin
Collins, Le Chelle
Cunningham, Riley
Davis, Trevor
Deadmore, Jacob
Favela, Jesus
Gilbert, Michael
Hamrick, Connor
Horton, Cliff
Jones, Alyssa
King, Timothy
Lafayette, Lyle
Long, Kenneth
Ohlhausen, Dennis
Rodgers, Travis
Scott, Chad
Soria, Joel
Sweeney, James
Tekrony, Jim
Tekrony, Jon
Washington, Shannon
Young, Brooks

2018/19 Substitute Para Educators

Boatwright, Janean
Bradford, Mariecon
Collins, Jessica
Collins, Justin
Collins, Le Chelle
Davis, Trevor
Hernandez, Maria
Heatherwick, Melissa
Leonard, Annaliece
Lowery, Emily
Lyon, Robin
McMillian, Teresa
Mendez, Bianca
Miller, Stephanie

2018/19 Substitute Campus Supervisors

Deadmore, Jacob
Favela, Jesus
Giles, Brandon
Jacobsen, Chris
Lafayette, Lyle
Phillips, Ronnie
Reynolds, Ren
Santillan, Manuel
Scott, Chad
Soria, Joel

MINUTES OF REGULAR MEETING, JULY 18, 2018

Certificated (Cont.)

Classified (Cont.)

2018/19 Substitute Universal Support Staff

Burnett, Robert
Deadmore, Jacob
Favela, Jesus
Horton, Cliff
Phillips, Ronnie
Santillan, Manuel
Scott, Chad
Soria, Joel

2018/19 Substitute Groundskeeper

Cunningham, Riley
Deadmore, Jacob
Grimenstein, Russell
Horton, Cliff
Ohlhausen, Dennis
Soria, Joel

2018/19 Substitute Maintenance

Cunningham, Riley
Deadmore, Jacob
Grimenstein, Russell
Horton, Cliff
Ohlhausen, Dennis
Soria, Joel

2018/19 Substitute Courier

Shane Gable
Connie Smart
Jim Goebel
Susan Swartz
Kyle Keesling
Rizzo Ahmed
Kristy Johnson
Regina Halverson
Dawna Nielsen
Alex Rascon
Jeremy Backovich
Helen Smith
Jacob Deadmore
Ren Reynolds
Deana Cook
Samantha Hon
Debbie Martinez
Aderia Napier
Gur Yang

2018/19 Food Service Workers

Michelle Bryce
Jacob Deadmore
Connor Hammerick
Shannon Finkenkeller

MINUTES OF REGULAR MEETING, JULY 18, 2018

Certificated (Cont.)

Classified (Cont.)

2018/19 Substitute Bus Drivers

Shane Gable
Connie Smart
Jim Goebel
Susan Swartz
Kyle Keesling
Rizzo Ahmed
Kristy Johnson
Regina Halverson

2018/19 Substitute Transportation Custodians

Terry Rossetta
Helen Smith

27. Items for Next Agenda

Mrs. Walker asked about the AP test results. Dr. Willenberg responded that we are still trying to get results.

ADJOURNMENT

On a motion by Mr. Sehorn, seconded by Mrs. King, the meeting adjourned at 7:16 p.m.

(Signature of Board Official)

ATTEST:

Secretary to the Board of Trustees

Checks Dated 07/03/2018 through 07/10/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
117703	07/10/2018	Diana Castillo-Siplin	01-5200	AP Summer Institute 7/8-7/13/18 San Diego		492.11
117704	07/10/2018	Julie L. Decker	01-9500	Reimb Mileage 6/4-6/13		163.50
117705	07/10/2018	Andree M. Earley	01-9500	Reimb Mileage Silver Dollar Fair 5/22-5/26		176.84
117706	07/10/2018	Richard C. Darrach	01-9500	Reimb Mileage Silver Dollar Fair 5/21-5/26		146.50
117707	07/10/2018	Laura Lafayette	01-9500	Reimb Mileage Silver Dollar Fair 5/21-5/26		216.68
117708	07/10/2018	Az Bus Sales Inc	01-9500	Seat Cover transp		419.39
117709	07/10/2018	Better Deal Exchange	01-9500	Nozzle gun metalGDavis transp	22.49	
				Supplies GDavis transp	33.23	55.72
117710	07/10/2018	Browers Tow Service Inc	01-9500	Thomas '98 services transp		810.00
117711	07/10/2018	Buswest	01-9500	Cushion Cover transp		328.48
117712	07/10/2018	Educational Testing Service	11-9500	19 State Fee/93 Sub Test Fee OAE		1,310.00
117713	07/10/2018	Enloe Medical Center	01-9500	MHarris Pre emp test Custodian	303.00	
			11-9500	SChilton pre emp test para ed	303.00	606.00
117714	07/10/2018	Federal Express Corporation	01-9500	Mailing Ed Data Loretta		13.74
117715	07/10/2018	Hust Brothers Inc	01-9500	B64 parts GDavis	98.17	
				Cleaner RLacativo	141.31	
				Filter MGalev	4.71	
				Primary Wire MGalev	70.79	
				shop tools MGalev	191.08	
				supplies GDavis	97.98	
				supplies MGalev	39.26	643.30
117716	07/10/2018	Jimmys Custom Trophies	01-9500	2 plaques, OHS		40.76
117717	07/10/2018	Lyon Compliance Specialists Gregory K Lyon	01-9500	June2018 services transp		150.00
117718	07/10/2018	Marjorie Gibson	13-9500	Meals refund JGibson/DMcHugh, TGibson		58.00
117719	07/10/2018	Matco Tools	01-9500	Shop tools transp		124.79
117720	07/10/2018	Practical Inc.	01-9500	Medi-Cal Claims 6/28/18		22.78
117721	07/10/2018	Ray Morgan Company	01-9500	IR400IF Billing 6/17-9/16 & Usage	410.39	
				3/17-6/16 LP		
				Ricoh Billing 6/20-9/19 & Usage 3/30-6/19	4,004.64	4,415.03
				LP		
117722	07/10/2018	Specialized Education Services	01-9500	June2018 Services		1,290.75
117723	07/10/2018	Staples	01-9500	HP Toner Ink JOchs		2,058.67
117724	07/10/2018	Sunrise Environmental	01-9500	1 drum sudsy transp		1,735.95
117725	07/10/2018	Superglass Windshield Mark Allen Turner	01-9500	school buses services		320.00
117726	07/10/2018	Tehama Tire Service	01-9500	B23 parts transp	487.82	
				firestone tires transp	3,928.12	
				parts transp	1,054.01	
				trailer parts	164.13	5,634.08

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.

023 - Oroville Union High School District

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ESCAPE ONLINE
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Checks Dated 07/03/2018 through 07/10/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
117727	07/10/2018	Total Education Solutions	01-9500	May2018 Services		11,265.00
117728	07/10/2018	ULTIMATE GRAD COMPANY NRP	11-9500	Caps/Gowns June2018 Ceremony		1,157.11
117729	07/10/2018	Us Bank	01-9500	Amazon RSanders	51.46	
				Blue Sail Inn ALerner PHS	319.74	
				Butte College food Doug OHS 4/24	151.39	
				Dragon Graphics DSPasbo	278.43	
				Joann Fabric Mayfield LP	30.70	
				Riebes/Oreilly DBriggs 4/20 & 3/23	292.28	
				Walmart DSPasbo 4/21 & 4/24	82.21	1,206.21
117730	07/10/2018	Michael R. Buchanan	01-5200	reimb Meals AP Conference 7/29-8/02		194.50
117731	07/10/2018	Sammy G. Burnett	01-5200	Reimb Mileage/Meals AP Conference 7/15-7/19		321.23
117732	07/10/2018	Before The Movie Inc.	01-5806	July20158 Ad Feather River Cinema	691.00	
				July20158 Ad Paradise Cinema	575.00	1,266.00
117733	07/10/2018	OUHSD Deposit Account	01-5800	ck#1060 overdraft fee	35.00	
				ck#1060 PHS NSF Check	215.00	250.00
117734	07/10/2018	OUHSD Revolving Fund	01-4300	ck#1058 Ferguson Ent	278.85	
			01-5900	ck#1061 Bulk mail postage	181.29	
			01-8699	ck#1060 NSF & Fee	215.00	675.14
				Total Number of Checks	32	37,568.26

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	29	34,740.15
11	AdultEducationFund	3	2,770.11
13	CafeteriaSpecialRevenueFund	1	58.00
	Total Number of Checks	32	37,568.26
	Less Unpaid Sales Tax Liability		.00
	Net (Check Amount)		37,568.26

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

023 - Oroville Union High School District

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ReqPay12c

Board Report

Checks Dated 07/12/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
117984	07/12/2018	Pamela I. Moran	01-9500	Mileage 5/21-6/7 Sped LP & OHS		43.38
117985	07/12/2018	Daniel Rossetta	01-9500	Reimb Meals Cal Skate 2/9		14.00
117986	07/12/2018	At&t	01-9500	Billing 05/24-6/23/18 DW	948.30	
				Billing 05/24-6/23/18 LP	16.74	
				Billing 05/24-6/23/18 LP Fax	17.13	
				Billing 05/24-6/23/18 OHS	16.76	
				Billing 05/24-6/23/18 PHS	16.59	
				Billing 05/24-6/23/18 OAE	88.63	1,104.15
117987	07/12/2018	Educational Data Systems	11-9500	582 Pre ID Scanning Loretta PO18-00089		377.14
117988	07/12/2018	Food Maxx Save Mart Supermarkets	01-9500	Credit return supplies 6/26/18	12.20-	
				June2018 ATC Supplies	160.10	147.90
117989	07/12/2018	Grainger Inc	01-9500	supplies maint		1,231.16
117990	07/12/2018	Hobbs Pest Solutions Inc.	01-9500	June2018 services LP	150.00	
				June2018 services OHS	150.00	
				June2018 services PHS	95.00	
				June2018 services OAE	55.00	450.00
117991	07/12/2018	Latitudes David R Hironimus	01-9500	elters sign transp	262.33	
				parking sign harrison stadium	516.95	779.28
117992	07/12/2018	Leapud	01-9500	Sewer 04/01-6/30/18 LP # 3357-00	5,294.70	
				Sewer 04/01-6/30/18 LP #3356-00	799.20	6,093.90
117993	07/12/2018	Office Depot	01-9500	laminator Dahlgren PO18-00414		166.07
117994	07/12/2018	Oroville Power Equipment	01-9500	rope starter maint		10.42
117995	07/12/2018	Pg&e	01-9500	Billing 05/17-6/17/18 DW #7241342564-5	20,759.79	
				Billing 05/17-6/17/18 Transp	772.53	
				Billing 05/22-6/20/18 LP # 0290829210-1	665.51	
			11-9500	Billing 05/17-6/17/18 OAE Chico	790.35	
				Billing 05/17-6/17/18 OAE Main	29.71	23,017.89
117996	07/12/2018	Riebes Auto Parts Llc.	01-9500	Supplies DBriggs OHS		13,113.88
117997	07/12/2018	Sanitorial Janitorial Inc.	11-9500	June2018 services OA Chico		675.00
117998	07/12/2018	Sfwp	01-9500	June2018 Billing LP # 007847-000	312.94	
				June2018 Billing LP Ag # 007833-000	157.05	469.99
117999	07/12/2018	Sharp Locksmithing Garage Door	01-9500	labor/3 keys ohs		76.44
118000	07/12/2018	Supplyworks	01-9500	cleaning supplies transp RLacativo	588.36	
				Supplies BBradford LP	1,326.36	
				Supplies JBradford OHS	5,268.62	
				Supplies KSimon LP	608.46	
				Supplies OHS	404.65	8,196.45

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Checks Dated 07/12/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
118001	07/12/2018	Tehama Tire Service	01-9500	goodyear tire transp	263.48	
118002	07/12/2018	Tree Of Life Tree Service	01-9500	Tire parts transp	2,933.51	3,196.99
118003	07/12/2018	Mihai R. Galev	01-5200	Aerial lift removal services OHS		300.00
118004	07/12/2018	Daniel J. Bowman	01-5200	Reimb Meals/resort fee Bluebird Trng 7/15-7/18		178.75
118005	07/12/2018	Ca Association Of Ffa	01-5200	Reimb Meals/resort fee Bluebird Trng 7/15-7/18		178.75
				National FFA Convention -Oct2018	7,200.00	
				National FFA Convention Advisor	2,740.00	9,940.00
				Registration		
118006	07/12/2018	OUHSD Scholarship Fund	73-5800	Reimb ck# 1339-1350		8,150.00
118007	07/12/2018	Seven Up Bottling Company of Chico Inc.	11-5601	Jul2018 Lease OAE Chico		4,500.00
118008	07/12/2018	Us Bank	01-5300	Amazon Membership 18/19	127.63	
				SWatts AICPA Membership Renewal SY18/19	275.00	402.63
118009	07/12/2018	CA Dept of Tax & Fee Admin	13-9500	Adult Meals Tax -SY17/18		773.35
118010	07/12/2018	CA Dept of Tax & Fee Admin	01-9500	Apr-June2018 Diesel Tax		94.52
118011	07/12/2018	Butte County Sheriff	01-9500	Fingerprint Sub Para Ed	72.00	
				Fingerprints Sec/Sub Clerical/Camp Supervisor	108.00	
				Fingerprints Sub Courier	36.00	
			11-9500	Fingerprints CNA's	252.00	
			13-9500	Fingerprint Sub FSW	36.00	504.00
118012	07/12/2018	Carpets Galore Inc.	01-9500	Carpet Installation		3,244.00
118013	07/12/2018	Dannis Woliver Kelley	01-9500	May2018 Certificated Discipline	450.00	
				May2018 Certificated Negotiations	3,075.00	
				May2018 Classified Discipline	575.00	
				May2018 Classified Dismissal	325.00	
				May2018 Classified Negotiations	2,575.00	
				May2018 General Legal	477.50	
				May2018 PERB/OSTA	5,175.00	
				May2018 Special Ed	1,033.50	13,686.00
118014	07/12/2018	Ewing Irrigation Products	01-9500	Coupling BCash		10.11
118015	07/12/2018	Hunt And Sons Inc	01-9500	Gas 2962/Diesel 4469		20,534.18
118016	07/12/2018	Jack Schreder & Associates Inc	25-9500	Dev Fee Justification Study		4,563.00
118017	07/12/2018	New Life Rehabilitation Llc	01-9500	June 2018 Services		1,505.00
118018	07/12/2018	Refrigeration Supplies Distributor	01-9500	Inverter Controller Maint		276.26
118019	07/12/2018	Specialized Education Services	01-9500	Extender Summers School		10,320.50

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
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Checks Dated 07/12/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
118020	07/12/2018	State of CA Dept of Justice Office of the Attorney General	01-9500	Fingerprints Teachers/Sub Custodian	192.00	
			11-9500	Fingerprints CNA's	640.00	832.00
118021	07/12/2018	Us Bank	01-9500	JAndrew Skills USA Resort Fee Indiana	116.98	
				Los Compadres CSEA Negotiations	66.12	
				West Upton Skills USA Ca rental	569.17	752.27
				Total Number of Checks	38	139,909.36

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund	33	119,356.32
11	Adult Education Fund	7	7,030.69
13	Cafeteria Special Revenue Fund	2	809.35
25	Capital Facilities Fund	1	4,563.00
73	Foundation Priv Purpose Trust Fu	1	8,150.00
	Total Number of Checks	38	139,909.36
	Less Unpaid Sales Tax Liability		.00
	Net (Check Amount)		139,909.36

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

023 - Oroville Union High School District

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ReqPay12c

Board Report

Checks Dated 07/17/2018 through 07/19/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
118365	07/17/2018	Amazon.com Llc	01-4400	NexIQ Link Connector Rick	749.68	699.00
118366	07/17/2018	Susan M. Watts	01-5200	reimb Mileage Sac SSC Finance Workshop 7/11	50.68-	75.21
118367	07/17/2018	Comcast	11-5900	July2018 Billing #8155600281374978 OAE Chico		94.97
118368	07/17/2018	Department Of Industrial Relations	01-5800	Wheelchair Conveyance Renewal LP 18/19	125.00	
				Wheelchair Conveyance Renewal OHS 18/19	125.00	250.00
118541	07/19/2018	Jonathon M. Andrew	01-5200	Skills USA Meals/parking fee reimb		195.41
118542	07/19/2018	Calif Water Service Company	01-5505	June 2018 Billing OHS	42.57	
118543	07/19/2018	Century Link	11-5505	June 2018 Billing OAE	263.37	305.94
118544	07/19/2018	Crosswell Trucking	01-5900	June2018 Billing		1.16
			01-4300	sand OHS	148.63	
118545	07/19/2018	Gold Star Foods	13-4700	top soil LP	363.13	511.76
				Crdt inv32373560 cafeteria	35.35-	
				June2018 cafeteria state fee	16.00	
				June2018 flat bread cafeteria	38.25	
				June2018 mixed fruits cafeteria	52.95	
				June2018 Refried Beans storage fee	10.00	81.85
118546	07/19/2018	Holt of California	01-6400	Cafeteria		
118547	07/19/2018	Home Depot	01-4300	forklift maint		14,907.75
				credit ball valve santos	15.67-	
				May2018 supplies AJ	147.24	
				May2018 supplies BCash	170.14	
				May2018 supplies Bret	1,587.34	
				May2018 supplies Brett	248.27	
				May2018 supplies Jlagrone	88.53	
				May2018 supplies Larry PHS	82.83	
				May2018 supplies Santos	365.06	2,673.74
118548	07/19/2018	Matco Tools	01-4360	wrench transp		356.93
118549	07/19/2018	Pq&e	01-5501	Billing 05/31-6/28/18 LP		787.92
118550	07/19/2018	Ray Morgan Company	01-5603	IR4245 Usage 4/1-6/30/18 DO SPed	31.68	
				IR6255 Usage 7/17-6/30/18 DO	17.52-	
				Downstairs copier		
				IR6255 Usage 7/17-6/30/18 Supt Office	25.52	
				Samsung Usage 7/17-6/30/18	164.79	
			11-5603	IR C760 Usage 4/1-6/30/18	180.09	

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

ESCAPE ONLINE
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Checks Dated 07/17/2018 through 07/19/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
118550	07/19/2018	Ray Morgan Company	11-5603	IR6255 Usage 4/1-6/30/18	3.43	
				IR6255 Usage 7/17-6/30/18	1,292.72	1,680.71
118551	07/19/2018	Recology Butte Colusa Counties	01-5506	June 2018 Billing DO	54.69	
				June 2018 Billing Harrison Stadium	480.35	
				June 2018 Billing LPHS	1,577.83	
				June 2018 Billing OHS	1,504.86	
				June 2018 Billing PHS	116.24	
				June 2018 Billing transfer station # 020375774	98.08	
				June 2018 Billing transp	129.44	
			11-5506	June 2018 Billing OAE	225.40	4,186.89
118552	07/19/2018	Sharp Locksmithing Garage Door	01-4300	1 padlock	33.25	
				3 blank keys Charles	3.22	
				blank keys/padlock bharles	74.54	111.01
118553	07/19/2018	Butte County Sheriff	01-5800	RSD services 3rd qtr	40,065.73	
				RSD services 4th qtr	33,388.05	73,453.78
118554	07/19/2018	Spurr	01-5501	June2018 Billing DW	2,750.84	
				June2018 Billing Transportation	487.13	
			11-5501	June2018 Billing OAE	24.80	3,262.77
118555	07/19/2018	Acsa	01-5200	ACSA SPED Academy- Kevin Simas		1,285.00
118556	07/19/2018	Blackboard Inc.	01-5850	Web Hosting SY18/19		5,783.40
118557	07/19/2018	DEE FAIRBANKS ENTERPRISES	01-5640	Asphalt repairs at Oroville Adult Education		8,650.00
118558	07/19/2018	National Cinemedia Llc.	01-5806	Ad 6/29-7/26/18 Paradise & Chico Cinema		1,250.00
118559	07/19/2018	Practi-cal Inc.	01-5800	Medi-Cal Claims 7/12/18		14.95
118560	07/19/2018	Thermalito Water & Sewer Dist	01-5505	July2018 CDS	145.28	
				July2018 PHS	281.64	426.92
118561	07/19/2018	Tree Of Life Tree Service	01-5800	Tree Maintenance.		2,400.00
				Total Number of Checks	25	123,447.07

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	23	121,331.12
11	AdultEducationFund	5	2,084.78
13	CafeteriaSpecialRevenueFund	1	81.85

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

Checks Dated 07/17/2018 through 07/19/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
		Total Number of Checks	25			123,497.75
		Less Unpaid Sales Tax Liability				50.68
		Net (Check Amount)				123,447.07

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

023 - Oroville Union High School District

Generated for Analyn Dyer (ADYER), Jul 19 2018 5:08PM

Checks Dated 07/24/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
118718	07/24/2018	Sammy G. Burnett	01-5200	Reimb Lodging AP Conference 7/15-7/19		848.20
118719	07/24/2018	Butte County Sheriff	01-5804	Fingerprints OHS Teachers/sub custodian	216.00	
			11-5804	Fingerprints CNA's A,t Ed Teacher	684.00	900.00
118720	07/24/2018	Cartvertising	11-5806	Ad Safeway Chico	4,800.00	
				Ad Safeway Paradise	3,151.00	7,951.00
118721	07/24/2018	Seven Up Bottling Company of Chico Inc.	11-5601	Aug2018 Lease OAE Chico		4,500.00
118722	07/24/2018	Sportsnet Inc.	01-5850	Coach Mgmt System SY18/19		1,550.00
118723	07/24/2018	Better Deal Exchange	01-4300	June 2018 supplies McConway	12.84	
				June2018 supplies ACAhee	20.72	
				June2018 supplies BCash	126.47	
				June2018 supplies BHarles	79.22	
				June2018 supplies DVangilder	85.76	
				June2018 supplies JLaGrone	18.43	
				June2018 supplies KSimon	99.78	
				June2018 supplies SGoff	82.55	574.10
				June2018 supplies SServantes	48.33	
118724	07/24/2018	Better Deal Exchange Acct 204320	01-4360	Supplies GDavis transp		29.51
118725	07/24/2018	Buswest	01-4363	2 channel recorder for bus		5,724.77
118726	07/24/2018	Dannis Woliver Kelley	01-5801	June2018 Board Issues	450.00	
				June2018 Certificated Negotiations	2,825.00	
				June2018 Claassified Negotiations	4,625.00	
				June2018 Classified Discipline	75.00	
				June2018 Classified Dismissal	300.00	
				June2018 Gen legal services	440.00	
				June2018 Personnel Issues	667.50	
118727	07/24/2018	Fastenal Company	01-4360	June2018 Spec Ed Services	1,351.50	10,734.00
				MGalev supplies transp	59.88	
				Supplies Transp	358.83	418.71
118728	07/24/2018	Food Maxx Save Mart Supermarkets	01-4300	ATC supplies		91.46
118729	07/24/2018	Graphic Fox Ink	01-4300	Yearbook 2018 PHS		457.10
118730	07/24/2018	K-gas	01-4360	propane transp		86.44
118731	07/24/2018	Sacramento Truck Center	01-4363	B64 parts transp		1,943.91
118732	07/24/2018	Us Bank	01-4360	cutler saw Rsanders	466.54	
				wall calendar rsanders	31.09	497.63
118733	07/24/2018	Valero Marketing And Supply	01-4361	Crdt Fed Motor	3.70-	
				Interest Chrg	14.75	
				LF Transp	35.90	

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 07/24/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
118733	07/24/2018	Valero Marketing And Supply	01-4361	Manteca CA	86.86	133.81
118734	07/24/2018	Brenda M. Watts	01-5900	Reimb postage mailing OHs		167.01
118735	07/24/2018	Batteries Plus	01-4360	Alkaline AAA Batteries Rick		30.89
118736	07/24/2018	Calif Water Service Company	01-5505	Billing 5/11-6/11/18 DW		6,658.62
118737	07/24/2018	Day Wireless Systems	01-5900	July2018 Billing Transp		616.00
118738	07/24/2018	Lyon Compliance Specialists Gregory K Lyon	01-5800	July2018 services transp		150.00
118739	07/24/2018	San Joaquin Office Of Ed	01-5300	Edjoin Account Fees Renewal SY18/19		450.00
118740	07/24/2018	Tree Of Life Tree Service	01-5800	Tree maintenance.		14,000.00
118741	07/24/2018	Us Bank	01-4300	Hobart J Lagrone PHS	55.88	
				LP Field Grass J Lagrone	93.00	
				Sched73Parts J Lagrone OHS	159.77	
			01-4360	Costco cotton Rick	57.88	
				Staples copy paper Rick	257.29	
			01-5200	Meals Sac SWatts 7/11	15.24	
				Meals Tip-SWatts 7/11/18	2.28	
				Parking Fee Sac SWatts 7/11/18	10.00	
				Travelocity Grandsierra MGalev/DBowman	706.64	1,357.98
				Transp		
118742	07/24/2018	Valero Marketing And Supply	01-4361	Ashland CA	71.02	
				Crdt Fed Motor 7/16	15.42-	
				Eugene OR	95.20	
				Int trans 7/17/18	4.99	
				San Luis CA	122.00	277.79
Total Number of Checks					25	60,148.93

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	23	47,013.93
11	AdultEducationFund	3	13,135.00
Total Number of Checks		25	60,148.93
Less Unpaid Sales Tax Liability			.00
Net (Check Amount)			60,148.93

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

Checks Dated 07/26/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
118965	07/26/2018	Richard C. Darrach	01-4300	Wine Barrel reimb		250.00
118966	07/26/2018	Accrediting Commission	01-5300	Membership Dues SY18/19 LPHS	1,020.00	
				Membership Dues SY18/19 OHS	1,020.00	
118967	07/26/2018	Butte Co Public Health	13-5800	Membership Dues SY18/19 PHS	1,020.00	3,060.00
				Annual Food Permit SY18/19 CDS	333.00	
				Annual Food Permit SY18/19 LPHS	555.00	
				Annual Food Permit SY18/19 OHS	555.00	
				Annual Food Permit SY18/19 OHS Jazz Cafe	444.00	
118968	07/26/2018	Ca Occupational Medical Prof	01-5804	Annual Food Permit SY18/19 PHS	555.00	2,442.00
				TB/PPD Skin Test JA Tekrony Sub Custodian		30.00
118969	07/26/2018	Cox Glass	01-5640	Glass OHS Jlagrone		88.45
118970	07/26/2018	Grainger Inc	01-4300	3Ring Binder Jlagrone	26.45	
				Memo books Jlagrone	19.65	46.10
118971	07/26/2018	Thomas L. Frazier II	01-5200	Reimb Lodging SF Athletic awards		549.39
118972	07/26/2018	Julie E. Tooker	01-4300	Reimb costco silverfair photos LP	199.98	
			01-5620	Reimb hardrive repairs LP	200.00	399.98
118973	07/26/2018	Educational Testing Service	11-5800	June2018 14 State fee/70 Sub test fee		980.00
118974	07/26/2018	Federal Express Corporation	01-5900	Returns on PO18-00110		35.53
118975	07/26/2018	George Roofing	01-5640	June2018 gutters DO	3,100.00	
				June2018 gutters OAE	1,374.00	
118976	07/26/2018	Home Depot	01-4300	June2018 gutters Trans	328.00	4,802.00
				crdt returned items 8795 01441518	53.60-	
				June2018 supplies AJ	287.16	
				June2018 supplies bill	69.95	
				June2018 supplies bret	178.24	
				June2018 supplies LP kitchen	23.52	
				June2018 supplies russell lp	108.77	
				June2018 supplies santos	53.65	
118977	07/26/2018	Ray Morgan Company	01-5602	June2018 supplies santos Phs	9.95	677.64
				IR6255 4/17-7/16/18 LP	1,825.40	
118978	07/26/2018	Total Education Solutions	01-5603	IR6255 Usage 4/17-7/16/18 LP	297.60	2,123.00
			01-5800	June2018 services	4,707.50	
Total Number of Checks					14	20,191.59

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

023 - Oroville Union High School District

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Checks Dated 07/26/2018

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

Fund	Description	Check Count	Expensed Amount
01	General Fund	12	16,769.59
11	Adult Education Fund	1	980.00
13	Cafeteria Special Revenue Fund	1	2,442.00
Total Number of Checks		14	20,191.59
Less Unpaid Sales Tax Liability			.00
Net (Check Amount)			20,191.59

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Checks Dated 07/31/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
119195	07/31/2018	Better Deal Exchange	01-4360	Saw Blade GDavis Shop tools DBowman	17.15 16.27	33.42
119196	07/31/2018	California's Valued Trust Attn: Finance Department	01-9544	Aug2018 Retirees	52,894.49	
119197	07/31/2018	CAM Painting Inc	01-9560	Aug2018 Gen Ben Active	296,648.51	349,543.00
119198	07/31/2018	Continental Athletic Supply	01-5640	Paint exterior doors and frames on gym.		5,900.00
119199	07/31/2018	High Tech Carpet & Upholstery Cleaning	01-5620	Reconditioned FB gear OHS		7,762.94
			01-5620	Carpet Cleaning Transp	108.00	
			01-5800	Carpet cleaning	379.00	487.00
119200	07/31/2018	Hust Brothers Inc	01-4360	July2018 Oil resistance GDavis	8.88	
			01-4363	July2018 B-60 GDavis	160.52	
				July2018 MGalev	45.26	
				July2018 oil bath seal GDavis	149.81	393.17
				July2018M-61 GDavis	28.70	1,309.66
119201	07/31/2018	JW Wood Company Inc.	01-4300	BCash PHS		80.92
119202	07/31/2018	Matco Tools	01-4360	protective cover transp		1,486.99
119203	07/31/2018	NorCal Kenworth	01-4363	B59 parts		386.00
119204	07/31/2018	Perseus Associates	01-5850	July2018 hosting fee transp		
119205	07/31/2018	Stwp	01-5505	July2018 Billing LP #007847-000	290.93	
				July2018 Billing LP Ag# 007833-000	146.20	437.13
119206	07/31/2018	Trane U.S. Inc.	01-4300	LP bandroom JIagrone		532.95
119207	07/31/2018	Az Bus Sales Inc	01-4363	cushion cover trans		92.47
119208	07/31/2018	Dirks Automotive & Transmission	01-5620	1992 F350 repair		495.36
119209	07/31/2018	Englund Chiropractic Office	01-5804	DMV Physical Susan Swartz		75.00
119210	07/31/2018	Holt of California	01-5620	repair brake system transp		288.00
119211	07/31/2018	Oroville Ford	01-6400	2018 Ford transit Maint		27,839.10
119212	07/31/2018	Voltage Specialists William L Bunch Jr	01-5640	#18-133 services OHS Library	1,165.00	
				#18-136 services OHS	390.00	
				#18-168 services LPHS	515.00	2,465.00
				#18-170 services OHS	395.00	153.69
119213	07/31/2018	Mihai R. Galev	01-5200	Reimb mileage Reno Bluebird trng 7/16-7/18		
119214	07/31/2018	Daniel J. Bowman	01-5200	Reimb mileage Reno Bluebird trng 7/16-7/18		160.23
119215	07/31/2018	Butte Co Public Health	01-5800	Cupa Billing SY18/19		2,004.00
119216	07/31/2018	Us Bank	01-4300	MSC Jandrew	96.37	
			01-4360	Home depot Rick	34.45	
			01-4363	Amazon rick	12.90	

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Checks Dated 07/31/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
119216	07/31/2018	Us Bank	01-5200	Small School District Negotiation Training	3,500.00	3,643.72
119217	07/31/2018	Oroville Adult Ed Revolving	11-9130	Corey Reimb ck1164-1168		2,979.87
Total Number of Checks					23	408,549.62

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	22	405,569.75
11	AdultEducationFund	1	2,979.87
Total Number of Checks		23	408,549.62
Less Unpaid Sales Tax Liability			.00
Net (Check Amount)			408,549.62

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

023 - Oroville Union High School District

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Checks Dated 08/01/2018 through 08/07/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
119794	08/07/2018	Before The Movie Inc.	01-5806	Aug2018 Ad Feather River Cinema	575.00	
119795	08/07/2018	Jacksons Glass Co	01-5640	Aug2018 Ad Paradise Cinema	691.00	1,266.00
119796	08/07/2018	Odysseyware Glynlyon Inc	01-5850	Window replacement in gym.		14,788.65
				Full Odysseyware Library-		70,875.00
				09/1/18-8/31/2021		
119797	08/07/2018	OUHSD Scholarship Fund	73-5800	Reimb cks 1354-1356		1,212.50
119798	08/07/2018	Pitney Bowes Inc Global Financial Services LLC	01-5602	05/23-8/22/18 PHS		155.07
119799	08/07/2018	Pro Sport Floors Inc.	01-5640	Repair of West gym wood floor and refinish		14,900.00
Total Number of Checks					6	103,197.22

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	5	101,984.72
73	FoundationPrivPurposeTrustFu	1	1,212.50
Total Number of Checks		6	103,197.22
Less Unpaid Sales Tax Liability			.00
Net (Check Amount)			103,197.22

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

023 - Oroville Union High School District

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Fund 01 - General Fund

Fiscal Year 2018/19 Through August 2018

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	Rcvd %
Revenue Detail						
LCFF Revenue Sources						
8011	LCFF State Aid-Current Year	14,004,348.00	14,004,348.00		14,004,348.00	
8012	Edu Protection Account St Aid Cur Yr	2,972,556.00	2,972,556.00		2,972,556.00	
8021	Homeowners' Exemptions	108,064.00	108,064.00		108,064.00	
8022	Timber Yield Tax	33,610.00	33,610.00		33,610.00	
8029	Othr Subventions In-Lieu Taxes	3,745.00	3,745.00		3,745.00	
8041	Secured Roll Taxes	6,794,326.00	6,794,326.00		6,794,326.00	
8042	Unsecured Roll Taxes	415,974.00	415,974.00		415,974.00	
8043	Prior Years Taxes	10,993.00	10,993.00		10,993.00	
8044	Supplemental Taxes	90,488.00	90,488.00		90,488.00	
8045	Educational Revenue Augmentation Fund	1,191,385.00	1,191,385.00		1,191,385.00	
8047	Community Redevelopment Funds	1,031,311.00	1,031,311.00		1,031,311.00	
8096	Trans 2 Chrt Sch In Lieu Of Prop Taxes	402,569.00	402,569.00		402,569.00	
	Total LCFF Revenue Sources	23,871,461.00	23,871,461.00	.00	23,871,461.00	
Federal Revenue						
8181	Special Education-Entitlement	232,033.00	232,033.00		232,033.00	
8290	All Other Federal Revenue	1,101,312.00	1,101,312.00		1,101,312.00	
	Total Federal Revenue	1,333,345.00	1,333,345.00	.00	1,333,345.00	
Other State Revenues						
8311	Other State Apportionments Curr Yr	708,657.00	708,657.00		708,657.00	
8550	Mandated Cost Reimbursements	796,000.00	796,000.00		796,000.00	
8560	State Lottery Revenue	400,000.00	400,000.00		400,000.00	
8590	All Other State Revenue	1,259,323.00	1,259,323.00		1,259,323.00	
	Total Other State Revenues	3,163,980.00	3,163,980.00	.00	3,163,980.00	
Other Local Revenue						
8650	Leases and Rentals	12,000.00	12,000.00		12,000.00	
8660	Interest	73,000.00	73,000.00		73,000.00	
8677	Interagency Svcs Between LEAs	581,404.00	581,404.00		581,404.00	
8699	All Other Local Revenue	114,164.00	114,164.00	175.00-	114,339.00	-0.15
8792	Transfr Apportionment Frm Cnty Offices	199,959.00	199,959.00		199,959.00	
	Total Other Local Revenue	980,527.00	980,527.00	175.00-	980,702.00	-0.02
	Total Year To Date Revenues	29,349,313.00	29,349,313.00	175.00-	29,349,488.00	0.00
Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance % Used

Selection

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

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Fund 01 - General Fund

Fiscal Year 2018/19 Through August 2018

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail							
Certificated Salaries							
1100	Certificated Teachers Salaries	7,535,597.00	7,535,597.00	7,563,655.22	4,847.50	32,905.72-	0.06
1101	Teacher Sub Pay	237,158.00	237,158.00		240.00	236,918.00	0.10
1102	Teacher Extra Pay	379,744.00	379,744.00		6,946.75	372,797.25	1.83
1200	Certificated Pupil Support Salaries	739,759.00	739,759.00	736,950.06	13,670.57	10,861.63-	1.85
1202	Pupil Support Extra Pay	15,495.00	15,495.00			15,495.00	
1300	Certificated Supervisor Administrative Salary	907,018.00	907,018.00	832,538.08	75,685.28	1,205.36-	8.34
1902	Other Certificated Extra Pay	3,399.00	3,399.00			3,399.00	
Total Certificated Salaries		9,818,170.00	9,818,170.00	9,133,143.36	101,390.10	583,636.54	1.03
Classified Salaries							
2100	Classified Instructional Salary	764,096.00	764,096.00	729,725.98		34,370.02	
2101	Paraprofessional Sub Pay	41,000.00	41,000.00		1,025.28	39,974.72	2.50
2102	Paraprofessional Extra Pay	55,000.00	55,000.00		4,282.36	50,717.64	7.79
2200	Classified Support Salaries	1,341,684.00	1,341,684.00	1,200,167.87	75,643.36	65,872.77	5.64
2201	Class Support Sub Pay	110,000.00	110,000.00		7,397.92	102,602.08	6.73
2202	Class Support Extra Pay	76,737.00	76,737.00		5,023.55	71,713.45	6.55
2300	Class Supervisor Administrative Salary	282,314.00	282,314.00		23,526.17	04-	8.33
2400	Clerical Technical Office Staff Salary	983,708.00	983,708.00	925,694.63	57,472.27	541.10	5.84
2401	Clerical Sub Pay	4,500.00	4,500.00			4,500.00	
2402	Clerical Extra Pay	8,652.00	8,652.00		1,349.72	7,302.28	15.60
2900	Other Classified Salaries	490,492.00	490,492.00	503,511.54	23,619.14	36,638.68-	4.82
2901	Other Classified Sub Pay	15,000.00	15,000.00		1,192.59	13,807.41	7.95
2902	Other Classified Extra Pay	6,000.00	6,000.00		1,905.88	4,094.12	31.76
Total Classified Salaries		4,179,183.00	4,179,183.00	3,617,887.89	202,438.24	358,856.87	4.84
Employee Benefits							
3101	STRS Certificated Positions	2,423,942.00	2,423,942.00	1,465,202.09	15,923.73	942,816.18	0.66
3102	STRS Classified Positions	9,678.00	9,678.00	9,146.34		531.66	
3202	PERS Classified Positions	655,873.00	655,873.00	614,997.50	32,862.07	8,013.43	5.01
3301	OASDI Medicare Alternative Certificated Positions	3,076.00	3,076.00	3,177.02	9.18	110.20-	0.30
3302	OASDI Medicare Alternative Classified Positions	243,775.00	243,775.00	211,066.51	11,942.64	20,765.85	4.90
3311	Medicare Certificated	137,403.00	137,403.00	127,585.06	1,448.03	8,369.91	1.05
3312	Medicare Classified	58,459.00	58,459.00	50,415.04	2,816.09	5,227.87	4.82
3401	Health Welfare Benefits Certificated Positions	2,489,087.00	2,489,087.00	2,412,095.96	6,985.06	70,005.98	0.28
3402	Health Welfare Benefits Classified Positions	1,143,786.00	1,143,786.00	1,041,716.57	43,620.48	58,448.95	3.81
3501	State Unemployment Insurance Certificated Positions	11,850.00	11,850.00	4,512.28	49.95	7,287.77	0.42
3502	State Unemployment Insurance Classified Positions	2,018.00	2,018.00	1,738.86	97.26	181.88	4.82

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 2018/19 Through August 2018

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail (continued)							
Employee Benefits (continued)							
3601	WInsuranceCertificatdPositns	228,294.00	228,294.00	216,822.32	2,407.04	9,064.64	1.05
3602	WCCCompensnInsrnceClassPositn	97,177.00	97,177.00	85,888.99	4,727.98	6,560.03	4.87
3701	OPEBAlocatedCertificatdPositn	459,210.00	459,210.00	440,595.87	4,557.06	14,057.07	0.99
3702	OPEBAlocatedClassifiedPositn	212,390.00	212,390.00	176,191.22	9,858.70	26,340.08	4.64
	Total Employee Benefits	8,176,018.00	8,176,018.00	6,861,151.63	137,305.27	1,177,561.10	1.68
Books and Supplies							
4100	AprvdtxtbookCorCurriculaMterl	204,000.00	204,000.00	232,751.24		28,751.24-	
4200	BooksandOtherReferenceMaterial	400.00	400.00	5,094.38	444.50	5,138.88-	111.13
4300	MaterialsandSupplies	777,282.00	777,282.00	70,753.62	2,572.58	703,955.80	0.33
4360	TransportationGenSupplies	20,000.00	20,000.00		503.73	19,496.27	2.52
4361	TransportationFuel	100,000.00	100,000.00		277.79	99,722.21	0.28
4362	TransportationOilGrease	6,000.00	6,000.00			6,000.00	
4363	TransportationParts	52,000.00	52,000.00		1,884.18	50,115.82	3.62
4364	TransportationTires	13,000.00	13,000.00			13,000.00	
4400	NoncapitalizedEquipment	4,908.00	4,908.00	58,045.16		53,137.16-	
	Total Books and Supplies	1,177,590.00	1,177,590.00	366,644.40	5,682.78	805,262.82	0.48
Services and Other Operating Expenditures							
5200	TravelandConferences	144,593.00	144,593.00	1,290.00	18,061.83	125,241.17	12.49
5300	DuesandMemberships	27,500.00	27,500.00	9,295.93	14,471.63	3,732.44	52.62
5450	OtherInsurance	196,000.00	196,000.00		195,505.00	495.00	99.75
5501	GasElectricity	320,909.00	320,909.00	100,280.00		220,629.00	
5502	PestControl	4,000.00	4,000.00	6,240.00		2,240.00-	
5503	SewerFees	61,200.00	61,200.00			61,200.00	
5505	Water	64,000.00	64,000.00	55,177.33	7,522.67	1,300.00	11.75
5506	WasteDisposal	47,200.00	47,200.00	47,000.00		200.00	
5601	FacilitiesRent	6,000.00	6,000.00			6,000.00	
5602	CopierPostageMeterRents	46,000.00	46,000.00	48,210.61		2,210.61-	
5603	CopierMaintenance	34,005.00	34,005.00	11,000.00		23,005.00	
5620	EquipmentRentalsAndRepairs	105,105.00	105,105.00	678.22	7,870.94	96,555.84	7.49
5630	ComputerMaintenanceRepairs	41,000.00	41,000.00			41,000.00	
5640	BuildingAndSiteRepairs	230,000.00	230,000.00	76,060.15	14,638.45	139,301.40	6.36
5750	TransfersDirectCostsInterfund	5,308.00-	5,308.00-			5,308.00-	
5800	ProfConsultngSrvcsandOperExpend	1,179,591.00	1,179,591.00	2,170.00	32,127.94	1,145,293.06	2.72
5801	LegalFees	65,000.00	65,000.00			65,000.00	
5802	ElectionFees	40,000.00	40,000.00			40,000.00	

Selection

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

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Fund 01 - General Fund

Fiscal Year 2018/19 Through August 2018

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail (continued)							
Services and Other Operating Expenditures (continued)							
5804	PreEmploymentTesting	12,000.00	12,000.00		246.00	11,754.00	2.05
5806	Advertising	20,000.00	20,000.00	5,064.00	2,516.00	12,420.00	12.58
5850	SoftwareMaintenanceAndLicences	229,400.00	229,400.00	91,273.59	19,703.72	118,422.69	8.59
5900	Communications	29,000.00	29,000.00	6,801.00	964.30	21,234.70	3.33
	Total Services and Other Operating Expenditures	2,897,195.00	2,897,195.00	460,540.83	313,628.48	2,123,025.69	10.83
Capital Outlay							
6200	BuildingImprovementOfBuildings	83,000.00	83,000.00	73,029.02		9,970.98	
6400	Equipment	162,132.00	162,132.00	237,123.62		74,991.62-	
	Total Capital Outlay	245,132.00	245,132.00	310,152.64	.00	65,020.64-	
Tuition							
7141	OtTutExsCstDfctPmt2DisChtrfSch	6,000.00-	6,000.00-			6,000.00-	
7142	OthuultnExcsCstsDfctPy2CntyOff	1,160,768.00	1,160,768.00			1,160,768.00	
	Total Tuition	1,154,768.00	1,154,768.00	.00	.00	1,154,768.00	
Transfers of Indirect/direct support costs							
7350	TransIndirectCostsInterfund	80,172.00-	80,172.00-			80,172.00-	
	Total Transfers of Indirect/direct support costs	80,172.00-	80,172.00-	.00	.00	80,172.00-	
Debt Service							
7438	DebtService-Interest	9,611.00	9,611.00		9,611.00		100.00
7439	OtherDebtService-Principal	309,055.00	309,055.00		14,318.00	294,737.00	4.63
	Total Debt Service	318,666.00	318,666.00	.00	23,929.00	294,737.00	7.51
	Total Year To Date Expenditures	27,886,550.00	27,886,550.00	20,749,520.75	784,373.87	6,352,655.38	2.81
Other Financing Sources							
8919	OthrAuthorizdIntrFundTrnsfrsIn	24,000.00	24,000.00			24,000.00	
	Total Other Financing Sources	24,000.00	24,000.00	.00	.00	24,000.00	
	Total Year To Date Other Financing Sources	24,000.00	24,000.00	.00	.00	24,000.00	
Other Financing Uses							
Interfund Transfers Out							
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)							

Fund 01 - General Fund

Fiscal Year 2018/19 Through August 2018

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	Used %
Other Financing Uses (continued)							
Interfund Transfers Out (continued)							
7616	From Gen Fund To Cafe Fund	139,428.00	139,428.00			139,428.00	
	Total Interfund Transfers Out	139,428.00	139,428.00	.00	.00	139,428.00	
	Total Year To Date Other Financing Uses	139,428.00	139,428.00	.00	.00	139,428.00	

Fund 01 - GeneralFund

Fiscal Year 2018/19 Through August 2018

Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
Revenues, Expenditures, and Changes in Fund Balance						
A. Revenues	29,349,313.00	29,349,313.00		175.00-	29,349,488.00	0.00
B. Expenditures	27,886,550.00	27,886,550.00	20,749,520.75	784,373.87	6,352,655.38	2.81
C. Subtotal (Revenue LESS Expense)	1,462,763.00	1,462,763.00		784,548.87-	22,996,832.62	
D. Other Financing Sources and Uses	24,000.00	24,000.00			24,000.00	
LESS Uses	139,428.00	139,428.00			139,428.00	
E. Net Change in Fund Balance	1,347,335.00	1,347,335.00		784,548.87-	22,881,404.62	
F. Fund Balance:						
Beginning Balance (9791)						
Audit Adjustments (9793)	5,176,448.00	5,176,448.00				
Other Restatements (9795)						
Adjusted Beginning Balance	5,176,448.00	5,176,448.00		.00		
G. Calculated Ending Balance	6,523,783.00	6,523,783.00		784,548.87-		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)	6,523,783.00	6,523,783.00				
Other				20,749,520.75		

Fund 11 - Adult Education Fund

Fiscal Year 2018/19 Through August 2018

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	Rcvd
Revenue Detail						
Federal Revenue						
8290	All Other Federal Revenue	86,830.00	86,830.00		86,830.00	
	Total Federal Revenue	86,830.00	86,830.00	.00	86,830.00	
Other Local Revenue						
8660	Interest	6,622.00	6,622.00		6,622.00	
8671	Adult Education Fees	129,219.00	129,219.00		129,219.00	
8677	Interagency Svcs Between LEAs	1,123,938.00	1,123,938.00		1,123,938.00	
8699	All Other Local Revenue	500.00	500.00		500.00	
	Total Other Local Revenue	1,260,279.00	1,260,279.00	.00	1,260,279.00	
	Total Year To Date Revenues	1,347,109.00	1,347,109.00	.00	1,347,109.00	

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail							
Certificated Salaries							
1100	Certificated Teachers Salaries	438,463.00	438,463.00		4,592.45	433,870.55	1.05
1300	Crtificd Suprvsr Admnstr Srly	61,717.00	61,717.00	56,566.62	5,142.42	7.96	8.33
	Total Certificated Salaries	500,180.00	500,180.00	56,566.62	9,734.87	433,878.51	1.95
Classified Salaries							
2100	Classified Instructional Salary	40,108.00	40,108.00	40,107.20		.80	
2200	Classified Support Salaries	20,295.00	20,295.00	23,502.80	1,691.21	4,899.01-	8.33
2201	Class Support Sub Pay				1,224.00	1,224.00-	NO BDGT
2400	Clericl Technicl Ofc Staff Srly	119,002.00	119,002.00	109,084.80	9,916.80	.40	8.33
2900	Other Classified Salaries	51,148.00	51,148.00	41,292.36		9,855.64	
	Total Classified Salaries	230,553.00	230,553.00	213,987.16	12,832.01	3,733.83	5.57
Employee Benefits							
3101	STRSCertificated Positions	81,294.00	81,294.00	9,085.56	1,573.61	70,634.83	1.94
3102	STRSCertificated Positions	1,605.00	1,605.00			1,605.00	
3202	PERSClassified Positions	39,122.00	39,122.00	37,866.79	2,096.63	841.42-	5.36
3301	OASDIMedcrAltrntvCrtfcPositns	27,185.00	27,185.00			27,185.00	
3302	OASDIMedcrAltrntvClasPosition	13,941.00	13,941.00	12,934.16	775.71	231.13	5.56
3311	MedicareCertificated	7,252.00	7,252.00	820.27	141.17	6,290.56	1.95
3312	MedicareClassified	3,261.00	3,261.00	3,024.73	181.43	54.84	5.56
3401	HlthWlfrBenefitsCertificPositn	188,729.00	188,729.00	154,177.80	423.94	34,127.26	0.22
3402	HlthWlfrBenefitClassifdPositn	71,522.00	71,522.00	69,529.56	3,550.00	1,557.56-	4.96

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 2018/19 Through August 2018

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail (continued)							
Employee Benefits (continued)							
3501	StUnemplmntInsrncCertPositns	295.00	295.00	28.27	4.87	261.86	1.65
3502	StUnemplmntInsrncClssifdPos	134.00	134.00	104.19	6.25	23.56	4.66
3601	WCInsuranceCertifcatdPositns	11,630.00	11,630.00	1,342.77	231.09	10,056.14	1.99
3602	WCCompensnInsrnceClassPositn	5,360.00	5,360.00	5,080.14	304.63	24.77-	5.68
3701	OPEBAlocatedCertifcatdPositn	25,609.00	25,609.00	2,754.73	474.10	22,380.17	1.85
3702	OPEBAlocatedClassifiedPositn	11,804.00	11,804.00	10,421.07	624.91	758.02	5.29
	Total Employee Benefits	488,743.00	488,743.00	307,170.04	10,388.34	171,184.62	2.13
Books and Supplies							
4300	MaterialsandSupplies	17,912.00	17,912.00	2,666.42		15,245.58	
4400	NoncapitalizedEquipment	14,000.00	14,000.00			14,000.00	
	Total Books and Supplies	31,912.00	31,912.00	2,666.42	.00	29,245.58	
Services and Other Operating Expenditures							
5200	TravelandConferences	5,000.00	5,000.00			5,000.00	
5300	DuesandMemberships	2,000.00	2,000.00	1,552.05		447.95	
5501	GasElectricity	24,000.00	24,000.00	1,500.00		22,500.00	
5502	PestControl	500.00	500.00	660.00		160.00-	
5503	SewerFees	1,500.00	1,500.00			1,500.00	
5505	Water	2,500.00	2,500.00	3,000.00		500.00-	
5506	WasteDisposal	2,500.00	2,500.00	2,700.00		200.00-	
5601	FacilitiesRent	54,000.00	54,000.00	45,000.00	9,000.00		16.67
5602	CopierPostageMeterRents	1,000.00	1,000.00	300.00		700.00	
5603	CopierMaintenance	3,000.00	3,000.00			3,000.00	
5640	BuildingAndSiteRepairs	3,500.00	3,500.00			3,500.00	
5750	TransfersDirectCostsInterfund	3,308.00	3,308.00			3,308.00	
5800	ProfConsultingSrvcsandOperExpnd	4,726.00	4,726.00	5,000.00		274.00-	
5804	PreEmploymentTesting				684.00	684.00-	NO BDGT
5806	Advertising	40,000.00	40,000.00	2,450.00	7,951.00	29,599.00	19.88
5850	SoftwareMaintenanceAndLicences	52,500.00	52,500.00	14,445.50		38,054.50	
5900	Communications	5,000.00	5,000.00	7,405.03	94.97	2,500.00-	1.90
	Total Services and Other Operating Expenditures	205,034.00	205,034.00	84,012.58	17,729.97	103,291.45	8.65
Capital Outlay							
6100	Land	15,000.00	15,000.00			15,000.00	
6200	BuildingImprovementOfBuildings	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							

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 2018/19 Through August 2018

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	Used
Expenditure Detail (continued)							
Transfers of Indirect/direct support costs (continued)							
7350	TransIndirectCostsInterfund	47,708.00	47,708.00			47,708.00	
	Total Transfers of Indirect/direct support costs	47,708.00	47,708.00	.00	.00	47,708.00	
Debt Service							
7438	DebtService-Interest	34,076.00	34,076.00		34,076.00		100.00
7439	OtherDebtService-Principal	50,764.00	50,764.00		50,764.00		100.00
	Total Debt Service	84,840.00	84,840.00	.00	84,840.00	.00	100.00
	Total Year To Date Expenditures	1,618,970.00	1,618,970.00	664,402.82	135,525.19	819,041.99	8.37

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	Used
Other Financing Uses							
Interfund Transfers Out							
7619	OthrAuthrizdInterFndTrnsfrsOut	15,000.00	15,000.00			15,000.00	
	Total Interfund Transfers Out	15,000.00	15,000.00	.00	.00	15,000.00	
	Total Year To Date Other Financing Uses	15,000.00	15,000.00	.00	.00	15,000.00	

Fund 11 - AdultEducationFund

Fiscal Year 2018/19 Through August 2018

Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
Revenues, Expenditures, and Changes in Fund Balance						
A. Revenues	1,347,109.00	1,347,109.00			1,347,109.00	
B. Expenditures	1,618,970.00	1,618,970.00	664,402.82	135,525.19	819,041.99	8.37
C. Subtotal (Revenue LESS Expense)						
D. Other Financing Sources and Uses						
Sources	271,861.00-	271,861.00-		135,525.19-	528,067.01	
LESS Uses	15,000.00	15,000.00			15,000.00	
E. Net Change in Fund Balance	286,861.00-	286,861.00-		135,525.19-	513,067.01	
F. Fund Balance:						
Beginning Balance (9791)						
Audit Adjustments (9793)	1,327,559.00	1,327,559.00				
Other Restatements (9795)						
Adjusted Beginning Balance	1,327,559.00	1,327,559.00		.00		
G. Calculated Ending Balance	1,040,698.00	1,040,698.00		135,525.19-		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)	1,040,698.00	1,040,698.00				
Other				664,402.82		

Fund 13 - CafeteriaSpecialRevenueFund

Fiscal Year 2018/19 Through August 2018

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
Revenue Detail						
Federal Revenue						
8220	ChildNutritionPrograms	740,000.00	740,000.00		740,000.00	
	Total Federal Revenue	740,000.00	740,000.00	.00	740,000.00	
Other State Revenues						
8520	ChildNutrition	63,000.00	63,000.00		63,000.00	
	Total Other State Revenues	63,000.00	63,000.00	.00	63,000.00	
Other Local Revenue						
8634	FoodServiceSales	92,000.00	92,000.00		92,000.00	
8660	Interest	1,000.00-	1,000.00-		1,000.00-	
8699	AllOtherLocalRevenue	1,000.00	1,000.00		1,000.00	
	Total Other Local Revenue	92,000.00	92,000.00	.00	92,000.00	
	Total Year To Date Revenues	895,000.00	895,000.00	.00	895,000.00	

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail							
Classified Salaries							
2200	ClassifiedSupportSalaries	203,077.00	203,077.00	193,886.51		9,190.49	
2201	ClassSupportSubPay	14,098.00	14,098.00			14,098.00	
2202	ClassSupportExtraPay	12,521.00	12,521.00			12,521.00	
2300	ClassSuprvsrAdministratorsSlry	50,616.00	50,616.00	50,616.06	306.09	306.15-	0.60
2400	ClericTechnicOfficStaffSlrys	19,899.00	19,899.00	19,899.33		.33-	
	Total Classified Salaries	300,211.00	300,211.00	264,401.90	306.09	35,503.01	0.10
Employee Benefits							
3202	PERSClassifiedPositions	46,060.00	46,060.00	42,911.44	55.29	3,093.27	0.12
3302	OASDIIMedicrAltrntvClasPosition	17,909.00	17,909.00	15,707.32	18.98	2,182.70	0.11
3312	MedicareClassified	4,188.00	4,188.00	3,673.62	4.44	509.94	0.11
3402	HlthWlfarBenefitClassifidPositn	72,000.00	72,000.00	72,000.00			
3502	StUnemplmntInsurmcClassifidPos	144.00	144.00	126.48	.15	17.37	0.10
3602	WCCompenstnInsurmcClassPositn	6,981.00	6,981.00	6,277.16	7.27	696.57	0.10
3702	OPEBAllocatedClassifiedPositn	15,371.00	15,371.00	12,876.51	14.91	2,479.58	0.10
	Total Employee Benefits	162,653.00	162,653.00	153,572.53	101.04	8,979.43	0.06
Books and Supplies							
4300	MaterialsandSupplies	30,000.00	30,000.00			30,000.00	
4400	NoncapitalizedEquipment	12,000.00	12,000.00			12,000.00	

Selection

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

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Fund 13 - CafeteriaSpecialRevenueFund

Fiscal Year 2018/19 Through August 2018

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail (continued)							
Books and Supplies (continued)							
4700	Food	476,000.00	476,000.00			476,000.00	
	Total Books and Supplies	518,000.00	518,000.00	.00	.00	518,000.00	
Services and Other Operating Expenditures							
5200	TravelandConferences	4,000.00	4,000.00			4,000.00	
5300	DuesandMemberships	500.00	500.00			500.00	
5620	EquipmentRentalsAndRepairs	2,000.00	2,000.00			2,000.00	
5750	TransfersDirectCostsInterfund	2,000.00	2,000.00			2,000.00	
5800	ProfConsultingSrvcsandOperExpnd	3,500.00	3,500.00		2,442.00	1,058.00	69.77
5804	PreEmploymentTesting	2,000.00	2,000.00			2,000.00	
5806	Advertising	600.00	600.00			600.00	
5850	SoftwareMaintenanceAndLicences	6,000.00	6,000.00		3,130.00	2,870.00	52.17
5900	Communications	500.00	500.00			500.00	
	Total Services and Other Operating Expenditures	21,100.00	21,100.00	.00	5,572.00	15,528.00	26.41
Transfers of Indirect/direct support costs							
7350	TransIndirectCostsInterfund	32,464.00	32,464.00			32,464.00	
	Total Transfers of Indirect/direct support costs	32,464.00	32,464.00	.00	.00	32,464.00	
	Total Year To Date Expenditures	1,034,428.00	1,034,428.00	417,974.43	5,979.13	610,474.44	0.58

Object	Description	Adopted Budget	Revised Budget	Actual	Balance	% Used
Other Financing Sources						
Other Financing Sources						
8916	ToCafeFundFromGenFund	139,428.00	139,428.00		139,428.00	
	Total Other Financing Sources	139,428.00	139,428.00	.00	139,428.00	
	Total Year To Date Other Financing Sources	139,428.00	139,428.00	.00	139,428.00	

Fund 13 - CafeteriaSpecialRevenueFund

Fiscal Year 2018/19 Through August 2018

Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
Revenues, Expenditures, and Changes in Fund Balance						
A. Revenues	895,000.00	895,000.00			895,000.00	
B. Expenditures	1,034,428.00	1,034,428.00	417,974.43	5,979.13	610,474.44	0.58
C. Subtotal (Revenue LESS Expense)	139,428.00-	139,428.00-		5,979.13-	284,525.56	
D. Other Financing Sources and Uses	139,428.00	139,428.00			139,428.00	
Sources						
LESS Uses						
E. Net Change in Fund Balance	.00	.00		5,979.13-	423,953.56	
F. Fund Balance:						
Beginning Balance (9791)						
Audit Adjustments (9793)						
Other Restatements (9795)						
Adjusted Beginning Balance						
G. Calculated Ending Balance	.00	.00		5,979.13-		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)						
Other				417,974.43		

Fund 25 - Capital Facilities Fund

Fiscal Year 2018/19 Through August 2018

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	Rcvd %
Revenue Detail						
Other Local Revenue						
8625	ComRavipmntFndNotSubjct2LCFFDd	75,000.00	75,000.00		75,000.00	
8660	Interest	4,500.00	4,500.00		4,500.00	
8681	Mitigation/DeveloperFees	135,000.00	135,000.00	1,404.86	133,595.14	1.04
	Total Other Local Revenue	214,500.00	214,500.00	1,404.86	213,095.14	0.65
	Total Year To Date Revenues	214,500.00	214,500.00	1,404.86	213,095.14	0.65
Other Financing Uses						
Interfund Transfers Out						
7619	OthrAuthorizdInterFndTrnsfrsOut	9,000.00	9,000.00		9,000.00	
	Total Interfund Transfers Out	9,000.00	9,000.00	.00	9,000.00	
	Total Year To Date Other Financing Uses	9,000.00	9,000.00	.00	9,000.00	

Fund 25 - Capital Facilities Fund

Fiscal Year 2018/19 Through August 2018

Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
Revenues, Expenditures, and Changes in Fund Balance						
A. Revenues	214,500.00	214,500.00		1,404.86	213,095.14	0.65
B. Expenditures						
C. Subtotal (Revenue LESS Expense)	214,500.00	214,500.00		1,404.86	213,095.14	
D. Other Financing Sources and Uses						
Sources	9,000.00	9,000.00			9,000.00	
LESS Uses						
E. Net Change in Fund Balance	205,500.00	205,500.00		1,404.86	204,095.14	
F. Fund Balance:						
Beginning Balance (9791)	611,815.00	611,815.00				
Audit Adjustments (9793)						
Other Restatements (9795)						
Adjusted Beginning Balance	611,815.00	611,815.00		.00		
G. Calculated Ending Balance	817,315.00	817,315.00		1,404.86		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)	817,315.00	817,315.00				
Other						

Fund 51 - BondInterestandRedemptionFund

Fiscal Year 2018/19 Through August 2018

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	Rcvd %
Revenue Detail						
Other State Revenues						
8571	VotIndbtndnesLevHmownrExmptn	19,000.00	19,000.00		19,000.00	
8572	VtdIndbtndnsLevOtrSbvntrnsInLuTx	5,500.00	5,500.00		5,500.00	
	Total Other State Revenues	24,500.00	24,500.00	.00	24,500.00	
Other Local Revenue						
8611	VotedIndebtednssLevieSecurdRol	1,240,000.00	1,240,000.00		1,240,000.00	
8612	VotIndebtednesLevieUnscurdRol	93,000.00	93,000.00		93,000.00	
8613	VotIndebtednesLeviePriYrTaxes	3,000.00	3,000.00		3,000.00	
8614	VotIndbtndnssLevieSuplmtntTaxe	15,000.00	15,000.00		15,000.00	
8660	Interest	15,000.00	15,000.00		15,000.00	
	Total Other Local Revenue	1,366,000.00	1,366,000.00	.00	1,366,000.00	
	Total Year To Date Revenues	1,390,500.00	1,390,500.00	.00	1,390,500.00	

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail							
Debt Service							
7433	BondRedemptions	1,300,000.00	1,300,000.00		1,300,000.00		100.00
7434	BondInterestOtherServiceCharge	347,879.00	347,879.00		182,904.25	164,974.75	52.58
	Total Debt Service	1,647,879.00	1,647,879.00	.00	1,482,904.25	164,974.75	89.99
	Total Year To Date Expenditures	1,647,879.00	1,647,879.00	.00	1,482,904.25	164,974.75	89.99

Fund 51 - Bond Interest and Redemption Fund

Fiscal Year 2018/19 Through August 2018

Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
Revenues, Expenditures, and Changes in Fund Balance						
A. Revenues	1,390,500.00	1,390,500.00			1,390,500.00	
B. Expenditures	1,647,879.00	1,647,879.00		1,482,904.25	164,974.75	89.99
C. Subtotal (Revenue LESS Expense)						
D. Other Financing Sources and Uses						
Sources	257,379.00-	257,379.00-		1,482,904.25-	1,225,525.25	
LESS Uses						
E. Net Change in Fund Balance	257,379.00-	257,379.00-		1,482,904.25-	1,225,525.25	
F. Fund Balance:						
Beginning Balance (9791)						
Audit Adjustments (9793)	2,328,706.00	2,328,706.00				
Other Restatements (9795)						
Adjusted Beginning Balance	2,328,706.00	2,328,706.00		.00		
G. Calculated Ending Balance	2,071,327.00	2,071,327.00		1,482,904.25-		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesign/Unappropri (9790)	2,071,327.00	2,071,327.00				
Other						

Fund 73 - FoundationPrivPurposeTrustFund

Fiscal Year 2018/19 Through August 2018

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	Rcvd %
Revenue Detail						
Other Local Revenue						
8660	Interest	20,000.00	20,000.00		20,000.00	
8699	AllOtherLocalRevenue	23,000.00	23,000.00	183.02	22,816.98	0.80
	Total Other Local Revenue	43,000.00	43,000.00	183.02	42,816.98	0.43
	Total Year To Date Revenues	43,000.00	43,000.00	183.02	42,816.98	0.43

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail							
Services and Other Operating Expenditures							
5800	ProfConsultingSrvcsandOperExpnd	43,000.00	43,000.00		8,150.00	34,850.00	18.95
	Total Services and Other Operating Expenditures	43,000.00	43,000.00	.00	8,150.00	34,850.00	18.95
	Total Year To Date Expenditures	43,000.00	43,000.00	.00	8,150.00	34,850.00	18.95

Fund 73 - FoundationPrivPurposeTrustFund

Fiscal Year 2018/19 Through August 2018

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		183.02	42,816.98	0.43
B. Expenditures	43,000.00	43,000.00		8,150.00	34,850.00	18.95
C. Subtotal (Revenue LESS Expense)	.00	.00		7,966.98-	7,966.98	
D. Other Financing Sources and Uses						
Sources						
LESS Uses						
E. Net Change in Fund Balance	.00	.00		7,966.98-	7,966.98	
F. Fund Balance:						
Beginning Balance (9791)	1,473,660.00	1,473,660.00				
Audit Adjustments (9793)						
Other Restatements (9795)						
Adjusted Beginning Balance	1,473,660.00	1,473,660.00		.00		
G. Calculated Ending Balance	1,473,660.00	1,473,660.00		7,966.98-		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)	1,473,660.00	1,473,660.00				
Other						

Fund 76 - Warrant/Pass-ThroughFund

Fiscal Year 2018/19 Through August 2018

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

Oroville Union High School District

Memorandum

TO: Board of Trustees
FROM: Dr. Corey Willenberg
DATE: August 6, 2018
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

Better Builders Construction	\$150
Myron & Sharon Openshaw	\$100
Bob Stern	\$200

Scholarship Fund

Al Hottinger*	\$183.02
Fred Jones	\$150
Oroville Hospital	\$500

*Al collects massive amounts of recycling. He is donating his proceeds to the Hall of Fame scholarship. The amount above only reflects his first donation of the year.

JEG CONSULTING
E-RATE SERVICES CONTRACT FOR 2019-2020

THIS AGREEMENT is made and entered into this 18th day of August, 2018 in the County of Butte, State of California, by James Galloway the sole proprietor of JEG Consulting , 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 JEG Consulting for the E-rate application services described herein;

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

Article 1: Contract with JEG Consulting: The District hereby contracts with JEG Consulting to perform the necessary E-rate application services as hereinafter set forth.

Article 2. JEG Consulting Services and District Responsibilities:

JEG Consulting hereby agrees to perform the following E-rate application services set forth to the satisfaction of the District and described in Attachment A: The district agrees to provide the information required by the dates shown in Attachment A.

Article 3. JEG Consulting Fee: The District shall pay JEG Consulting for the performance of E-rate application services for (Phase 1), and (Phase 2). The total contract amount is three thousand five hundred dollars, (\$3,500).

Article 4. Payments: Payment of JEG Consulting fees shall be made pursuant to the following schedule after receipt and approval by district of such reports as District may specify to verify the satisfactory performance by JEG Consulting of the work to which each payment pertains. One thousand seven hundred fifty dollars (\$1,750) will be paid upon completion of the form 471 applications and item 21 submittals. The balance (\$1,750) will be paid upon the notice of acceptance from the SLD of the form 486 for all funded applications however no later than May 30, 2020. All invoices due and payable net 30 days.

Article 5. Time of performance and Term of Agreement: The services called for under this agreement shall be provided by JEG Consulting during the period commencing on the date of the contract and ending upon completion of the project.

Article 6. Employee Benefits, Hold Harmless: JEG Consulting is a single person entity, therefore employee Benefits are not an element of this agreement. JEG Consulting 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 or be asserted against District, its officers, agents and employees, arising by reason of, in the course of, or in connection with, the performance of this Agreement.

Article 7. Worker's Compensation Insurance: Since JEG Consulting is a single person entity/sole proprietorship, therefor there is no need to provide or hold the District accountable for any items in the area of workers compensation insurance.

Article 8. Confidentiality and Use of Information: JEG Consulting 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 JEG Consulting 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. JEG Consulting shall advise District of any and all material used, or recommended for use by JEG Consulting to achieve the project goals, that are subject to any copyright restrictions or requirements.

Article 9. 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 District: Attn: Susan Watts Assistant Superintendent Business, 2211 Washington Ave,
Oroville CA. 95965

For JEG: Attn: James E. Galloway, 115 Edgemont Drive, Oroville, CA. 95966

Article 10. Ownership of Work-Product: All products of work performed pursuant to this Agreement will be the sole property of the District except JEG Consulting proprietary information/products.

Article 11. Information provided to 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 12. Termination of Agreement: The District may terminate this Agreement and will be relieved of all obligations under this Agreement should JEG Consulting fail to perform any of the terms and conditions hereof at the time and places set forth herein. In the event of such termination, JEG Consulting shall be paid the reasonable value of the services rendered up to the date of such termination, less any payments therefore made, as determined by the District. JEG hereby expressly waives any and all claims for damages or compensation arising under this Agreement in the event of such termination, except as set forth herein.

Article 13. Termination: The district or JEG Consulting may terminate this Agreement at any time and for any reason by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. If the Agreement is terminated by the District as provided in this section, JEG Consulting shall be entitled to receive compensation for any satisfactory work, as determined by the District,

E-rate Application Services Contract

completed up to the receipt by JEG Consulting of notice of termination and the effective date of termination pursuant to specific request by the District for the performance of such work.

Article 14. Status of JEG Consulting: It is agreed that District is interested only in the results obtained from service hereunder and that JEG Consulting shall perform as an independent contract with sole control of the manner and means of performing the services required under this Agreement. JEG Consulting shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of JEG Consulting and which shall not be subject to control or supervision by the District except as to the results of the work. JEG Consulting is, for all purposes arising out of this Agreement, an independent contractor and JEG Consulting shall not be deemed an employee of the District for any purpose. It is expressly understood and agreed that JEG Consulting 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 15. Alternations 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.

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

Oroville Union High School District

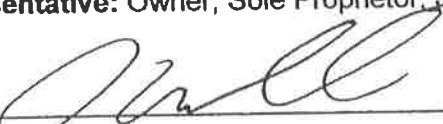
District Representative: Susan Watts, Assistant Superintendent Business

Signature: 

Date: 08/19/2018

JEG Consulting:

JEG Representative: Owner, Sole Proprietor, James E. Galloway

Signature: 

Date: 8/5/2018

**JEG Consulting
Attachment "A"
E-rate Application Scope of Work Definition**

The following describes the deliverables and the responsibilities for JEG Consulting and the District:

JEG Consulting will:

1. Advise District regarding eligible services.
2. Consult with the district and then construct and post the request for services.
3. Complete FCC form 470s
4. Complete FCC form 471s
5. Troubleshoot problems on submitted applications with District and SLD for form 470s and 471s
6. Advise on structure of filing form 470s, 471s to maximize discounts
7. Work with the district to answer questions from the PIA/SLD pertaining to their applications.
8. Completely explain and educate District representative (s) the application process when requested
9. Advise District on documentation for SLD application, i.e. inventory
10. Provide a Documentation Binder with copies of all 470/471 Applications files, in addition, any other documentation developed by JEG Consulting to assist in the application process.
11. Complete FCC form 486 as services are approved.
12. Complete FCC form 472 for those services which require this form.
13. Complete for 500 as required.
14. Services other than those listed such as Item 25 reviews, service substitutions, cabling design, cabling job walks, technology plan review will be provided on an hourly basis if desired by the district.

The District will:

1. Appoint a person responsible for interaction with JEG Consulting.
2. Meet with JEG Consulting to identify the Internal Connections (cabling, equipment, phone systems etc), funding requests for the upcoming year, (if applicable).

3. **Provide the total student population and the AFDC or Free and/or Reduced Price Meal counts by school from the October count. This information needs to be provided to JEG Consulting by November 15, 2018. JEG will need a copy of the form sent to the state for meal reimbursement. If there is more than one school represented on the reimbursement form the district will provide JEG with a separate letter signed by the Superintendent which lists each school showing the total number of students, the number of students qualifying for free lunch and those qualifying for reduced lunch.**
4. Assist with troubleshooting problems on submitted Form 470/471 applications
5. Assist and Review RFP for Posting (web and written specifications) to make sure they meet District guidelines and requirements
6. Maintain inventory information per SLD requirements.
7. Maintain all records related for at least 10 years from the last date of service.

Oroville Union High School District

Memorandum

To: Board of Trustees
From: Rick Sanders, Transportation Director
Date: August 8, 2018
Subject: **Private Bus Companies**

I have reviewed the terminal inspection records for the following charter companies from the California Highway Patrol. I felt these companies are safe for the district to use during the 2018/2019 school year. If a negative inspection comes in, I will remove them from the list.

Mt, Lassen Motor Transit, Inc

Michaels Transportation

OROVILLE HIGH SCHOOL ATHLETIC BOOSTER CLUB

PROMOTING THE TOTAL ATHLETIC EXPERIENCE

Previously Tiger Athletic Booster Association



2018-2019 EXECUTIVE BOARD

Ashley DaSilva, Treasurer

1535 Bridge Street, Oroville,
CA 95966

Tax ID#EIN 68-0211731

July 16, 2018

OUHSD Board of Trustees
2211 Washington Avenue
Oroville, CA 95966

Dear Board of Trustees

The OHS Athletic Booster Club of Oroville High School is requesting approval to be recognized as a school-connected organization for the 2018/2019 school year.

Attached you will find a copy of our current financial statement and evidence of liability insurance for \$1,000,000 naming the Oroville Union High School District as additional insured.

Sincerely,

Ashley DaSilva, Treasurer
OHS Booster Club



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/16/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER R.V. Nuccio & Associates Insurance Brokers, Inc. 10148 Riverside Drive Toluca Lake, CA 91602		CONTACT NAME: Robert V. Nuccio PHONE (A/C, No, Ext): (800) 364-2433 E-MAIL ADDRESS: support@rvnuccio.com FAX (A/C, No): (818) 980-1595		
INSURED Oroville High School Athletic Booster Club 1535 Bridge Street Oroville, CA 95965		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Fireman's Fund Insurance Company		21873
		INSURER B: Nationwide Life Insurance Company		66869
		INSURER C:		
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC	☒		XPX80978520 NANPO0038639	5/17/2018	5/17/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		☐ Y ☒ N				WC STATUTORY LIMITS ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Directors and Officers			NPODO0043897	5/17/2018	5/17/2019	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured: Event Description: Annual Update Start Date: 7/16/2018 End Date: 5/1/2019

CERTIFICATE HOLDER

Oroville Union High School District
2211 Washington Avenue
Oroville, CA 95966

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert V. Nuccio

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Service With Solutions™

P.O. Box 909, Chico, CA 95927

Return Service Requested



YOUR STATEMENT

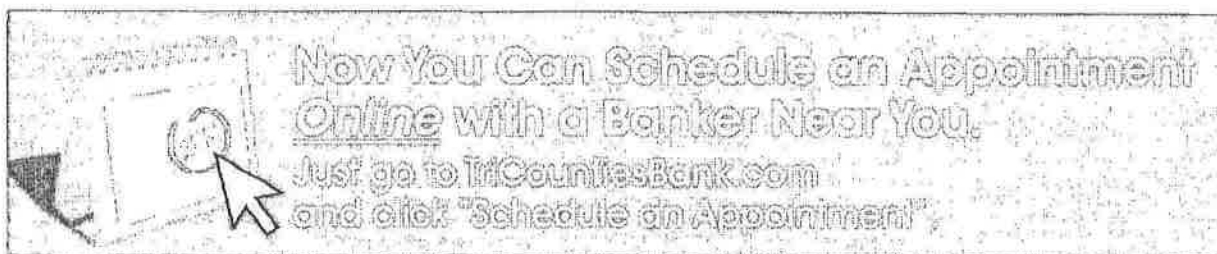
Customer Service: 1-800-922-8742
TriCountiesBank.com

Page: 1 of 1
Statement Date: 05-21-18
Primary Account: XXXXXXXX6569

000995 0.4500 AV 0.378 TR00005

TCBK

OROVILLE ATHLETIC BOOSTERS CLUB
1535 BRIDGE ST.
OROVILLE, CA 95966-5060



Not for Profit Business Chkg

Account: XXXXXXXX6569

Account #	XXXXXXXX6569	Statement Dates	04-23-18 thru 05-21-18
Beginning Balance	5,445.69		
2 Deposits/Credits	205.00		
1 Checks/Debits	327.00		
Service Charge	0.00		
Interest Paid	0.00		
Ending Balance	5,323.69		

Transactions

Date	Description	Amount
5-07	Deposit	200.00
5-17	Amznjh9ald3m Amazonsmil Oroville Athletic Boos	5.00
5-17	POS Pur 2336 Special Ev Special Event Insur 800-5672685 CA	327.00- ✓

End of Statement

TCBK-001-000995-001-000-180522 000995 X05
95966506035

OROVILLE HIGH SCHOOL PTSA



2018-2019 EXECUTIVE BOARD

Vacant, President

Vacant, Vice President

Ashley DaSilva, Treasurer

1535 Bridge Street, Oroville,
CA 95966

Tax ID# 94-2637064

July 16, 2018

OUHSD Board of Trustees
2211 Washington Avenue
Oroville, CA 95966

Dear Board of Trustees

The OHS PTSA is requesting approval to be recognized as a school-connected organization for the 2018/2019 school year.

Attached you will find a copy of our current financial statement and evidence of liability insurance for \$1,000,000 naming the Oroville Union High School District as additional insured.

Sincerely,

Ashley DaSilva, Treasurer
OHS PTSA/SAFE GRAD

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Knight Insurance Services 535 N. Brand Blvd., Suite 1000 Glendale, CA 91203	CONTACT NAME: PTA Insurance Broker PHONE (A/C, No, Ext): 800 733-3036 FAX (A/C, No): E-MAIL: PTACA@Knightsins.net ADDRESS: PRODUCER CUSTOMER ID #:														
INSURED California State PTA/PTSA All Units Councils & Districts of the California State PTA & all Officers, Directors Members of the Board of Managers, Employees & Volunteers when enjoined in the Suit with the CA State PTA.	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Nonprofits' Insurance Alliance of CA</td> <td>11384</td> </tr> <tr> <td>INSURER B : Cypress Insurance Company</td> <td>10855</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Nonprofits' Insurance Alliance of CA	11384	INSURER B : Cypress Insurance Company	10855	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Nonprofits' Insurance Alliance of CA	11384														
INSURER B : Cypress Insurance Company	10855														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC		201803293NPO	01/05/2018	01/05/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	CAWC708672	01/05/2018	01/05/2019	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Directors & Officers		20183293DONPO	01/05/2018	01/05/2019	\$1,000,000 Occurrence \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Nonprofit Organization/Statewide Operation

CERTIFICATE HOLDER

CANCELLATION

This Certificate is hereby issued to any entity requiring Evidence of Insurance
 This Certificate does not change or extend the policy.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mary M. Mckinstry



JPMorgan Chase Bank, N.A.
P O Box 182051
Columbus, OH 43218 - 2051

May 15, 2018 through June 14, 2018
Account Number: **000001923205470**

00010567 DRE 703 219 16618 NNNNNNNNNN 1 000000000 10 0000
OROVILLE HIGH SCHOOL P T S A
1535 BRIDGE ST
OROVILLE CA 95966-5099

CUSTOMER SERVICE INFORMATION

Web site: **Chase.com**
Service Center: **1-800-935-9935**
Deaf and Hard of Hearing: **1-800-242-7383**
Para Espanol: **1-877-312-4273**
International Calls: **1-713-262-1679**



We updated our Deposit Account and Wire Agreements

The following changes were made May 20, 2018:

- We published an updated version of our Deposit Account Agreement. You can get the latest agreement at chase.com/disclosures, at a branch or by request when you call us. Here are some important changes:
 - Effective August 1, we will notify you in advance of any changes to the Deposit Account Agreement that would adversely affect you, unless the change is necessary to comply with a legal requirement. (General Account Terms, Section I, Changes to the agreement)
 - We clarified the language that explains when we may charge a Non-Chase ATM fee for balance inquiries and transfers when you use a non-Chase ATM. (Electronic Funds Transfer Service Terms, Section A, Types of EFT Services)
- We consolidated all of our Chase wire agreements, except for the Online Wire Agreement. In addition to making sure the terms and definitions of the Wire Transfer Agreement are consistent, we made the following changes:
 - When we amend the agreement, we will send you notice of the change and may refer you to a branch or your banker for the updated agreement.
 - When you send a wire, we will send you an email notification on the status of your wire if you have provided your email address.

Please call us at the number on this statement if you have any questions.

CHECKING SUMMARY

Chase Total Checking

	AMOUNT
Beginning Balance	\$13,980.20
Deposits and Additions	10,862.16
Checks Paid	-11,367.56
ATM & Debit Card Withdrawals	-6,312.62
Other Withdrawals	-3,500.00
Ending Balance	\$3,662.18



To: Oroville Union High School Board of Trustees
From: Kevin Simas, Director of Education
Date: 8/6/18
Subject: Anatomy textbooks for LPHS and OHS

Background Information: Anatomy teachers from both LPHS and OHS worked together to revise and align their curricular sequence and to identify a new textbook to replace the textbook that was adopted in 2005. The teachers identified the 10th edition of **Human Anatomy & Physiology** for adoption for the upcoming school year.

Financial Impact: \$6,000 from general fund instructional materials.

Recommendation: Approval

**Oroville Union High School District
Textbook/Novel Evaluation Form**

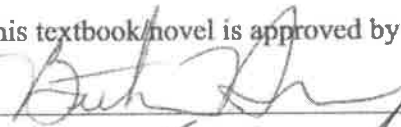
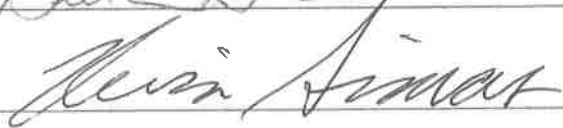
Date: 6/6/18 School: OHS + LPHS
Grade: 11 + 12 Course: A&P
Title: Human A&P
Author: Marieb + Hoehn
Publisher: Pearson Year/Edition: 2016 / 10th
ISBN#: 9780133995190

The textbook adoption committee has found this textbook/novel to be accurate in subject matter, appropriate in vocabulary and style, and adequate with respect to study aids, illustrative materials, and bibliography. When controversial issues are presented, they represent more than one point of view and they are treated objectively. The comparative cost and construction of the texts have been considered.

A primary consideration in the selection of this textbook/novel was the recommendation of the teacher(s) who will be using it, and who is/are cognizant of the needs and abilities of the student as well as the immediate educational objectives of the subject area and their relationship to the overall goals of the district.

This textbook/novel does not contain sectarian or denominational doctrine contrary to law, or propaganda injurious to the welfare of the public schools (Ed Code 9959), and it upholds confidence and respect for American ideals and institutions. The publisher is one of those who have filed a bond in accordance with the California Educational Code (Ed Code 9951).

This textbook/novel is approved by the following adoption committee members:

1.  2. 
3.  4. _____

A sample textbook/novel must accompany this form.

Oroville Union High School District

Memorandum

TO: Board of Trustees
FROM: Rick Sanders, Transportation Supervisor
DATE: July 5, 2018
SUBJECT: Disposition of Surplus Vehicles

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

1981 Ford Pickup	1FTCF10EBRA12365
1993 Ford Pickup	2FTDF15N3PCA76714
1977 Chevrolet Flatbed Dump	TCL337Z525900
1985 Ford Pickup	1FTHF2519FPA03218
Clark Forklift	
Small off road Trailer	

Thank you,

Rick Sanders

First Reading of BP's and AR's

BP 4159, 4259, 4359 (Employee Assistance Program)

This is the first time the district will have this policy on file.

BP 4161, 4261, 4361 (Leaves)

This is the first time the district will have a policy for classified (4261) and administrative (4361) groups. Although there has been no change to the certificated (4161) policy, it will be approved at the same time for consistency sake

AR 4161.1, 4361.1 (Personal Illness/Injury Leave)

(AR revised) Regulation updated to reflect NEW LAW (SB 63) which extends the requirement to grant parental leave to an eligible employee for the purpose of bonding with a child after the birth, adoption, or foster care placement of the child to any district that employs 20-49 employees within 75 miles of the worksite where the employee requesting the leave is employed. Regulation also updated to reflect NEW LAW (SB 731) which entitles an employee who is a military veteran or current member of the California National Guard or federal reserve component to 10 days of additional sick leave for the purpose of undergoing medical treatment for a qualifying military service-connected disability, effective on either the date the U.S. Department of Veterans Affairs rates the employee's disability or on the first day the employee begins or returns to employment after active duty, whichever is later.

AR 4161.11, 4261.11, 4361.11 (Industrial Accident/Illness Leave)

MANDATED regulation recoded to merge former AR 4161.11/4361.11 - Industrial Accident/Illness Leave for certificated and administrative/supervisory employees and AR 4261.11 - Industrial Accident/Illness Leave for classified employees. Revised regulation clarifies that the district must set the maximum number of days allowed for such leave, which must be at least 60 working days in one fiscal year for the same industrial accident or illness, and provides options for the district re: the process of issuing salary payments that take into account the amount of the employee's workers' compensation check. Regulation also clarifies retention of status and benefits, notification when leave is exhausted, and placement on a reemployment list when the employee is not medically able to resume his/her duties after all available leave is exhausted.

AR 4161.3 (Professional Leaves)

(BP added; AR 4161.3 deleted) Regulation deleted and moved to new policy since the responsibility for granting professional leaves rests with the board pursuant to law. Policy reorganized for clarity, revised to more directly reflect law, and expanded to add board philosophical statement and an exception in law allowing a professional leave under an approved national recognized fellowship or foundation to be included in computing the service requirement for a subsequent leave.

AR 4161.8, 4261.8, 4361.8 (Family Care and Medical Leave)

(AR revised) Regulation updated to reflect NEW LAW (AB 1556) which deletes gender-specific references with regard to pregnancy disability leave and clarifies that all employees are protected against pregnancy discrimination regardless of their gender identity. Regulation also reflects NEW LAW (SB 63) which extends the requirement to grant parental leave to any district that employs 20-49 employees within 75 miles of the worksite where the employee requesting the leave is employed.

BP/AR 4161.9, 4261.9, 4361.9 (Catastrophic Leave Program)

Catastrophic Leave Program (BP/AR 4161.9, 4261.9, 4361.9)

(BP/AR revised) Policy and regulation substantially revised and reorganized to clarify requirements for the catastrophic leave program. Policy recommends that donated leave be placed into a pool for eligible employees rather than earmarked for particular employees, and adds notification to employees regarding the program. Regulation provides that donation of leave be made in writing to the superintendent rather than the board, encourages employees to retain sufficient leave for their own potential use, establishes a maximum amount of catastrophic leave that may be used by an individual employee, and provides that employees will be ineligible for catastrophic leave while receiving workers' compensation benefits.

AR 4261.1 (Personal Illness/Injury Leave)

(AR revised) Regulation updated to reflect NEW LAW (SB 63) which extends the requirement to grant parental leave to any district that employs 20-49 employees within 75 miles of the worksite where the employee requesting the leave is employed. Regulation also updated to reflect NEW LAW (SB 731) which entitles an employee who is a military veteran or current member of the California National Guard or federal reserve component to 12 days of additional sick leave for the purpose of undergoing medical treatment for a qualifying military service-connected disability, effective on either the date the U.S. Department of Veterans Affairs rates the employee's disability or on the first day the employee begins or returns to employment after active duty, whichever is later.

AP 4261.3 (Professional Leaves)

(BP added; AR 4261.3 deleted) Regulation deleted and moved to new policy since the responsibility for granting professional leaves rests with the board pursuant to law. Policy reorganized for clarity, revised to more directly reflect law, and expanded to add board philosophical statement.

Personnel

Employee Assistance Programs

The Governing Board recognizes that school district employees may have problems which can have detrimental effects upon job performance and student safety. The Board encourages employees to seek help when such problems exist and to take advantage of the resources that are available to assist them.

Employees shall have confidential access to information about the district's employee assistance program. This information shall be available to all employees and their spouses and dependents.

(cf. 3513.3 - Tobacco-Free Schools)
 (cf. 4020 - Drug and Alcohol-Free Workplace)
 (cf. 5131.62 - Tobacco)

Management and supervisory staff shall be knowledgeable about the district's employee assistance program and may counsel employees about the program, as appropriate.

Participation in the assistance program shall not jeopardize an employee's employment or career advancement, nor will it protect the employee from disciplinary action for substandard job performance.

(cf. 4032 - Reasonable Accommodation)
 (cf. 4115 - Evaluation/Supervision)
 (cf. 4118 - Dismissal/Suspension/Disciplinary Action)
 (cf. 4161/4261/4361 - Leaves)
 (cf. 4161.1/4361.1 - Personal Illness/Injury Leave)
 (cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)
 (cf. 4161.9/4261.9/4361.9 - Catastrophic Leave Program)
 (cf. 4215 - Evaluation/Supervision)
 (cf. 4218 - Dismissal/Suspension/Disciplinary Action)
 (cf. 4261.1 - Personal Illness/Injury Leave)
 (cf. 4315 - Evaluation/Supervision)

Legal Reference:

EDUCATION CODE

35160 Authority of governing board
 35160.1 Broad authority of school districts
 44962 Leaves of absence for certificated employees
 44964 Power to grant leaves of absence for accident, illness or quarantine
 45190-45209 Resignations and leaves of absence for classified employees

GOVERNMENT CODE

8355 Certification to contracting or granting agency; requisites

HEALTH AND SAFETY CODE

104420 Providing information re: smoking cessation program

UNITED STATES CODE, TITLE 41

8101-8106 Drug-Free Workplace Act

Adopted:

Personnel

Leaves

The Governing Board shall provide for paid and unpaid leaves of absence for employees in accordance with law, Board policy, administrative regulation, collective bargaining agreements, and merit system rules, as applicable.

(cf. 4141/4241 - Collective Bargaining Agreement)
(cf. 4161.9/4261.9/4361.9 - Catastrophic Leave Program)

The Board recognizes the following justifiable reasons for employee absence:

1. Personal illness or injury

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)
(cf. 4261.1 - Personal Illness/Injury Leave)

2. Industrial accident or illness

(cf. 4161.11/4261.11/4361.11 - Industrial Accident/Illness Leave)

3. Family care and medical leave

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

4. Military service

(cf. 4161.5/4261.5/4361.5 - Military Leave)

5. Personal necessity and personal emergencies

(cf. 4161.2/4261.2/4361.2 - Personal Leaves)

6. Disability leave for certificated employees in accordance with Education Code 44986

7. Vacations for classified staff and certificated management staff, as applicable

8. Sabbaticals for purposes of study or training related to the employee's job duties

(cf. 4161.3 - Professional Leaves)
(cf. 4261.3 - Professional Leaves)

9. Attendance at work-related meetings and staff development opportunities

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

10. Compulsory leave

Leaves (Cont.)

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

Long-Term Leaves

With Board approval, an employee may receive a leave of absence, without pay and without accruing seniority or service credit, for a period of up to one school year. Applications for long-term leave shall be made in writing and shall state the purpose for which leave is requested. All long-term leave agreements shall be in writing and shall state the terms and conditions of the leave, including the conditions governing the employee's return.

At the end of a long-term leave, the employee shall be reinstated to a similar position as that held at the time leave was granted, unless otherwise agreed upon.

The Board shall consider any written request by an employee to return to work prior to the expiration date of the leave.

Administrative and Supervisory Personnel

Certificated administrative and supervisory employees who are not subject to the district's bargaining agreement for certificated employees shall generally be entitled to those leave provisions provided in the bargaining agreement for other certificated employees unless otherwise specified in individual contract, memorandums of understanding, Board policy, administrative regulation, or law.

Classified administrative and supervisory employees who are not subject to the district's bargaining agreement for classified employees shall generally be entitled to those leave provisions provided in the bargaining agreement for other classified employees unless otherwise specified in individual contract, memoranda of understanding, Board policy, administrative regulation, or law.

(cf. 2121 - Superintendent's Contract)
(cf. 4300 - Administrative and Supervisory Personnel)
(cf. 4312.1 - Contracts)

Legal Reference:

EDUCATION CODE

22850-22856 Pension benefits, STRS members on military leave
44018 Compensation for employees on active military duty
44036-44037 Leaves of absence for judicial and official appearances
44043.5 Catastrophic leave
44800 Effect of active military service on status of employees
44842 Failure to provide notice or to report to work
44940 Sex offenses and narcotic offenses; compulsory leave of absence
44962-44988 Leaves of absence (certificated)
45059 Employee ordered to active military/naval duty, computation of salary
45190-45210 Leaves of absence (classified)

FAMILY CODE

297-297.5 Registered domestic partner rights, protections and benefits

OROVILLE UNION HIGH SCHOOL DISTRICT

BP 4161, 4261, 4361 (c)

Leaves (Cont.)

GOVERNMENT CODE

3543.1 Release time for representatives of employee organizations

3543.2 Scope of representation

12945.1-12945.2 California Family Rights Act

20990-21013 Pension benefits, PERS members on military leave

LABOR CODE

230-230.2 Leaves for victims of domestic violence, sexual assault or specified felonies

230.3 Leave for emergency personnel

230.4 Leave for volunteer firefighters

230.8 Leave to visit child's school

233 Illness of child, parent, spouse or domestic partner

MILITARY AND VETERANS CODE

395-395.9 Military leave

395.10 Leave when spouse on leave from military deployment

UNITED STATES CODE, TITLE 29

2601-2654 Family and Medical Leave Act of 1993

UNITED STATES CODE, TITLE 38

4301-4334 Uniformed Services Employment and Reemployment Rights Act of 1994

Adopted: 11/1/06

Amended: 1/16/13

Personnel

Leaves

Failure to Return to Service After Leave

In the case of a certificated employee who was on leave of absence for 20 or more consecutive working days after April 30 of the previous school year, the district may terminate the employment of such an employee if all of the following circumstances exist: (Education Code 44842)

1. The employee fails to report for duty, without good cause, at the beginning of the school year after having notified the Governing Board of his/her intention to remain in service with the district in accordance with Education Code 44842.
2. The district had specifically notified the employee, at least five days in advance, of the time and place at which the employee was to report to work.
3. The employee did not request or was not granted a leave of absence authorized by the Board.

(cf. 4112.1 - Contracts)

In any such case, the district may terminate the employee's employment on the day following 20 consecutive days of absence. (Education Code 44842)

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

Personnel

Personal Illness/Injury Leave

An eligible employee shall be entitled to a leave of absence for an industrial accident or illness arising in the course of his/her assigned duties. (Education Code 44984, 45192)

(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)
(cf. 4157/4257/4357 - Employee Safety)
(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)
(cf. 4157.2/4257.2/4357.2 - Ergonomics)
(cf. 4161/4261/4361 - Leaves)

For such leave, the employee shall be granted no more than 60 working days in any one fiscal year for the same industrial accident or illness.

To be eligible for industrial accident or illness leave, a classified employee shall have served in the district continuously for at least three years.

Allowable industrial accident or illness leave shall not be accumulated from year to year.
(Education Code 44984, 45192)

When an employee is absent from his/her duties because of an industrial accident or illness:
(Education Code 44043, 44044, 44984, 45192)

1. The leave shall start on the first day of absence.
2. During the period of absence, the employee shall be paid such portion of his/her wage or salary that, when added to the award granted under state workers' compensation laws, will not exceed his/her normal wage or salary.
3. The leave shall be reduced by one day for each day of authorized absence, regardless of an award granted under workers' compensation laws.
4. When the leave overlaps into the next fiscal year, the employee is entitled to only the amount of unused leave due the employee for the same illness or injury.

During any paid leave of absence, the employee shall endorse to the district any workers' compensation checks received on account of an industrial accident or illness. The Superintendent or designee shall then issue payment of the employee's normal wage or salary less any appropriate deductions, including, but not limited to, employee retirement contributions.
(Education Code 44043)

Absence for industrial accident or illness shall not be considered a break in service of the employee. An employee using such leave shall retain all status and benefits to which he/she would otherwise be entitled.

(cf. 4116 - Probationary/Permanent Status)
(cf. 4154/4254/4354 - Health and Welfare Benefits)
(cf. 4216 - Probationary/Permanent Status)

Personal Illness/Injury Leave (Cont.)

When available industrial accident or illness leave has been exhausted, the employee shall be so notified in writing and shall be offered an opportunity to request any additional paid or unpaid leave available to the employee. (Education Code 45192)

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

Upon expiration of allowable leave for an industrial accident or illness, the employee may use personal illness and injury leave provided pursuant to Education Code 44977, 44978, 44983, or 45191, as applicable, provided that such leave, when added to any continuing workers' compensation award, does not result in a payment to the employee of more than his/her full wage or salary. (Education Code 44984, 45192)

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)

(cf. 4261.1 - Personal Illness/Injury Leave)

If a certificated employee is unable to resume the duties of his/her position after exhausting all accumulated sick leave, including the consecutive five-month period provided by Education Code 44977, he/she shall, if not placed in another position, be placed on a reemployment list for a period of 24 months if he/she is a probationary employee or 39 months if he/she is a permanent employee. If the employee becomes medically able to resume duties during the period of reemployment eligibility, he/she shall be returned to employment in a position for which he/she is credentialed and qualified. (Education Code 44978.1)

If a classified employee has exhausted all available leaves of absence, paid or unpaid, and is not medically able to resume the duties of his/her position, he/she shall, if not placed in another position, be placed on a reemployment list for a period of 39 months. If he/she becomes medically able to resume duties during the period of reemployment eligibility, he/she shall be employed in a vacant position in the class of his/her previous assignment over all other candidates except those on a reemployment list established because of lack of work or lack of funds, in which case the employee shall be listed in accordance with seniority regulations. If the employee is medically released to return to duty but fails to accept an appropriate assignment, he/she shall be dismissed. (Education Code 45192)

(cf. 4217.3 - Layoff/Rehire)

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

Legal Reference:

EDUCATION CODE

44043 Temporary disability

44044 Temporary disability checks; waiver of endorsement to district

44977 Salary deductions during absence from duties

44978 Provisions for certificated employee sick leave

44978.1 Inability of certificated employee to return to duty; placement in another position or on reemployment list

44983 Exception to sick leave

44984 Industrial accident and illness leave, certificated employees

45191 Personal illness and injury leave, classified employees

45192 Industrial accident and illness leave, classified employees

OROVILLE UNION HIGH SCHOOL DISTRICT

AR 4161.1, 4361.1 (c)

Personal Illness/Injury Leave (Cont.)

LABOR CODE

3200-6002 Workers' compensation

Management Resources:

WEB SITES

Department of Industrial Relations: <http://www.dir.ca.gov>

Adopted: 8/20/08
Amended: 1/16/13, 1/18/17

OROVILLE UNION HIGH SCHOOL DISTRICT

AR 4161.11, 4261.11, 4361.11 (a)

Personnel

Industrial Accident/Illness Leave

An eligible employee shall be entitled to a leave of absence for an industrial accident or illness arising in the course of his/her assigned duties. (Education Code 44984, 45192)

(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)

(cf. 4157/4257/4357 - Employee Safety)

(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)

(cf. 4157.2/4257.2/4357.2 - Ergonomics)

(cf. 4161/4261/4361 - Leaves)

For such leave, the employee shall be granted no more than 60 working days in any one fiscal year for the same industrial accident or illness.

To be eligible for industrial accident or illness leave, a classified employee shall have served in the district continuously for at least three years.

Allowable industrial accident or illness leave shall not be accumulated from year to year. (Education Code 44984, 45192)

When an employee is absent from his/her duties because of an industrial accident or illness: (Education Code 44043, 44044, 44984, 45192)

1. The leave shall start on the first day of absence.
2. During the period of absence, the employee shall be paid such portion of his/her wage or salary that, when added to the award granted under state workers' compensation laws, will not exceed his/her normal wage or salary.
3. The leave shall be reduced by one day for each day of authorized absence, regardless of an award granted under workers' compensation laws.
4. When the leave overlaps into the next fiscal year, the employee is entitled to only the amount of unused leave due the employee for the same illness or injury.

During any paid leave of absence, the employee shall endorse to the district any workers' compensation checks received on account of an industrial accident or illness. The Superintendent or designee shall then issue payment of the employee's normal wage or salary less any appropriate deductions, including, but not limited to, employee retirement contributions. (Education Code 44043)

Absence for industrial accident or illness shall not be considered a break in service of the employee. An employee using such leave shall retain all status and benefits to which he/she would otherwise be entitled.

(cf. 4116 - Probationary/Permanent Status)

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

(cf. 4216 - Probationary/Permanent Status)

OROVILLE UNION HIGH SCHOOL DISTRICT

AR 4161.11, 4261.11, 4361.11 (b)

Industrial Accident/Illness Leave (Cont.)

When available industrial accident or illness leave has been exhausted, the employee shall be so notified in writing and shall be offered an opportunity to request any additional paid or unpaid leave available to the employee. (Education Code 45192)

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

Upon expiration of allowable leave for an industrial accident or illness, the employee may use personal illness and injury leave provided pursuant to Education Code 44977, 44978, 44983, or 45191, as applicable, provided that such leave, when added to any continuing workers' compensation award, does not result in a payment to the employee of more than his/her full wage or salary. (Education Code 44984, 45192)

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)

(cf. 4261.1 - Personal Illness/Injury Leave)

If a certificated employee is unable to resume the duties of his/her position after exhausting all accumulated sick leave, including the consecutive five-month period provided by Education Code 44977, he/she shall, if not placed in another position, be placed on a reemployment list for a period of 24 months if he/she is a probationary employee or 39 months if he/she is a permanent employee. If the employee becomes medically able to resume duties during the period of reemployment eligibility, he/she shall be returned to employment in a position for which he/she is credentialed and qualified. (Education Code 44978.1)

If a classified employee has exhausted all available leaves of absence, paid or unpaid, and is not medically able to resume the duties of his/her position, he/she shall, if not placed in another position, be placed on a reemployment list for a period of 39 months. If he/she becomes medically able to resume duties during the period of reemployment eligibility, he/she shall be employed in a vacant position in the class of his/her previous assignment over all other candidates except those on a reemployment list established because of lack of work or lack of funds, in which case the employee shall be listed in accordance with seniority regulations. If the employee is medically released to return to duty but fails to accept an appropriate assignment, he/she shall be dismissed. (Education Code 45192)

(cf. 4217.3 - Layoff/Rehire)

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

Legal Reference:

EDUCATION CODE

44043 Temporary disability

44044 Temporary disability checks; waiver of endorsement to district

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45191 Personal illness and injury leave, classified employees

45192 Industrial accident and illness leave, classified employees

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AR 4161.11, 4261.11, 4361.11 (c)

Industrial Accident/Illness Leave (Cont.)

LABOR CODE

3200-6002 Workers' compensation

Management Resources:

WEB SITES

Department of Industrial Relations: <http://www.dir.ca.gov>

Adopted: 8/20/08

Personnel

Professional Leaves

The Governing Board recognizes that a broad range of experiences can strengthen an employee's ability to meet the educational needs of the district's students.

The Board may grant a professional leave of absence for up to one year to certificated employees for the purpose of permitting study or travel which will benefit the schools and students of the district. No more than one such leave of absence may be granted to an employee in a seven-year period. (Education Code 44966, 44967)

(cf. 4131 - Staff Development)

(cf. 4161/4261/4361 - Leaves)

To be eligible for a professional leave of absence, an employee must have served in the district for at least seven consecutive years preceding the leave. For this purpose, any prior professional leave taken by an employee shall be deemed a break in the employee's service. No other type of leave authorized by the Board, and no service by the employee for one year or less under a national recognized fellowship or foundation approved by the State Board of Education for research, teaching, or lecturing, shall be deemed a break in the employee's service. (Education Code 44967)

Rather than granting a professional leave for a continuous one-year period, the Board may require that the leave be taken in separate six-month periods or separate quarters, provided that the total leave is completed within three years. Any period of service by the employee between the separate periods of leave shall comprise a part of the service required for a subsequent leave of absence. (Education Code 44966)

As a condition of being granted professional leave, the employee shall agree in writing to render service in the district following his/her return for a period equal to twice the period of the leave. (Education Code 44969)

The Board and employee may agree in writing to have the employee perform services for the district during the professional leave. (Education Code 44968)

Unless the employee agrees in writing with the Board not to receive compensation during the leave, the employee shall receive such compensation during the leave as the Board and employee agree upon in writing, which shall not be less than the difference between the employee's salary and the salary of a substitute employee in the position which the employee held prior to the granting of the leave. In lieu of such a difference, the Board may pay one-half of the salary of the employee or any additional amount up to and including the full salary of the employee. (Education Code 44968, 44968.5)

Compensation during the leave shall be paid in the manner authorized by Education Code 44969 and 44970.

At the end of the professional leave, the employee shall be reinstated in the position he/she held when the leave was granted, unless otherwise agreed upon by the employee. (Education Code 44973)

Professional Leaves (Cont.)

Legal Reference:

EDUCATION CODE

44966-44976 Leaves of absence for study or travel

Personnel

Family Care and Medical Leave

The district shall not deny any eligible employee the right to family care, medical, or pregnancy disability leave (PDL) pursuant to the Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), or the Fair Employment and Housing Act (FEHA) nor restrain or interfere with the employee's exercise of such right. In addition, the district shall not discharge an employee or discriminate or retaliate against him/her for taking such leave or for his/her opposition to or challenge of any unlawful district practice in relation to any of these laws or for his/her involvement in any related inquiry or proceeding. (Government Code 12945, 12945.2; 2 CCR 11094; 29 USC 2615)

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4032 - Reasonable Accommodation)

(cf. 4033 - Lactation Accommodation)

Definitions

The words and phrases defined below shall have the same meaning throughout this administrative regulation except where a different meaning is otherwise specified.

Child (son or daughter) means a biological, adopted, or foster child; a stepchild; a legal ward; or a child to whom the employee stands in loco parentis, as long as the child is under 18 years of age or an adult dependent child. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611)

Eligible employee for FMLA and CFRA purposes means an employee who has been employed with the district for at least 12 months and who has at least 1,250 hours of service with the district during the previous 12-month period. However, these requirements shall not apply when an employee applies for PDL. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.110)

Employee disabled by pregnancy means an employee whose health care provider states that the employee is: (2 CCR 11035)

1. Unable because of pregnancy to perform any one or more of the essential functions of the job or to perform any of them without undue risk to the employee or other persons or to the pregnancy's successful completion
2. Suffering from severe "morning sickness" or needs to take time off for prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, postpartum depression, childbirth, loss or end of pregnancy, recovery from childbirth or loss or end of pregnancy, or any other pregnancy-related condition

Parent means a biological, foster, or adoptive parent; a stepparent; a legal guardian; or another person who stood in loco parentis to the employee when the employee was a child. Parent does not include a spouse's parents. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.122)

Family Care and Medical Leave (Cont.)

Serious health condition means an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or his/her child, parent, or spouse, including, but not limited to, treatment for substance abuse, that involves either of the following: (Government Code 12945.2; 2 CCR 11087, 11097; 29 USC 2611; 29 CFR 825.113-825.115)

1. Inpatient care in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity

A person is considered an inpatient when a health care facility formally admits him/her to the facility with the expectation that he/she will remain overnight and occupy a bed, even if it later develops that the person can be discharged or transferred to another facility and does not actually remain overnight.

Incapacity means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

2. Continuing treatment or continuing supervision by a health care provider, including one or more of the following:
 - a. A period of incapacity of more than three consecutive full days
 - b. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition
 - c. Any period of incapacity due to pregnancy or for prenatal care under FMLA
 - d. Any period of incapacity which is permanent or long term due to a condition for which treatment may not be effective
 - e. Any period of absence to receive multiple treatments, including recovery, by a health care provider

Spouse means a partner in marriage as defined in Family Code 300, including same sex partners in marriage, or a registered domestic partner within the meaning of Family Code 297-297.5. (Family Code 297, 297.5, 300; 2 CCR 11087; 29 CFR 825.122)

Eligibility

The district shall grant FMLA or CFRA leave to eligible employees for any of the following reasons: (Government Code 12945.2, 12945.6; 29 USC 2612; 29 CFR 825.112)

1. The birth of a child of the employee or placement of a child with the employee in connection with the employee's adoption or foster care of the child (parental leave)
2. To care for the employee's child, parent, or spouse with a serious health condition
3. The employee's own serious health condition that makes him/her unable to perform one or more essential functions of his/her position

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AR 4161.8, 4261.8, 4361.8 (c)

Family Care and Medical Leave (Cont.)

4. Any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a military member on covered active duty or call to covered active duty (or has been notified of an impending call or order to covered active duty)
5. To care for a covered service member with a serious injury or illness if the covered service member is the employee's spouse, child, parent, or next of kin, as defined

In addition, the district shall grant PDL to any employee who is disabled by pregnancy, childbirth, or other related medical condition. (Government Code 12945; 2 CCR 11037)

Terms of Leave

An eligible employee shall be entitled to a total of 12 work weeks of FMLA or CFRA leave during any 12-month period, except in the case of leave to care for a covered service member as provided under "Military Caregiver Leave" below. To the extent allowed by law, CFRA and FMLA leaves shall run concurrently. (Government Code 12945.2; 29 USC 2612)

This 12-month period shall be a rolling period measured backward from the date an employee uses any family care and medical leave, as defined in 29 CFR 825.200. (29 CFR 825.200)

In addition, any employee who is disabled by pregnancy, childbirth, or other related condition shall be entitled to PDL for the period of the disability not to exceed four months. For a part-time employee, the four months shall be calculated on a proportional basis. (Government Code 12945; 2 CCR 11042)

PDL shall run concurrently with FMLA leave for disability caused by an employee's pregnancy. At the end of the employee's FMLA leave for disability caused by pregnancy, or at the end of four months of PDL, whichever occurs first, a CFRA-eligible employee may request to take CFRA leave of up to 12 work weeks, for the reason of the birth of a child or to bond with or care for the child. (Government Code 12945, 12945.2; 2 CCR 11046, 11093)

Leave taken for the birth or placement of a child must be concluded within the 12-month period beginning on the date of the birth or placement of the child. Such leave does not need to be taken in one continuous period of time. (2 CCR 11090; 29 USC 2612)

If both parents of a child work for the district, their family care and medical leave related to the birth or placement of the child shall be limited to a combined total of 12 work weeks. This restriction shall apply regardless of the legal status of both parents' relationship. (Government Code 12945.2, 12945.6; 2 CCR 11088; 29 USC 2612)

Use/Substitution of Paid Leave

An employee shall use his/her accrued vacation leave, other accrued time off, and any other paid time off negotiated with the district for any otherwise unpaid FMLA or CFRA leave not involving his/her own serious health condition. For PDL, CFRA, or FMLA leave due to an employee's own serious health condition, the employee shall use accrued sick leave and may use accrued vacation leave and other paid time off at his/her option. (Government Code 12945, 12945.2, 12945.6; 2 CCR 11044; 29 USC 2612)

Family Care and Medical Leave (Cont.)

The district and employee may also negotiate for the employee's use of any additional paid or unpaid time off instead of using the employee's CFRA leave. (2 CCR 11092)

(cf. 4141/4241 - Collective Bargaining Agreement)

(cf. 4161/4261/4361 - Leaves)

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)

(cf. 4261.1 - Personal Illness/Injury Leave)

Intermittent Leave/Reduced Work or Leave Schedule

PDL and family care and medical leave for the serious health condition of an employee or his/her child, parent, or spouse may be taken intermittently or on a reduced work or leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. However, the district shall limit leave increments to the shortest period of time that the district's payroll system uses to account for absences or use of leave provided it is not to be greater than one hour. (2 CCR 11042, 11090; 29 USC 2612)

(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)

The basic minimum duration of leave for the birth, adoption, or foster care placement of a child shall be two weeks. However, the district shall grant a request for such leave of less than two weeks on any two occasions. (2 CCR 11090; 29 USC 2612)

The district may require an employee to transfer temporarily to an available alternative position under any of the following circumstances: (2 CCR 11041, 11090; 29 USC 2612)

1. The employee needs intermittent leave or leave on a reduced work schedule that is foreseeable based on a planned medical treatment for the employee or family member.
2. A medical certification is provided by the employee's health care provider that, because of pregnancy, the employee has a medical need to take intermittent leave or leave on a reduced work schedule.
3. The district agrees to permit intermittent leave or leave on a reduced work schedule due to the birth, adoption, or foster care placement of the employee's child.

The alternative position must have equivalent pay and benefits and must better accommodate recurring periods of leave than the employee's regular job, and the employee must be qualified for the position. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work or leave schedule. (2 CCR 11041, 11090; 29 USC 2612)

Request for Leave

The district shall consider an employee's request for PDL or family care and medical leave only if the employee provides at least verbal notice sufficient to make the district aware of the need to take the leave and the anticipated timing and duration of the leave. (2 CCR 11050, 11091)

Family Care and Medical Leave (Cont.)

For family care and medical leave, the employee need not expressly assert or mention FMLA/CFRA to satisfy this requirement. However, he/she must state the reason the leave is needed (e.g., birth of child, medical treatment). If more information is necessary to determine whether the employee is eligible for family care and medical leave, the Superintendent or designee shall inquire further and obtain the necessary details of the leave to be taken. (2 CCR 11091)

The district shall respond to requests for leave as soon as practicable, but no later than five business days after receiving the employee's request. (2 CCR 11091)

Based on the information provided by the employee, the Superintendent or designee shall designate the leave, paid or unpaid, as FMLA/CFRA qualifying leave and shall give notice of such designation to the employee. Failure of an employee to respond to permissible inquiries regarding the leave request may result in denial of CFRA protection if the district is unable to determine whether the leave is CFRA qualifying. (2 CCR 11091; 29 CFR 825.300)

When an employee is able to foresee the need for PDL or family care and medical leave at least 30 days in advance of the leave, the employee shall provide the district with at least 30 days advance notice before the leave. When the 30 days' notice is not practicable because of a lack of knowledge of when leave will be required to begin, a change in circumstances, a medical emergency, or other good cause, the employee shall provide the district with notice as soon as practicable. Failure of an employee to provide required notice may result in a denial of leave. (2 CCR 11050, 11091)

In all instances, the employee shall consult with the Superintendent or designee and make a reasonable effort to schedule, subject to the health care provider's approval, any planned appointment or medical treatment or supervision so as to minimize disruption to district operations. (Government Code 12945.2; 2 CCR 11050, 11091)

Certification of Health Condition

Within five business days of an employee's request for family care and medical leave for his/her own or his/her child's, parent's, or spouse's serious health condition, the Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave. Upon receiving the district's request, the employee shall provide the certification within 15 days, unless either the Superintendent or designee provides additional time or it is not practicable under the particular circumstances, despite the employee's diligent, good faith efforts. (2 CCR 11091; 29 CFR 825.305)

The certification shall include the following: (Government Code 12945.2; 2 CCR 11087; 29 USC 2613)

1. The date on which the serious health condition began
2. The probable duration of the condition
3. If the employee is requesting leave to care for a child, parent, or spouse with a serious health condition, both of the following:

Family Care and Medical Leave (Cont.)

- a. Statement that the serious health condition warrants the participation of the employee to provide care, such as by providing psychological comfort, arranging for third party care, or directly providing or participating in the medical care of the child, parent, or spouse during a period of the treatment or supervision
 - b. Estimated amount of time the health care provider believes the employee needs to care for the child, parent, or spouse
4. If the employee is requesting leave because of his/her own serious health condition, a statement that due to the serious health condition, he/she is unable to work at all or is unable to perform one or more essential functions of his/her job
5. If the employee is requesting leave for intermittent treatment or on a reduced work or leave schedule for planned medical treatment, a statement of the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave

When an employee has provided sufficient medical certification to enable the district to determine whether the employee's leave request is FMLA/CFRA-eligible, the Superintendent or designee shall notify the employee within five business days whether the leave is FMLA/CFRA-eligible. The Superintendent or designee may also retroactively designate leave as FMLA/CFRA leave as long as appropriate notice is given to the employee and there is no harm or injury to the employee. (2 CCR 11091; 29 CFR 825.301)

If the Superintendent or designee doubts the validity of a certification that accompanies a request for leave for the employee's own serious health condition, he/she may require the employee to obtain a second opinion from a district-approved health care provider, at district expense. If the second opinion is contrary to the first, the Superintendent or designee may require the employee to obtain a third medical opinion from a third health care provider approved by both the employee and the district, again at district expense. The opinion of the third health care provider shall be final and binding. (Government Code 12945.2; 2 CCR 11091; 29 USC 2613)

For PDL, the Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave at the time the employee gives notice of the need for PDL, or within two business days of giving the notice. If the need for PDL is unforeseen, the Superintendent or designee shall request the medical certification within two business days after the leave commences. The Superintendent or designee may request certification at some later date if he/she has reason to question the appropriateness of the leave or its duration. (2 CCR 11050)

For PDL that is foreseeable and for which at least 30 days' notice has been given, the employee shall provide the medical certification before the leave begins. When this is not practicable, the employee shall provide the certification within the time frame specified by the Superintendent or designee which must be at least 15 days after the request, unless it is not practicable under the particular circumstances despite the employee's diligent, good faith efforts. (2 CCR 11050)

Family Care and Medical Leave (Cont.)

Medical certification for PDL purposes shall include a statement that the employee needs to take the leave because the employee is disabled by pregnancy, childbirth, or a related medical condition, the date on which the employee became disabled because of pregnancy, and the estimated duration of the leave. (2 CCR 11050)

If additional PDL or family care and medical leave is needed when the time estimated by the health care provider expires, the district may require the employee to provide recertification in the manner specified for the leave. (Government Code 12945.2; 2 CCR 11050; 29 USC 2613)

The Superintendent or designee shall not request any genetic information related to an employee except as authorized by law in accordance with the California Genetic Information Nondiscrimination Act of 2011.

Release to Return to Work

Upon expiration of an employee's PDL or family care and medical leave taken for his/her own serious health condition, the employee shall present certification from the health care provider that he/she is able to resume work. The certification shall address the employee's ability to perform the essential functions of his/her job.

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

Rights to Reinstatement

Upon granting an employee's request for PDL or FMLA/CFRA leave, the Superintendent or designee shall guarantee to reinstate the employee in the same or a comparable position when the leave ends. (Government Code 12945.2; 2 CCR 11043, 11089; 29 USC 2614)

However, the district may refuse to reinstate an employee returning from FMLA or CFRA leave to the same or a comparable position if all of the following apply: (Government Code 12945.2; 2 CCR 11089; 29 USC 2614)

1. The employee is a salaried "key employee" who is among the highest paid 10 percent of district employees who are employed within 75 miles of the employee's worksite.
2. The refusal is necessary to prevent substantial and grievous economic injury to district operations.
3. The district informs the employee of its intent to refuse reinstatement at the time it determines that the refusal is necessary, and the employee fails to immediately return to service.

(cf. 4117.3 - Personnel Reduction)

(cf. 4217.3 - Layoff/Rehire)

The district may also refuse to reinstate an employee to the same or a comparable position if the FMLA/CFRA leave was fraudulently obtained by the employee. (2 CCR 11089; 29 CFR 825.216)

Family Care and Medical Leave (Cont.)

The district may refuse to reinstate an employee to the same position after taking PDL if, at the time the reinstatement is requested, the employee would not otherwise have been employed in that position for legitimate business reasons unrelated to the employee's PDL. (2 CCR 11043)

Maintenance of Benefits/Failure to Return from Leave

During the period when an employee is on PDL or family care and medical leave, he/she shall maintain his/her status with the district and the leave shall not constitute a break in service for purposes of longevity, seniority under any collective bargaining agreement, or any employee benefit plan. (Government Code 12945.2; 2 CCR 11092; 29 USC 2614)

For up to a maximum of four months for PDL and 12 work weeks for other family care and medical leave, the district shall continue to provide an eligible employee the group health plan coverage that was in place before he/she took the leave. The employee shall reimburse the district for premiums paid during the leave if he/she fails to return to district employment after the expiration of all available leaves and the failure is for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond his/her control. (Government Code 12945.2; 2 CCR 11044, 11092; 29 USC 2614; 29 CFR 825.213)

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

In addition, during the period when an employee is on PDL or family care and medical leave, the employee shall be entitled to continue to participate in other employee benefit plans including life insurance, short-term or long-term disability insurance, accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as would apply to an unpaid leave taken for any other purpose. However, for purposes of pension and retirement plans, the district shall not make plan payments for an employee during any unpaid portion of the leave period and the leave period shall not be counted for purposes of time accrued under the plan. (Government Code 12945.2; 2 CCR 11044, 11092)

Military Family Leave Resulting from Qualifying Exigencies

An eligible employee may take up to 12 work weeks of unpaid FMLA leave, during each 12-month period established by the district in the section entitled "Terms of Leave" above, for one or more qualifying exigencies while his/her child, parent, or spouse who is a military member is on covered active duty or on call to covered active duty status. (29 USC 2612; 29 CFR 825.126)

Covered active duty means duty during the deployment of a member of the regular Armed Forces to a foreign country or duty during the deployment of a member of the National Guard or Reserves to a foreign country under a call or an order to active duty in support of a contingency operation pursuant to law. (29 USC 2611; 29 CFR 825.126)

Qualifying exigencies include time needed to: (29 CFR 825.126)

1. Address issues arising from short notice deployment of up to seven calendar days from the date of receipt of call or order of short notice deployment

Family Care and Medical Leave (Cont.)

2. Attend military events and related activities, such as any official ceremony or family assistance program related to the covered active duty or call to covered active duty status
3. Arrange child care or attend school activities arising from the covered active duty or call to covered active duty, such as arranging for alternative child care, enrolling or transferring a child to a new school, or attending meetings
4. Make or update financial and legal arrangements to address a military member's absence
5. Attend counseling provided by someone other than a health care provider
6. Spend time (up to 15 days of leave per instance) with a military member who is on short-term, temporary, rest and recuperation leave during deployment
7. Attend to certain post-deployment activities, such as arrival ceremonies or reintegration briefings
8. Care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty
9. Address any other event that the employee and district agree is a qualifying exigency

The employee shall provide the Superintendent or designee with notice of the need for the qualifying exigency leave as soon as practicable, regardless of how far in advance such leave is foreseeable. (29 CFR 825.302)

An employee who is requesting leave for qualifying exigencies shall provide the Superintendent or designee with a copy of the military member's active duty orders, or other documentation issued by the military, and the dates of the service. In addition, the employee shall provide the Superintendent or designee with certification of the qualifying exigency necessitating the leave. The certification shall contain the information specified in 29 CFR 825.309.

The employee's qualifying exigency leave may be taken on an intermittent or reduced work or leave schedule basis. (29 CFR 825.302)

During the period of qualified exigency leave, the district's rule regarding an employee's use of his/her accrued vacation leave and any other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Military Caregiver Leave

The district shall grant an eligible employee up to a total of 26 work weeks of leave during a single 12-month period, measured forward from the first date the leave is taken, to care for a covered service member with a serious illness or injury. In order to be eligible for such military caregiver leave, the employee must be the spouse, son, daughter, parent, or next of kin of the covered service member. This 26-week period is not in addition to, but rather is inclusive of, the 12 work weeks of leave that may be taken for other FMLA qualifying reasons. (29 USC 2611, 2612; 29 CFR 825.127)

Covered service member may be: (29 CFR 825.127)

Family Care and Medical Leave (Cont.)

1. A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness
2. A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran

Son or daughter of a covered service member means the biological, adopted, or foster child, stepchild, legal ward, or a child of any age for whom the covered service member stood in loco parentis. (29 CFR 825.127)

Parent of a covered service member means the covered service member's biological, adopted, step, or foster parent, or any other individual who stood in loco parentis to the covered service member (except "parents in law"). (29 CFR 825.127)

Next of kin means the nearest blood relative to the covered service member, or as designated in writing by the covered service member. (29 USC 2611, 2612)

Outpatient status means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. (29 USC 2611; 29 CFR 825.127)

Serious injury or illness means: (29 USC 2611; 29 CFR 825.127)

1. For a current member of the Armed Forces, an injury or illness incurred by the member in the line of duty on active duty, or that existed before the beginning of the member's active duty and was aggravated by the member's service in the line of duty while on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.
2. For a veteran, an injury or illness incurred or aggravated by the member's service in the line of duty on active duty in the Armed Forces, including the National Guard or Reserves, that manifested itself before or after the member became a veteran and that is at least one of the following:
 - a. A continuation of a serious injury or illness incurred or aggravated while the veteran was a member of the Armed Forces and rendered him/her unable to perform the duties of his/her office, grade, rank, or rating
 - b. A physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs (VA) Service-Related Disability Rating of 50 percent or greater, based wholly or partly on that physical or mental condition
 - c. A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of one or more disabilities related to his/her military service or that would do so but for treatment received by the veteran

Family Care and Medical Leave (Cont.)

- d. An injury, including a psychological injury, on the basis of which the veteran has been enrolled in the VA's Program of Comprehensive Assistance for Family Caregivers

The employee shall provide reasonable and practicable notice of the need for the leave in accordance with the procedures in the section entitled "Request for Leave" above.

An employee requesting leave to care for a covered service member with a serious injury or illness shall provide the Superintendent or designee with certification from an authorized health care provider of the service member that contains the information specified in 29 CFR 825.310.

The leave may be taken intermittently or on a reduced work or leave schedule when medically necessary. An employee taking military caregiver leave in combination with other leaves pursuant to this administrative regulation shall be entitled to a combined total of 26 work weeks of leave during a single 12-month period. When both spouses work for the district and both wish to take such leave, the spouses are limited to a maximum combined total of 26 work weeks during a single 12-month period. (29 USC 2612)

During the period of military caregiver leave, the district's rule regarding an employee's use of his/her accrued vacation leave and other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Notifications

The Superintendent or designee shall provide the following notifications regarding state and federal law related to PDL or FMLA/CFRA leave:

1. General Notice: Information explaining the provisions of the FEHA/PDL and FMLA/CFRA and employee rights and obligations shall be posted in a conspicuous place on district premises, or electronically, and shall be included in employee handbooks. (2 CCR 11049, 11095; 29 USC 2619)

The general notice shall also explain an employee's obligation to provide the Superintendent or designee with at least 30 days' notice of the need for the requested leave, when the need is reasonably foreseeable at least 30 days prior to the start of the leave. (2 CCR 11050, 11091)

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

2. Eligibility Notice: When an employee requests leave, including PDL, or when the Superintendent or designee acquires knowledge that an employee's leave may be for an FMLA/CFRA qualifying reason, the Superintendent or designee shall, within five business days, provide notification to the employee of his/her eligibility to take such leave. (2 CCR 11049, 11091; 29 CFR 825.300)
3. Rights and Responsibilities Notice: Each time the eligibility notice is provided to an employee, the Superintendent or designee shall provide written notification explaining the specific expectations and obligations of the employee, including any consequences for a failure to meet those obligations. Such notice shall include, as applicable: (29 CFR 825.300)

Family Care and Medical Leave (Cont.)

- a. A statement that the leave may be designated and counted against the employee's annual FMLA/CFRA leave entitlement and the appropriate 12-month entitlement period, if qualifying
- b. Any requirements for the employee to furnish medical certification of a serious health condition, serious injury or illness, or qualifying exigency arising out of active duty or call to active duty status and the consequences of failing to provide the certification
- c. The employee's right to use paid leave, whether the district will require use of paid leave, conditions related to any use of paid leave, and the employee's entitlement to take unpaid leave if the employee does not meet the conditions for paid leave
- d. Any requirements for the employee to make premium payments necessary to maintain health benefits, the arrangement for making such payments, and the possible consequences of failure to make payments on a timely basis
- e. The employee's status as a "key employee" if applicable, potential consequence that restoration may be denied following the FMLA leave, and explanation of the conditions required for such denial
- f. The employee's right to maintenance of benefits during the leave and restoration to the same or an equivalent job upon return from leave
- g. The employee's potential liability for health insurance premiums paid by the district during the employee's unpaid FMLA leave should the employee not return to service after the leave

Any time the information provided in the above notice changes, the Superintendent or designee shall, within five business days of his/her receipt of an employee's first notice of need for leave, provide the employee with a written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

4. Designation Notice: When the Superintendent or designee has information (e.g., sufficient medical certification) to determine whether the leave qualifies as FMLA/CFRA leave, he/she shall, within five business days, provide written notification designating the leave as FMLA/CFRA qualifying or, if the leave will not be so designated, the reason for that determination. (2 CCR 11091; 29 CFR 825.300)

If the amount of leave needed is known, the notice shall include the number of hours, days, or weeks that will be counted against the employee's FMLA/CFRA entitlement. If it is not possible to provide that number at the time of the designation notice, notification shall be provided of the amount of leave counted against the employee's entitlement upon request by the employee and at least once in every 30-day period if leave was taken in that period. (29 CFR 825.300)

If the district requires paid leave to be used during an otherwise unpaid family care and medical leave, the notice shall so specify. If the district requires an employee to present a release to return to work certification that addresses the employee's ability to perform the essential functions of the job, the notice shall also specify that requirement. (2 CCR 11091, 11097; 29 CFR 825.300)

Family Care and Medical Leave (Cont.)

Any time the information provided in the designation notice changes, the Superintendent or designee shall, within five business days, provide the employee with written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

Records

The Superintendent or designee shall maintain records pertaining to an individual employee's use of family care and medical leave in accordance with law. (Government Code 12946; 29 USC 2616; 42 USC 2000ff-1; 29 CFR 825.500)

Legal Reference:

EDUCATION CODE

44965 Granting of leaves of absence for pregnancy and childbirth

FAMILY CODE

297-297.5 Rights, protections, and benefits under law; registered domestic partners

300 Validity of marriage

GOVERNMENT CODE

12926 Fair employment and housing act, definitions

12940 Unlawful employment practices

12945 Pregnancy; childbirth or related medical condition; unlawful practice

12945.1-12945.2 California Family Rights Act

12945.6 Parental leave

12946 Fair Employment and Housing Act: discrimination prohibited

CODE OF REGULATIONS, TITLE 2

11035-11051 Sex discrimination: pregnancy, childbirth and related medical conditions

11087-11098 California Family Rights Act

UNITED STATES CODE, TITLE 1

7 Definition of marriage

UNITED STATES CODE, TITLE 29

2601-2654 Family and Medical Leave Act of 1993, as amended

UNITED STATES CODE, TITLE 42

2000ff-1-2000ff-11 Genetic Information Nondiscrimination Act of 2008

CODE OF FEDERAL REGULATIONS, TITLE 29

825.100-825.800 Family and Medical Leave Act of 1993

COURT DECISIONS

United States v. Windsor, (2013) 699 F.3d 169

Faust v. California Portland Cement Company, (2007) 150 Cal.App.4th 864

Tellis v. Alaska Airlines, (9th Cir., 2005) 414 F.3d 1045

Management Resources:

U.S. DEPARTMENT OF LABOR PUBLICATIONS

Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers

WEB SITES

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

U.S. Department of Labor, FMLA: <http://www.dol.gov/whd/fmla>

Adopted: 11/1/06

Amended: 8/20/08, 1/16/13

Personnel

Catastrophic Leave Program

The Governing Board recognizes that district employees may desire to assist other employees who have an urgent need for a leave of absence but do not have sufficient accrued leave to cover their absence. The Superintendent or designee shall establish a catastrophic leave program by which employees may donate accrued vacation and/or sick leave credits, which shall be placed into a pool for use by eligible employees.

Donations made under the catastrophic leave program shall be strictly voluntary.

The district's policy and procedures regarding catastrophic leave shall be included in the employee handbook. The Superintendent or designee may notify employees annually, or more frequently if the need arises, of the process for donating leave for this purpose.

An employee may apply to use donated leave credits in accordance with the accompanying administrative regulation when he/she has exhausted all applicable paid leaves of absence and a catastrophic illness or injury incapacitates the employee or a member of his/her family for an extended period of time. (Education Code 44043.5)

(cf. 4161/4261/4361 - Leaves)

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

(cf. 4261.1 - Personal Illness/Injury Leave)

Legal Reference:

EDUCATION CODE

44043.5 Catastrophic leave

44977 Salary deduction during sick leave, certificated employees

44978 Sick leave, certificated employees

44983 Compensation during leave, certificated employees

45190-45191 Sick leave and vacation, classified employees

45196 Salary deductions during sick leave, classified employees

LABOR CODE

245-249 Healthy Workplaces, Healthy Families Act

Adopted: 12/18/02

Amended: 8/20/08

Personnel

Catastrophic Leave Program

Donations to Catastrophic Leave Program

An employee who chooses to donate accrued vacation and/or sick leave credits to the district's catastrophic leave program shall provide written notice to the Superintendent or designee of the amount and type of leave he/she wishes to donate. The Superintendent or designee shall review the donor's available leave and transfer the leave credits to a district pool of leave credits designated for this purpose.

Donations shall be at a minimum of eight hours, and in hour increments thereafter. (Ed. Code 44043.5)

All transfers of eligible leave credit shall be irrevocable. (Education Code 44043.5)

Employees should be cautious in making large donations of leave that they may need for their own use in the future.

Requests for Catastrophic Leave

A full-time or part-time employee may apply to their bargaining unit to use paid leave from the catastrophic leave program if he/she earns paid time off but has exhausted all his/her accrued paid leave and needs to take time off from work for an extended period of time due to his/her or a family member's catastrophic illness or injury. If the employee is incapacitated, a family member or caretaker may apply on his/her behalf.

(cf. 4161/4261/4361 - Leaves)

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

(cf. 4261.1 - Personal Illness/Injury Leave)

The employee shall provide verification of the illness or injury. (Education Code 44043.5)

Verification shall be made by means of a letter, dated and signed by the individual's health care provider, indicating the incapacitating nature and probable duration of the illness or injury.

Employees receiving compensation under worker's compensation provisions are not eligible to receive leave from the catastrophic leave program until exhausting such benefit.

(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)

An employee who is the recipient of donated leave credits shall use those credits within 12 consecutive months. (Education Code 44043.5)

If donated leave credits are not used by the employee within 12 consecutive months, the credits shall be returned to the pool of catastrophic leave for use by other eligible employees.

Catastrophic Leave Program (Cont.)

An employee who receives catastrophic leave shall use any leave credits that he/she continues to accrue on a monthly basis before receiving paid leave pursuant to this program. (Education Code 44043.5)

Adopted: 12/18/02
Amended: 8/20/08

Personnel

Personal Illness/Injury Leave

Classified employees employed five days a week are entitled to 12 days' leave of absence with full pay for personal illness or injury (sick leave) per fiscal year. Employees who work less than a full fiscal year or fewer than five days a week (part-time employees) shall be granted sick leave in proportion to the time they work. However, any part-time employee whose work hours are so few as to entitle him/her to less than 24 hours of paid sick leave per fiscal year shall be granted sick leave pursuant to Labor Code 246, if he/she is eligible. (Education Code 45191; Labor Code 245-249)

(cf. 4161/4261/4361 - Leaves)

(cf. 4161.9/4261.9/4361.9 - Catastrophic Leave Program)

Use of Sick Leave

A classified employee may use sick leave for absences due to:

1. Accident or illness, whether or not the absence arises out of or in the course of employment, or by quarantine which results from contact with other persons having a contagious disease during the employee's performance of his/her duties (Education Code 45199)
2. Pregnancy, childbirth, and recovery (Education Code 45193)
(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)
3. Personal necessity as specified in Education Code 45207
(cf. 4161.2/4261.2/4361.2 - Personal Leaves)
4. Medical or dental appointments, in increments of not less than one hour
5. Industrial accident or illness when leave granted specifically for that purpose has been exhausted (Education Code 45192)
(cf. 4161.11/4261.11/4361.11 - Industrial Accident/Illness Leave)
6. Need of an employee to bond with a child within one year of the child's birth, adoption, or foster care placement (parental leave) (Education Code 45196.1; Government Code 12945.2, 12945.6; 29 USC 2612; 29 CFR 825.112)
7. Need of the employee or his/her family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care (Labor Code 233, 246.5)
8. Need of the employee to seek or obtain any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee, or his/her child, when the employee has been a victim of domestic violence, sexual assault, or stalking (Labor Code 233, 246.5)

Personal Illness/Injury Leave (Cont.)

For the purposes specified in items #7-8, an employee may use, in any calendar year, the amount of sick leave he/she would accrue during six months at his/her current rate of entitlement. (Labor Code 233)

An employee may take leave for personal illness or injury at any time during the year, even if credit for such leave has not yet been accrued. However, a new full-time classified employee shall not be entitled to more than six days of sick leave until he/she has completed six months of active service with the district. (Education Code 45191)

Unused days of sick leave shall be accumulated from year to year without limitation. (Education Code 45191)

An employee shall reimburse the district for any unearned sick leave used as of the date of his/her termination.

The district shall not require newly employed classified employees to waive leave accumulated in a previous district. However, if the employee's previous employment was terminated for cause, the transfer of the accumulated leave shall be made only if approved by the Governing Board. (Education Code 45202)

The Superintendent or designee shall notify any classified employee whose employment with the district is terminated after at least one calendar year for reasons other than for cause that, if he/she accepts employment in another district, county office of education, or community college district within one year of the termination of employment, he/she shall be entitled to request that the district transfer his/her accumulated sick leave to his/her new employer. (Education Code 45202)

Additional Leave for Disabled Military Veterans

In addition to any other entitlement for sick leave with pay, a classified employee who is a former active duty member of the U.S. Armed Forces or a former or current member of the California National Guard or a federal reserve component shall be entitled to sick leave with pay of up to 12 days for the purpose of undergoing medical treatment, including mental health treatment, for a military service-connected disability rated at 30 percent or higher by the U.S. Department of Veterans Affairs. An eligible employee who works less than five days per week shall be entitled to such leave in proportion to the time he/she works. (Education Code 45191.5)

The amount of leave shall be credited to the employee either on the date the employee receives confirmation of the submission of his/her disability application to the U.S. Department of Veterans Affairs or on the first day the employee begins or returns to employment after active duty, whichever is later. When the employee receives his/her disability rating decision, he/she shall report that information to the Superintendent or designee. If the disability rating decision makes the employee eligible for the leave, the time used before the decision shall be counted toward the 12-day maximum leave. If the disability rating decision makes the employee ineligible for the leave, the district may change the sick leave time used before the disability rating decision to an alternative leave balance. (Education Code 45191.5)

The Superintendent or designee may require verification, in accordance with the section "Verification Requirements" below, that the employee used the leave to obtain treatment of a military service-connected disability.

Personal Illness/Injury Leave (Cont.)

Leave for military-service connected disability shall be available for 12 months following the first date that the leave was credited. Leave not used during the 12-month period shall not be carried over and shall be forfeited. (Education Code 45191.5)

Notification of Absence

An employee shall notify the Superintendent or the designated manager or supervisor of his/her need to be absent as soon as such need is known so that the services of a substitute may be secured as necessary. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the employee shall so notify the district. If the duration of absence becomes shorter than estimated, the employee shall notify the district not later than three o'clock in the afternoon of the day preceding the day on which he/she intends to return to work. If the employee fails to notify the district and the failure results in a substitute being secured, the cost of the substitute shall be deducted from the employee's pay.

Continued Absence After Available Sick Leave Is Exhausted/Differential Pay

A classified employee who has exhausted all paid leaves, including sick leave, shall for the remainder of the five-month period of absence to which he/she is entitled, receive his/her salary minus the actual amount paid a substitute to fill the employee's position during his/her absence. (Education Code 45196)

The five-month period shall commence on the first day of the leave of absence and shall run concurrently with any other paid leave.

Each year, each regular classified employee shall be credited with no fewer than 100 working days of paid leave for personal illness or accident, including current year and accumulated days of leave. When the current year and accumulated days at full pay are exhausted, the remainder of the 100 days shall be compensated at 50 percent of the employee's regular salary. Any of the 100 days of leave not used during the year in which they are credited shall be forfeited and shall not accumulate from year to year. This paid leave shall be exclusive of any other paid leave, holidays, vacation, or compensatory time to which the employee may be entitled. (Education Code 45196)

Parental Leave

During each school year, a classified employee may use all available sick leave, including accumulated sick leave, for the purpose of parental leave for a period up to 12 work weeks. The 12-week period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of such parental leave. (Education Code 45196.1)

Eligibility for such leave shall not require 1,250 hours of service with the district during the previous 12 months. (Education Code 45196.1)

An employee who has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of parental leave shall receive differential pay for the remainder of the 12 work weeks. (Education Code 45196.1)

Personal Illness/Injury Leave (Cont.)

Parental leave taken pursuant to Education Code 45196.1 shall run concurrently with the parental leave taken pursuant to Government Code 12945.2 or 12945.6, and the aggregate amount of parental leave shall not exceed 12 work weeks in a 12-month period. (Education Code 45196.1; Government Code 12945.2, 12945.6)

Extension of Leave

A permanent employee who is absent because of a personal illness or injury and who has exhausted all available sick leave, vacation, compensatory overtime, and any other paid leave shall be so notified, in writing, and offered an opportunity to request additional leave. The Board may grant the employee additional leave, paid or unpaid, for a period not to exceed six months and may renew this leave for two additional six-month periods or for lesser periods. The total additional leave granted shall not exceed 18 months. (Education Code 45195)

(cf. 4216 - Probationary/Permanent Status)

If the employee is still unable to resume his/her duties after all available paid and unpaid leaves have been exhausted, the employee shall be placed on a reemployment list for a period of 39 months. If during this time the employee becomes able to resume the duties of his/her position, he/she shall be offered reemployment in the first vacancy in the classification of his/her previous assignment. During the 39 months, the employee's reemployment shall take preference over all other applicants except those laid off for lack of work or lack of funds, in which case the employee shall be ranked according to his/her seniority. (Education Code 45195)

Verification Requirements

After any absence due to illness or injury, the employee shall submit a completed and signed district absence form to his/her immediate supervisor.

The Superintendent or designee may require verification whenever an employee's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever available evidence clearly indicates that an absence is not related to illness or injury.

In addition, the Superintendent or designee may require an employee to visit a physician selected by the district, at district expense, in order to receive a report on the medical condition of the employee. The report shall include a statement as to the employee's need for additional leave of absence and a prognosis as to when the employee will be able to return to work. If the report concludes that the employee's condition does not warrant continued absence, the Superintendent or designee may, after giving notice to the employee, deny the request for additional leave.

Any district request for additional verification by an employee's physician or a district-selected physician shall be in writing and shall specify that the report to be submitted to the district should not contain the employee's genetic information.

Any genetic information received by the district on behalf of an employee shall be treated as a confidential medical record, maintained in a file separate from the employee's personnel file, and shall not be disclosed except in accordance with 29 CFR 1635.9.

Personal Illness/Injury Leave (Cont.)

Before returning to work, an employee who has been absent for surgery, hospitalization, or extended medical treatment may be asked to submit a letter from his/her physician stating that he/she is able to return to work and stipulating any recommended restrictions or limitations.

(cf. 4032 - Reasonable Accommodation)

(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)

Short-Term and Substitute Employees

Except for a retired annuitant who is not reinstated to the retirement system, any short-term or substitute employee who works for 30 or more days within a year of his/her employment shall be entitled to one hour of paid sick leave for every 30 hours worked. Accrued paid sick days shall carry over to the following year of employment, up to a maximum of 48 hours. (Labor Code 246)

Any short-term or substitute employee may begin to use accrued paid sick days on the 90th day of his/her employment, after which he/she may use the sick days as they are accrued. (Labor Code 246)

A short-term or substitute employee may use accrued sick leave for absences due to: (Labor Code 246.5)

1. His/her own need or the need of a family member, as defined in Labor Code 245.5, for the diagnosis, care, or treatment of an existing health condition or for preventive care
2. Need of the employee to obtain or seek any relief or medical attention specified in Labor Code 230(c) and 230.1(a) for the health, safety, or welfare of the employee, or his/her child, when the employee has been a victim of domestic violence, sexual assault, or stalking

Healthy Workplaces, Healthy Families Act Requirements

No employee, including a short-term or substitute employee, shall be denied the right to use accrued sick days and the district shall not in any manner discriminate or retaliate against an employee for using or attempting to use sick leave, filing a complaint with the Labor Commissioner, or alleging district violation of Labor Code 245-249.

To ensure the district's compliance with Labor Code 245-249, the Superintendent or designee shall:

1. At a conspicuous location in each workplace, display a poster on paid sick leave that includes the following information:
 - a. That an employee is entitled to accrue, request, and use paid sick days
 - b. The amount of sick days provided by Labor Code 245-249
 - c. The terms of use of paid sick days

Personal Illness/Injury Leave (Cont.)

- d. That discrimination or retaliation against an employee for requesting and/or using sick leave is prohibited by law and that an employee has the right to file a complaint with the Labor Commissioner if the district discriminates or retaliates against him/her
 2. Provide at least 24 hours or three days of paid sick leave to each eligible employee to use per year and allow eligible employees to use accrued sick leave upon reasonable request
 3. Provide eligible employees written notice, on their pay stub or other document issued with their pay check, of the amount of paid sick leave they have available
- (cf. 4112.9/4212.9/4312.9 - Employee Notifications)
4. Keep a record documenting the hours worked and paid sick days accrued and used by each eligible employee for three years

Legal Reference:

EDUCATION CODE

45103 Substitute employees

45190 Leaves of absence and vacations

45191 Leaves of absence for illness and injury

45191.5 Leave for military service connected disability

45193 Leave of absence for pregnancy (re use of sick leave under certain circumstances)

45195 Additional leave for nonindustrial accident or illness; reemployment preference

45196 Salary; deductions during sick leave

45196.1 Differential pay during parental leave up to 12 weeks after sick leave is exhausted

45202 Transfer of accumulated sick leave and other benefits

GOVERNMENT CODE

12945.1-12945.2 California Family Rights Act

12945.6 Parental leave

LABOR CODE

230 Jury duty; legal actions by domestic violence, sexual assault and stalking victims, right to time off

230.1 Employers with 25 or more employees; domestic violence, sexual assault and stalking victims, right to time off

233 Illness of child, parent, spouse or domestic partner

245-249 Healthy Workplaces, Healthy Families Act of 2014

UNITED STATES CODE, TITLE 29

2601-2654 Family and Medical Leave Act of 1993, as amended

UNITED STATES CODE, TITLE 42

2000ff-2000ff-11 Genetic Information Nondiscrimination Act of 2008

CODE OF FEDERAL REGULATIONS, TITLE 29

825.100-825.800 Family and Medical Leave Act of 1993

1635.1-1635.12 Genetic Information Nondiscrimination Act of 2008

COURT DECISIONS

California School Employees Association v. Colton Joint Unified School District, (2009) 170 Cal.App.4th 957

California School Employees Association v. Tustin Unified School District, (2007) 148 Cal.App.4th 510

OROVILLE UNION HIGH SCHOOL DISTRICT

AR 4261.1 (g)

Personal Illness/Injury Leave (Cont.)

ATTORNEY GENERAL OPINIONS
53 Ops.Cal.Atty.Gen. 111 (1970)

Adopted: 11/1/06
Amended: 8/20/08, 1/18/17

Personnel

Professional Leaves

The Governing Board recognizes that a broad range of experiences can strengthen an employee's ability to meet the district's needs.

The Board may grant a professional leave of absence for up to one year to classified employees for the purpose of permitting study or retraining the employee to meet changing conditions within the district. No more than one such leave of absence may be granted to an employee in a seven-year period for purposes of study or three-year period for purposes of retraining. (Education Code 45381, 45382)

(cf. 4161/4261/4361 - Leaves)
(cf. 4231 - Staff Development)

To be eligible for a leave for study purposes, the employee must have served in the district for at least seven consecutive years preceding the granting of the leave. If the leave is for purposes of retraining, the employee must have served in the district for at least three consecutive years preceding the granting of the leave. Any professional leave of absence granted by the Board shall not be deemed a break in service. However, it will not be included as service in computing service for the granting of any subsequent professional leave. (Education Code 45382)

Rather than granting a professional leave for a continuous one-year period, the Board may require that the leave be taken in separate six-month periods or in any other appropriate periods, provided that the total leave is completed within three years. Any period of service by the employee between the separate periods of leave shall comprise a part of the service required for qualifying for a subsequent leave of absence. (Education Code 45381)

The Board and employee may agree in writing to have the employee perform services for the district during the professional leave. (Education Code 45383)

The employee shall receive such compensation during the leave as the Board and employee agree upon in writing, which shall not be less than the difference between the employee's salary and the salary of a substitute employee in the position which the employee held prior to the granting of the leave. In lieu of such a difference, the Board may pay one-half of the salary of the employee or any additional amount up to and including the full salary of the employee. (Education Code 45383)

Compensation during the leave shall be paid in the manner authorized by Education Code 45384.

The Board may grant reimbursement of the costs, including tuition fees, to any classified employee who satisfactorily completes approved training to improve his/her job knowledge, ability, or skill, as long as the employee is not eligible for reimbursement by another governmental agency, organization, or association. Programs eligible for reimbursement include, but are not limited to, courses of study at approved academic institutions, seminars and training institutes conducted by recognized professional associations, conferences, meetings, and other training programs that are designed to upgrade the classified service and encourage the retraining of employees who may otherwise be subject to layoff as the result of technological changes. (Education Code 45387)

Professional Leaves (Cont.)

Legal Reference:

EDUCATION CODE

45220-45320 Merit system

45380-45387 Leaves of absence for study or retraining, classified personnel

Adopted:

Philosophy, Goals, Objectives and Comprehensive Plans

Nondiscrimination in District Programs and Activities

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

(cf. 1240 - Volunteer Assistance)
(cf. 4030 - Nondiscrimination in Employment)
(cf. 4032 - Reasonable Accommodation)
(cf. 4033 - Lactation Accommodation)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)
(cf. 5131.2 - Bullying)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5146 - Married/Pregnant/Parenting Students)
(cf. 6145 - Extracurricular and Co-curricular Activities)
(cf. 6145.2 - Athletic Competition)
(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
(cf. 6164.6 - Identification and Education Under Section 504)
(cf. 6178 - Career Technical Education)
(cf. 6200 - Adult Education)

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

Annually, the Superintendent or designee shall review district programs and activities to ensure the removal of any derogatory or discriminatory name, image, practice, or other barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing district programs and activities. He/she shall take prompt, reasonable actions to remove any identified barrier. The Superintendent or designee shall report his/her findings and recommendations to the Board after each review.

(cf. 1330 - Use of Facilities)

All allegations of unlawful discrimination in district programs and activities shall be investigated and resolved in accordance with the procedures specified in AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

Nondiscrimination in District Programs and Activities (Cont.)

Pursuant to 34 CFR 104.8 and 34 CFR 106.9, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in each announcement, bulletin, catalog, handbook, application form, or other materials distributed to these groups and, as applicable, to the public. As appropriate, such notification shall be posted in district schools and offices, including staff lounges, student government meeting rooms, and other prominent locations and shall be posted on the district's web site and, when available, district-supported social media.

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

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

(cf. 5145.6 - Parental Notifications)

The district's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. In addition, when 15 percent or more of a school's students speak a single primary language other than English, those materials shall be translated into that other language.

Access for Individuals with Disabilities

District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act (ADA) and any implementing standards and/or regulations. When structural changes to existing district facilities are needed to provide individuals with disabilities access to programs, services, activities, or facilities, the Superintendent or designee shall develop a transition plan that sets forth the steps for completing the changes.

(cf. 6163.2 - Animals at School)

(cf. 7110 - Facilities Master Plan)

(cf. 7111 - Evaluating Existing Buildings)

The Superintendent or designee shall ensure that the district provides appropriate auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, assistive technologies or other modifications to increase accessibility to district and school web sites, note takers, written materials, taped text, and Braille or large print materials. Individuals with disabilities shall notify the Superintendent or principal if they have a disability that requires special assistance or services. Reasonable notification should be given prior to a school-sponsored function, program, or meeting.

(cf. 6020 - Parent Involvement)

(cf. 9320 - Meetings and Notices)

(cf. 9322 - Agenda/Meeting Materials)

The individual identified in AR 1312.3 - Uniform Complaint Procedures as the employee responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws is hereby designated as the district's ADA coordinator. He/she shall receive and address requests for accommodation submitted by individuals with disabilities, and shall investigate and resolve complaints regarding their access to district programs, services, activities, or facilities.

Nondiscrimination in District Programs and Activities (Cont.)

Superintendent
Oroville Union High School District
2211 Washington Avenue
Oroville, CA 95966
(530) 538-2300, ext. 1107

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

48985 Notices to parents in language other than English

51007 Legislative intent: state policy

GOVERNMENT CODE

11000 Definitions

11135 Nondiscrimination in programs or activities funded by state

11138 Rules and regulations

12900-12996 Fair Employment and Housing Act

54953.2 Brown Act compliance with Americans with Disabilities Act

PENAL CODE

422.55 Definition of hate crime

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities in Education Act

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

2301-2415 Carl D. Perkins Vocational and Applied Technology Act

6311 State plans

6312 Local education agency plans

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964

2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended

2000h-2000h-6 Title IX

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

36.303 Auxiliary aids and services

CODE OF FEDERAL REGULATIONS, TITLE 34

100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI

104.1-104.39 Section 504 of the Rehabilitation Act of 1973

106.1-106.61 Discrimination on the basis of sex, effectuating Title IX, especially:

106.9 Dissemination of policy

Management Resources:

Nondiscrimination in District Programs and Activities (Cont.)

CSBA PUBLICATIONS

Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, July 2016

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

CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING PUBLICATIONS

California Law Prohibits Workplace Discrimination and Harassment

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

Dear Colleague Letter: Transgender Students, May 2016

Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

Dear Colleague Letter: Title IX Coordinators, April 2015

Dear Colleague Letter: Harassment and Bullying, October 2010

Dear Colleague Letter: Electronic Book Readers, June 29, 2010

Notice of Non-Discrimination, January 1999

Protecting Students from Harassment and Hate Crime, January 1999

Nondiscrimination in Employment Practices in Education, August 1991

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

2010 ADA Standards for Accessible Design, September 2010

Accessibility of State and Local Government Websites to People with Disabilities, June 2003

WORLD WIDE WEB CONSORTIUM PUBLICATIONS

Web Content Accessibility Guidelines, December 2008

WEB SITES

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

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

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

Safe Schools Coalition: <http://www.casafeschools.org>

Pacific ADA Center: <http://www.adapacific.org>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

U.S. Department of Justice, Civil Rights Division, Americans with Disabilities Act:

<http://www.ada.gov>

U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>

World Wide Web Consortium, Web Accessibility Initiative: <http://www.w3.org/wai>

Adopted: 2/1/90

Amended: 3/1/00, 11/1/06, 8/15/12, 2/19/14, 11/16/16, 6/13/18

OROVILLE UNION HIGH SCHOOL DISTRICT

RESOLUTION #2-18/19

Approval to Teach in Designated Subject Area

WHEREAS, pursuant to Education Code Section #44263, the holder of a valid teaching credential who has completed 18 semester hours of coursework or 9 semester hours of upper division or graduate coursework in a single subject may be approved to teach in a designated subject area; and

WHEREAS, approval to teach in the designated subject area must be granted by resolution of the governing board of the district on an annual basis;

NOW, THEREFORE, BE IT RESOLVED, that the following certificated personnel are authorized to teach the single subject class listed at the designated schools in accordance with the terms of their respective credential(s):

Robert Schmautz to teach **Health** at **Oroville High School**

PASSED AND ADOPTED by the Board of Trustees of the Oroville Union High School District at its regular meeting held on the 15th day of August, 2018 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Board President

Attest:

Board Secretary



To: Oroville Union High School District Board of Trustees

From: Dr. Corey Willenberg, Superintendent

Date: August 7, 2018

Subject: Approval of Maintenance and Operations Lead Job Description

Mr. LaGrone has reviewed all of the staffing in his department and is suggesting that we add the position of Maintenance and Operations Lead. This person will assist Mr. LaGrone in supervising the Maintenance department.

The job description has been presented to CSEA, but at this time has not been approved. The job description is attached for review.

The proposed position is a new position, but will not require additional staff. The position will be filled with an existing maintenance staff member. The position would be paid at a Step 24.

**OROVILLE UNION HIGH SCHOOL DISTRICT
JOB DESCRIPTION**

JOB TITLE: MAINTENANCE & OPERATIONS LEAD

SALARY LEVEL:	24	DIVISION:	Classified
DEPARTMENT:	Maintenance	LOCATION:	District
REPORTS TO:	Director, Maintenance		
APPROVED BY:	Board of Trustees	DATE:	

SUMMARY: Under direction, leads, oversees and participates in the general maintenance and custodial services; repair and upkeep of buildings, facilities, grounds and equipment; performs a variety of tasks relative to the assigned area of responsibility.

ESSENTIAL DUTIES AND RESPONSIBILITIES: *Other related duties may be assigned.*

Insures that buildings, equipment and grounds are maintained in a safe, clean and orderly condition in accordance with fire, life and safety regulations; maintains department inventory records and files; prepares reports; assist supervisor in scheduling, assigning and inspecting the work of staff; perform walk-through inspections of all buildings and facilities to ensure quality control of maintenance, grounds and custodial services provided to assure tasks are performed in a timely manner; repairs and treats structures such as floors, showers, sinks, walls, roofs, stairways, and carpets; cleans debris from roof gutters as necessary; repairs irrigation systems; troubleshoots, repairs and adjusts locks on doors, cabinets, desks, closets; repairs door hinges; cleans plugged key slots; inspects various ventilation units, maintains hand and power tools in working condition, maintains and services kitchen equipment; installs fire extinguishers and maintains a service schedule; assists in the coordination of training other staff in various maintenance and custodial tasks; monitors site deliveries; as directed, contacts appropriate outside agencies as needed to schedule service by trained personnel, inspections, obtain required permits and arrange for disposal of hazardous waste and chemicals; moves or arranges for moving of furniture and equipment; empty and clean trash receptacles; sweep and scrub building floors; strip, seal, wax and buff tile floors; vacuum traffic areas; spot and shampoo carpets; Dust and clean office furniture; clean upholstery, sofas and chairs as needed; sets up and breaks down for various events; opens and closes school campuses and other site buildings; activates and deactivates building alarms; performs facility and grounds inspections; responds to emergency situations in a timely manner; attends meetings as required; ensures personnel are following policies and procedures; performs lead functions as assigned by the Maintenance Director.

- Performs or assumes lead responsibility in skilled maintenance, grounds and custodial work.
- Does carpentry work from plans, oral instructions, sketches and blueprints.
- Builds cabinets, assembles school equipment, and installs hardware.
- Constructs repairs or remodels buildings or related structures.
- Repairs heating and ventilation systems.
- Prepares paints or repaints structures, furnishings, wood, and metal using required tools.
- Makes plumbing or electrical installations or repairs.
- Oversee and participate in the development of goals and procedures for maintenance, grounds and custodial, operations and service.
- Troubleshoot and perform minor repairs to buildings, fixtures, and equipment as needed;
- Perform related duties as required.

**OROVILLE UNION HIGH SCHOOL DISTRICT
MAINTENANCE & OPERATIONS LEAD
PAGE 2**

QUALIFICATION REQUIREMENTS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills, and abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION AND/OR EXPERIENCE: Any combination equivalent to graduation from high school and journey level experience in one or more building trades. Knowledge of tools, materials and practices associated with building and grounds maintenance, including woodworking, heating and ventilation systems, plumbing and electrical installations, refrigeration systems, welding, concrete finish and masonry is essential.

LANGUAGE SKILLS: Ability to read and interpret documents such as safety rules, operation and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before small groups.

MATHEMATICAL SKILLS: Ability to calculate figures and amounts such as discounts, interest, commission, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.

REASONING ABILITY: Ability to apply common sense understanding to carry out instructions furnished in written, oral, and diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

CERTIFICATES AND LICENSES: California Driver's License. A Willingness to obtain the Integrated Pest Management Certification, Lead Renovator Certification, EPA 608 Certification, AHERA accreditation in asbestos management and pest control applicator certificate.

OTHER SKILLS AND ABILITIES: Ability to work from sketches, drawings, and blue prints; use required tools and equipment skillfully and safely. Ability to perform maintenance and repair activities. Ability to develop effective working relationships with students, staff and the school community. Ability to communicate clearly and concisely, both orally and in writing. Ability to perform duties with awareness of all district requirements and board policies.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand, walk, use hands and fingers to handle or feel objects, tools, or controls; and talk or hear. The employee is occasionally required to sit. The employee frequently must squat, stoop, or kneel, reach above the head and reach forward. The employee continuously uses hand strength to grasp tools and climb ladders. The employee will frequently bend or twist the neck and trunk more than the average person while performing the duties of this job. The employee must frequently lift and/or move up to 75 pounds such as a tool box. Specific vision abilities required by this job include close vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. The employee regularly works indoors and will occasionally work outdoors. The employee will work near or with moving mechanical equipment. The employee may occasionally work with toxic or caustic chemicals such as petroleum products, degreasers, and sprays. The employee must be able to meet deadline with severe time constraints. The noise level in the work environment is usually moderate. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Oroville Union High School District

Assistant Superintendent/CBO

Employment Contract for 2018-2022

This Employment Agreement ("Agreement") is made and entered into effective as of July 1, 2018 by and between the Oroville Union High School District, a public school district of the State of California ("District") and Susan Watts, an individual (referred to herein as "Assistant Superintendent/CBO").

WHEREAS, the District's Governing Board of Education ("Board") desires to employ the Assistant Superintendent/CBO as the Assistant Superintendent/CBO of the District, and the Assistant Superintendent/CBO desires to accept employment as the Assistant Superintendent/CBO of District upon the terms and conditions hereinafter set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing, and of the terms and conditions set forth herein, the parties hereto agree as follows:

1. **Term**

The term of this Agreement shall commence on July 1, 2018 and terminate on June 30, 2022, unless terminated earlier pursuant to the provisions of this Agreement, or unless extended as provided herein or as provided by law.

The District shall provide the Assistant Superintendent/CBO with at least forty-five (45) days written notice prior to the expiration of this Agreement of the intention of the District not to renew the Agreement.

2. **Senior Management**

The Assistant Superintendent position is a Senior Management position of the classified service pursuant to Education Code section 45100.5. The Assistant Superintendent shall not have any property interest in the position that would entitle the Assistant Superintendent to permanent status in a Senior Management position; her employment rights are as provided in Education Code sections 45104.5 and 35031.

3. **Employment Duties and Obligations**

The Board hereby employs the Assistant Superintendent/CBO as the Assistant Superintendent/CBO of the District, and the Assistant Superintendent/CBO accepts employment as the Assistant Superintendent/CBO of the District. In said capacity, the Assistant Superintendent/CBO shall do and perform all services, acts, or things, necessary or advisable, to manage and conduct the business of the District. Without limiting the foregoing, the Assistant Superintendent/CBO (or Superintendent's designee) shall perform the following duties:

Professional Growth

Endeavor to maintain and improve the Assistant Superintendent/CBO's professional competence by a variety of means, including, without implied limitation, subscription to and reading of appropriate periodicals, and joining and participating in appropriate professional associations and their activities;

Credentials/Licenses

Obtain and maintain all licenses, credentials, certificates, permits and approvals of whatever nature that are legally required to fulfill the Assistant Superintendent/CBO's obligations as the Assistant Superintendent/CBO of the District;

Attend All Board Meetings

The Assistant Superintendent/CBO shall be entitled to attend all regular, special and (when necessary) closed session meetings of the Board, and shall serve as an ex officio member on any and all District committees and subcommittees, and shall be entitled to submit recommendations on any items of business considered by the Board or any committee or subcommittee of the District.

Assigned Other Duties

This is an agreement for the performance of professional services as the Assistant Superintendent/CBO of the District. In recognition of the purposes of this Agreement, the Assistant Superintendent/CBO shall not be assigned to any other position or have her duties assigned to others without the Assistant Superintendent/CBO's consent. No policy or bylaw of the District shall diminish the Assistant Superintendent/CBO's statutory or contractual authority. All duties assigned to the Assistant Superintendent/CBO by the Board shall be appropriate to and consistent with the professional role and responsibility of the Assistant Superintendent/CBO. The Assistant Superintendent/CBO shall be provided with such facilities, equipment, supplies, and clerical assistance as appropriate to the Assistant Superintendent/CBO's position and necessary for the adequate performance of her duties. The Assistant Superintendent/CBO will be provided with the appropriate technology that will assist her in the performance of the Assistant Superintendent's CBO job duties and responsibilities. These are to include, by way of example but not by way of limitation, a laptop computer, iPad and internet access.

4. Obligations of District

The District shall provide the Assistant Superintendent/CBO with the compensation, incentives, benefits, and business expense reimbursements specified in this Agreement.

Salary

District shall pay the Assistant Superintendent/CBO an annual salary of \$144,158.00. The Assistant Superintendent/CBO shall receive such annual increases in salary as may be agreed to by the Assistant Superintendent/CBO and the Board and also included in this agreement. The Board may agree to provide the Assistant Superintendent/CBO with additional increases in the Board's sole discretion.

In an effort to maintain equity with other certificated and administrative personnel, the Assistant Superintendent/CBO shall receive a salary increase each year of this agreement equal to the same percentage increase given the administrative/management team.

Expense Allowance

The Assistant Superintendent/CBO shall receive a monthly expense allowance of \$50 to assist the Assistant Superintendent/CBO for such expenses as a cell phone and other expenses that naturally are incurred as the Assistant Superintendent/CBO conducts the District's business. The Assistant Superintendent/CBO shall not be required to provide documentation for this allowance.

Work Days/Vacation Days/Sick Days

The Assistant Superintendent/CBO's work year shall be 260 days. The Assistant Superintendent/CBO shall be entitled to 24 days of vacation, non-work time, each year without loss of compensation as well all statutory leaves and those days enjoyed by all other 12-month district employees (i.e. personal necessity, bereavement, etc.). Vacation shall be accrued at the rate of 2 days per month. At the conclusion of this Agreement, any unused vacation time shall be paid to the Assistant Superintendent/CBO at the Assistant Superintendent/ CBO's then existing daily rate of pay. The Assistant Superintendent/CBO may elect at the conclusion of each school year, ending June 30 annually, to be paid for any portion of his/her then accrued vacation time at the Assistant

Superintendent/CBO's then existing daily rate of pay. The Assistant Superintendent/CBO may not accrue more than 10 days of paid vacation.

The Assistant Superintendent/CBO shall earn twelve (12) days of sick leave per contract year.

Positive Work Year

The Assistant Superintendent/CBO's work year shall be 12 months.

Health Benefits

The Governing Board shall provide the Assistant Superintendent/CBO and family with health, dental and vision insurance benefits under the Butte Schools Self-Funded Programs as administered by the Butte County JPA for which the premium paid by the District will not exceed \$12,000 annually. The Governing Board shall reimburse the Assistant Superintendent/CBO the difference if the combined insurance benefits cost is less than the annual cap of \$12,000.

Miscellaneous Provisions: Upon retirement, the Assistant Superintendent/CBO shall be entitled to a paid family health plan provided by the District until she is eligible for benefits under Medicare (OASDI) providing she:

- Has attained age 55.
- Has completed 10 years of service within the Oroville Union High School District.

The family health plan granted under this article shall be equal to benefits available to other certificated management personnel at time of retirement of Assistant Superintendent/CBO, or to most recent plan available to Assistant Superintendent/CBO prior to retirement, whichever is greater, plus all extended benefits granted certificated management personnel after Assistant Superintendent/CBO's retirement. Assistant Superintendent/CBO shall receive any increases in insurance cap granted to other certificated management personnel.

Prof Association Dues/Service Club Expenses

District shall pay the Superintendent's expenses and dues for membership in professional organizations and maintaining CPA and CMA licenses. The District shall also pay on behalf of the Assistant Superintendent/CBO expenses incurred in attendance for regional, state or national conferences, seminars, hearings or meetings which are devoted to matters that in the Superintendent's judgment relate to the benefit and welfare of the District.

5. Professional Growth of the Assistant Superintendent/CBO

The Board supports the concept of lifelong learning and encourages the continuing professional growth of the Assistant Superintendent/CBO through her participation in maintaining her CPA/CMA licensure. The district is willing to support the Assistant Superintendent/CBO's professional growth and will be responsible for the expenses involved in such activity.

6. Evaluation of the Assistant Superintendent/CBO

The Superintendent and the Assistant Superintendent/CBO shall annually develop and agree upon performance goals and objectives that shall serve as the basis for an annual evaluation.

Within thirty (30) days after the commencement of the Agreement Term, the Superintendent and the Assistant Superintendent/CBO shall meet to discuss agreed upon goals and objectives for the purposes of the ensuing year's evaluation.

The Superintendent and the Assistant Superintendent/CBO shall agree upon a written evaluation format which shall be used during the Agreement Term.

If the Superintendent concludes that the Assistant Superintendent/CBO's performance is unsatisfactory in any respect, the Superintendent shall identify in writing specific areas where improvement is required, provide written recommendations for improvement, and notify the Assistant Superintendent/CBO that another evaluation will be conducted within six (6) months. Such written recommendations and the specifications for improvement shall be provided within thirty (30) days of the date of the evaluation.

7. Outside Professional Activities

The Assistant Superintendent/CBO may serve as a consultant to other districts or educational agencies, lecture, engage in professional activities and speaking engagements, and engage in other activities which are of a short-term duration at the Assistant Superintendent/CBO's discretion. Any such activities which require the Assistant Superintendent/CBO to be absent from the District for more than three (3) consecutive full working days shall be reported in advance to the Superintendent and may be subject to Board approval. Any compensation received by the Assistant Superintendent/CBO for these outside professional activities shall belong to the Assistant Superintendent/CBO if they are completed on the Assistant Superintendent/CBO's vacation or non-work day.

8. Termination/Agreement Extension

- a. Agreement Extension: After completion of this Agreement, the Governing Board may elect to extend the Agreement.
- b. Mutual Consent: This Agreement may be amended or terminated at any time by written, mutual consent of the Governing Board and the Assistant Superintendent, which will be effective no sooner than thirty (30) days following such written, mutual consent.
- c. Non-Renewal: If the Governing Board decides not to reelect or reemploy the Assistant Superintendent at the expiration of this Agreement, the Governing Board shall notify the Assistant Superintendent in writing at least forty five (45) days before this Agreement or any extension or renewal of this Agreement expires.
- d. The Assistant Superintendent/CBO may terminate her obligations under this Agreement by giving the District at least forty-five (45) days written notice.
- e. This Agreement shall terminate upon the occurrence of any of the following events:
 - Whenever the Assistant Superintendent/CBO and the District shall mutually agree to termination in writing.
 - Upon the death of the Assistant Superintendent/CBO.

Unable to Perform Duties

The Assistant Superintendent/CBO has been unable to perform all or substantially all of the Assistant Superintendent/CBO's duties due to illness or other disability for a period of four (4) consecutive months, and it is medically determined that the Assistant Superintendent/CBO is permanently disabled from performing all or substantially all of the duties of the Assistant Superintendent/CBO. Any time a question exists as to the Assistant Superintendent/CBO's ability to perform her duties, the Board may require the Assistant Superintendent/CBO undergo a comprehensive medical examination in accordance with the provisions of Section 6 of this Agreement. Such examination shall occur within two weeks of the date written notice is given to the Assistant Superintendent/CBO that the District is exercising its right to an examination as provided in this Section. If the Assistant Superintendent/CBO wishes to do so,

she may, within one week of said examination, submit a separate report made by a physician chosen by the Assistant Superintendent/CBO and concerning all or part of the matters covered in said comprehensive medical examination.

Termination With or Without Cause/Buyout

For Cause: The Governing Board may terminate the Agreement for cause, including but not limited to material breach of contract or any grounds constituting good cause. Notice of termination for cause shall be given in writing, and the Assistant Superintendent shall be entitled to appear before the Governing Board to discuss such causes. The Assistant Superintendent shall be afforded the right to be represented by counsel at her own expense, the right to present witnesses and evidence on her behalf and to cross-examine witnesses presented against her, and the right to a decision based on the matters at the hearing and stating the ground for any action. Such meeting shall be conducted in closed session unless specifically prohibited by state law. The Assistant Superintendent shall not be entitled to severance pay in the event of termination for cause.

Unilateral Termination by the Governing Board: The Governing Board may terminate the Agreement without cause upon ninety (90) days' written notice provided that the District shall pay the Assistant Superintendent, as severance pay, the base salary she would have earned under this Agreement to the date of termination, not to exceed twelve (12) month's base salary. Base salary is the annual salary amount specified in section 3(b) above. This amount shall include the ninety day notice period. Pursuant to Government Code section 53261, in the event of termination of this Agreement for any reason, no non-cash benefit may be conferred in settlement except for employer-paid health benefits, which may be provided for a period not to exceed the period by which any cash settlement is measured. In any event, employer-paid health benefits shall be discontinued if and when the Assistant Superintendent obtains employment before the measuring period has expired.

Unilateral Termination by Assistant Superintendent/Notice of Application of Employment: The Assistant Superintendent may unilaterally terminate the Agreement provided that, unless otherwise waived by the Governing Board, the Assistant Superintendent shall give at least ninety (90) days advance written notice. Notwithstanding the provisions of section 3.d above, for each day less than ninety (90) days advance written notice, the Assistant Superintendent's unused vacation days shall be reduced by one day. Should the Assistant Superintendent become interested in a position elsewhere during the term of this Agreement, she shall advise the Superintendent of this interest before she is interviewed for such position.

Reimbursement By Assistant Superintendent to the District: If this Agreement is terminated, any cash settlement related to the termination that Assistant Superintendent may receive from the Governing Board shall be fully reimbursed to the Governing Board if Assistant Superintendent is convicted of a crime involving an abuse of her office or position as defined by Government Code Section 53243.4.

If any express or implied provision of this Agreement, the Bylaws of the Governing Board, or any policy or practice of the Governing Board provide paid leave salary to Assistant Superintendent pending an investigation, said paid leave salary shall be fully reimbursed by the Assistant Superintendent to the Governing Board if Assistant Superintendent is convicted of a crime involving an abuse of her office or position as defined by Government Code Section 53243.4.

If any express or implied provision of this Agreement, the Bylaws of the Governing Board, or any policy or practice of the Governing Board provide for payment of funds for the legal criminal defense of Assistant Superintendent, said funds paid for her legal criminal defense shall be fully reimbursed by the Assistant Superintendent to the Governing Board if Assistant Superintendent

is convicted of a crime involving an abuse of her office or position as defined by Government Code Section 53243.4.

9. Delivery of Notices

All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Susan Watts
Assistant Superintendent/CBO
11 Buehler Avenue
Oroville, CA 95966

Such notice shall be deemed received when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepared and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

10. Conflict of Laws

This Agreement shall be governed by the laws of the State of California.

11. Integration

This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. Neither of the parties has relied upon any oral or written representation or written information given to the party by any representative of the other party.

12. Severability

If one or more of the provisions of this Agreement are hereafter declared invalid or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

13. Modification

No change or modification of the terms or provisions of this Agreement shall be deemed valid unless set forth in writing and signed by both parties.

14. Construction of Agreement

This Agreement will be liberally construed to effectuate the intention of the parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the parties have participated equally or have had equal opportunity to participate in the drafting hereof.

15. Waiver

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

16. Attorneys' Fees

In the event of any action or proceeding to enforce or construe any of the provisions of this Agreement, the prevailing party in any such action or proceeding shall be entitled to attorneys' fees and costs.

17. Further Assurances

Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent and agreements of the parties hereto.

18. Assignment

Since this Agreement is for the employment of the Assistant Superintendent/CBO and the Assistant Superintendent/CBO's specific knowledge and talents, both parties acknowledge that neither party shall assign this Agreement or any interest therein. Any such attempt to assign this Agreement is null, void and of no effect.

19. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

20. Indemnity

In accordance with the provisions of Government Code §825 and 995, the District shall defend the Assistant Superintendent/CBO from any and all demands, claims, suits, actions, and legal proceedings brought against the Assistant Superintendent/CBO in Assistant Superintendent/CBO's individual capacity, or official capacity as an agent and employee of the District, provided that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while the Assistant Superintendent/CBO was acting within the scope of employment.

Upon retirement or separation from the district, the Assistant Superintendent/CBO will continue to be indemnified for any actions taken against him/her related to his/her role as the Assistant Superintendent/CBO.

21. Safety

In the event of public controversy or threats, if the Board or the Assistant Superintendent/CBO deems it necessary, the Board will at District expense provide appropriate security measures for the safety of the Assistant Superintendent/CBO and Assistant Superintendent/CBO's family.

IN WITNESS WHEREOF, this Agreement has been executed this 15th day of August, 2018.

Susan Watts, Assistant Superintendent

Date

Corey Willenberg, Ed.D, Superintendent

Date

Cameron Sweeney, Board President

Date

RESOLUTION NO. 3-18/19

**RESOLUTION
OF THE BOARD OF EDUCATION OF THE
OROVILLE UNION HIGH SCHOOL DISTRICT
TO BECOME SUBJECT TO
UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING PROCEDURES**

WHEREAS, Oroville Union High School District ("District") currently uses formal bidding procedures pursuant to Public Contract Code section 20110, et. seq., applicable to construction work performed or contracted by the District.

WHEREAS, the District is currently not subject to uniform public construction cost accounting procedures.

WHEREAS, Public Contract Code section 22030 et seq., commonly known as the California Uniform Public Construction Cost Accounting Act ("CUPCCAA"), establishes a uniform cost accounting standard and allows for an alternate method of bidding of public works projects by local public agencies.

WHEREAS, the Uniform Public Construction Cost Accounting Commission ("Commission") established under CUPCCAA has developed uniform public construction cost accounting procedures for implementation by local public agencies in the performance of or in the contracting for construction of public projects, and is set forth in its publication entitled, *Cost Account Policies and Procedures Manual*.

WHEREAS, the Commission has determined that compliance with the California Schools Accounting Manual meets the accounting requirements of CUPCCAA for school districts.

WHEREAS, under Public Contract Code section 22032, the dollar amount limits under CUPCCAA currently are: (a) public projects of \$45,000 or less may be performed by District employees by force account, by purchase order, or by negotiated contract; (b) public projects \$175,000 or less, may be contracted by informal procedures; and (c) public projects more than \$175,000 are subject to formal bidding procedures.

WHEREAS, other local public agencies report that benefits of becoming subject to uniform public construction cost accounting procedures pursuant to CUPCCAA include: the raised force account limit; informal bidding procedures; greater leeway in the execution of public works projects; a streamlined awards process; improved timeliness of project completion; and simplified administration.

WHEREAS, the District's governing body must elect by resolution to become subject to the provisions of CUPCCAA and file a copy of the resolution with the State Controller's Office pursuant to Public Contract Code section 22030.

NOW THEREFORE, the Board of Education of the Oroville Union High School District hereby resolves, determines, and finds the following:

Section 1. That the foregoing recitals are true.

Section 2. That, based on the foregoing, it would be beneficial for the entire District to become subject to uniform public construction cost accounting procedures pursuant to CUPCCAA.

Section 3. Pursuant to Public Contract Code section 22030(a), that the Board hereby elects to become subject to the uniform public construction cost accounting procedures set forth in CUPCCAA and to the Commission's policies and procedures and cost accounting review procedures, as they may each from time to time be amended, and directs the District Superintendent or the Superintendent's designee to notify the State Controller forthwith of this election.

Section 4. That the Board hereby delegates the authority to the District's Superintendent, or designee, to award or to negotiate, execute, and enter into a contract or contracts with a qualified contractor or contractors for completion of public works projects pursuant to the procedures authorized in CUPCCAA (collectively, "Contracts").

Section 5. That the District's Superintendent, or designee, is authorized pursuant to this Resolution to take any action that is necessary to complete the procedures necessary for the District to become subject to the uniform public construction cost accounting procedures set forth in CUPCCAA and to take any action authorized by CUPCCAA.

PASSED AND ADOPTED by the Board of Education of the Oroville Union High School District, this 15th day of August, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

President

Attest:

Clerk

Business and Non-instructional Operations

Bids

Advertised/Competitive Bids

The district shall advertise for any of the following: (Public Contract Code 20111)

1. A public project contract that involves an expenditure of \$175,000 or more, including a contract for construction, reconstruction, erection, alteration, renovation, improvement, painting, repainting, demolition, or repair work involving a district owned, leased, or operated facility

(cf. 3311.1 - Uniform Public Construction Cost Accounting Procedures)

(cf. 3311.2 - Lease-Leaseback Contracts)

(cf. 3311.3 - Design-Build Contracts)

2. A contract that exceeds the amount specified in law, as annually adjusted by the Superintendent of Public Instruction, for any of the following:

- a. The purchase of equipment, materials, or supplies to be furnished, sold, or leased to the district

(cf. 3230 - Federal Grant Funds)

(cf. 3311.4 - Procurement of Technological Equipment)

- b. Services, not including construction services or special services and advice in accounting, financial, legal, or administrative matters

- c. Repairs that are not a public project, including maintenance

Maintenance means routine, recurring, and usual work for preserving, protecting, and keeping a district facility operating in a safe, efficient, and continually usable condition for the intended purpose for which it was designed, improved, constructed, altered, or repaired. Maintenance includes, but is not limited to, carpentry, electrical, plumbing, glazing, and other craft work designed to preserve the facility, as well as repairs, cleaning, and other operations on machinery and other permanently attached equipment. Maintenance does not include painting, repainting, or decorating other than touchup, or among other types of work, janitorial or custodial services and protection provided by security forces. (Public Contract Code 20115)

Instructions and Procedures for Advertised Bids

The Superintendent or designee shall call for bids by placing a notice at least once a week for two weeks in a local newspaper of general circulation published in the district, or if no such newspaper exists, then in some newspaper of general circulation that is circulated in the county. The Superintendent or designee also may post the notice on the district's web site or through an electronic portal. The notice shall state the work to be done or materials or supplies to be furnished and the time and place and web site where bids will be opened. (Public Contract Code 20112)

(cf. 1113 - District and School Web Sites)

Bids (Cont.)

The notice shall contain the time, date, and location of any mandatory prebid conference, site visit, or meeting and details regarding when and where project documents, including the final plan and specifications, are available. Any such mandatory visit or meeting shall occur not less than five calendar days after the publication of the initial notice. (Public Contract Code 6610)

Bid instructions and specifications shall include the following requirements and information:

1. All bidders shall certify in writing the minimum, if not exact, percentage of post-consumer materials in products, materials, goods, or supplies offered or sold. (Public Contract Code 22152)

(cf. 3510 - Green School Operations)

2. All bids for construction work shall be presented under sealed cover. The district may accept a bid that has been submitted electronically or on paper. (Public Contract Code 20111, 20112)

The bid shall be accompanied by a form of bidder's security, including either cash, a cashier's check payable to the district, a certified check made payable to the district, or a bidder's bond executed by an admitted surety insurer and made payable to the district. The security of unsuccessful bidders shall be returned in a reasonable period of time, but in no event later than 60 days after the bid is awarded. (Public Contract Code 20111, 20112)

3. When a standardized proposal form is provided by the district, bids not presented on the standard form shall be disregarded. (Public Contract Code 20111.5)
4. Bids shall not be accepted after the advertised bid opening time, regardless of whether the bids are actually opened at that time. (Public Contract Code 20112)
5. When two or more identical lowest or highest bids are received, the Governing Board may determine by lot which bid shall be accepted. (Public Contract Code 20117)
6. If the district requires that the bid include prices for items that may be added to or deducted from the scope of work in the contract, the bid solicitation shall specify which one of the following methods will be used to determine the lowest bid. In the absence of such a specification, only the method provided in item #6a below shall be used. (Public Contract Code 20103.8)
 - a. The lowest bid shall be the lowest total of the bid prices on the base contract without consideration of the prices on the additive or deductive items.
 - b. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid price.
 - c. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that, when taken in order from a specifically identified list of those items in the solicitation, and added to or subtracted from the base contract, are less than or equal to a funding amount publicly disclosed by the district before the first bid is opened.

Bids (Cont.)

The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or proposed subcontractors or suppliers from being revealed to the district before the ranking of all bidders from lowest to highest has been determined. (Public Contract Code 20103.8)

7. In determining the lowest bid, the district shall consider only responsive bids that conform to bid specifications and are submitted by responsible bidders who have demonstrated trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform the public works contract.
 - a. When a bid is determined to be nonresponsive, the Superintendent or designee shall notify the bidder and give him/her an opportunity to respond to the determination.
 - b. When the lowest bidder is determined to be non-responsible, the Superintendent or designee shall notify the bidder of his/her right to present evidence of his/her responsibility at a hearing before the Board.
8. After being opened, all submitted bids become public records pursuant to Government Code 6252 and shall be made available for public review pursuant to law, Board policy, and administrative regulation.

(cf. 1340 - Access to District Records)
(cf. 3580 - District Records)

Prequalification Procedure

When required by law or the Board, the Superintendent or designee shall establish a uniform system for rating bidders on the basis of completed questionnaires and financial statements in order to determine the size of contracts on which each bidder is qualified to bid. For this purpose, the Superintendent or designee shall furnish prospective bidders a standardized prequalification questionnaire and financial record which, when completed, shall indicate a bidder's statement of financial ability and experience in performing public works. The bidder's information shall be verified under oath in the manner in which civil law pleadings are verified. The questionnaires and financial statements shall not be public records and shall not be open to public inspection. (Code of Civil Procedure 446; Public Contract Code 20111.5, 20111.6)

When any public project involves an expenditure of \$1,000,000 or more and is funded or reimbursed wholly or partly by the School Facilities Program funds or other future state school bond, the district shall prequalify prospective bidders either quarterly or annually. The prequalification shall be valid for one year and the following requirements shall apply: (Public Contract Code 20111.6)

1. Prospective bidders, including, but not limited to, prime, general engineering, and general building contractors and electrical, mechanical, and plumbing subcontractors, as defined in Public Contract Code 4113 or Business and Professions Code 7056 or 7057, as applicable, shall submit a standardized questionnaire and financial statement 10 or more business days, as determined by the district, before the date fixed for the public opening of sealed bids.

Bids (Cont.)

2. Prospective bidders shall be prequalified by the district five or more business days, as determined by the district, before the date fixed for the public opening of sealed bids.

If the project includes electrical, mechanical, or plumbing components that will be performed by electrical, mechanical, or plumbing contractors, the Superintendent or designee shall make available to all bidders a list of prequalified general contractors and electrical, mechanical, and plumbing subcontractors five or more business days, as determined by the district, before the date fixed for the public opening of sealed bids.

For all other contracts requiring competitive bidding, the district may establish a procedure for prequalifying bidders on a quarterly basis and may authorize that prequalification be considered valid for up to one calendar year following the date of the initial prequalification. Prospective bidders for such contracts shall submit the questionnaire and financial statement at least five days before the date fixed for public opening of sealed bids and shall be prequalified by the district at least one day before the fixed bid-opening date. (Public Contract Code 20111.5)

Award of Contract

The district shall award each contract to the lowest responsible bidder, except in the following circumstances:

1. When the contract is for the procurement and/or maintenance of electronic data processing systems and supporting software, in which case the Board may contract with any one of the three lowest responsible bidders (Public Contract Code 20118.1)
2. When the contract is for any transportation service which involves an expenditure of more than \$10,000 and which will be made with any person or corporation other than a common carrier, municipally owned transit system, or a parent/guardian of a student who is to be transported, in which case the Board may contract with other than the lowest bidder (Education Code 39802)
3. When the contract is one for which the Board has established goals and requirements relating to participation of disabled veteran or small business enterprises in accordance with Public Contract Code 2000-2002, in which case the Board may contract with the lowest responsible bidder who submits a responsive bid and complies or makes a good faith effort to comply with the goals and requirements (Public Contract Code 2000-2002)
4. When procuring a lease-leaseback contract, in which case the Board shall award the contract based on objective criteria for determining the best combination of price and qualifications in accordance with Education Code 17400 and 17406

(cf. 3311.2 - Lease-Leaseback Contracts)
5. When procuring a design-build contract for a public works project in excess of \$1,000,000 in accordance with Education Code 17250.20, in which case the Board may award the contract to either the low bid or the best value to the district, taking into consideration, at a minimum, price, technical design and construction expertise, and life-cycle costs (Education Code 17250.20, 17250.25)

(cf. 3311.3 - Design-Build Contracts)

Bids (Cont.)

Protests by Bidders

A bidder may protest a bid award if he/she believes that the award is not in compliance with law, Board policy, or the bid specification. A protest must be filed in writing with the Superintendent or designee within five working days after receipt of notification of the contract award and shall include all documents supporting or justifying the protest. A bidder's failure to file the protest documents in a timely manner shall constitute a waiver of his/her right to protest the award of the contract.

The Superintendent or designee shall review the documents submitted with the bidder's claims and render a decision in writing within 30 working days. The Superintendent or designee may also convene a meeting with the bidder in order to attempt to resolve the problem.

The bidder may appeal the Superintendent or designee's decision to the Board. The Superintendent or designee shall provide notice to the bidder of the date and time for Board consideration of the protest at least three business days before the Board meeting. The Board's decision shall be final.

Limitation on Use of Sole Sourcing

In any contract for the construction, alteration, or repair of school facilities, the Superintendent or designee shall ensure that the bid specification: (Public Contract Code 3002, 3400)

1. Does not directly or indirectly limit bidding to any one specific concern
2. Does not call for a designated material, product, thing, or service by a specific brand or trade name, unless the specification is followed by the words "or equal," so that bidders may furnish any equal material, product, thing, or service

In any such case, the bid specification shall provide a time period, before and/or after the award of the contract, for the contractor to submit data substantiating the request for substituting the designated material, product, thing, or service. If no such time period is specified, the contractor may submit the data within 35 days after the award of the contract.

When the bid is for a roof project, a material, product, thing, or service is considered "equal" to that designated if it is equal in quality, durability, design, and appearance; will perform the intended function equally well; and conforms substantially to the detailed requirements in the bid specification.

However, the Superintendent or designee may designate a specific material, product, thing, or service by brand or trade name (sole sourcing) if the Board has made a finding, described in the invitation for bids or request for proposals (RFP), that a particular material, product, thing, or service is designated for any of the following purposes: (Public Contract Code 3400)

1. To conduct a field test or experiment to determine its suitability for future use
2. To match others in use on a particular public improvement that has been completed or is in the course of completion
3. To obtain a necessary item that is only available from one source

Bids (Cont.)

4. To respond to the Board's declaration of an emergency, as long as the declaration has been approved by four-fifths of the Board when issuing the invitation for bid or RFP

(cf. 9323.2 - Actions by the Board)

Bids Not Required

Without advertising for bids and upon a determination that it is in the best interest of the district, the Board may authorize another public corporation or agency, by contract, lease, requisition, or purchase order, to lease data-processing equipment or to purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner that the other public corporation or agency is authorized to make the leases or purchases from a vendor ("piggyback"). Alternatively, if the public corporation or agency has an existing contract with a vendor for the lease or purchase of personal property, the district may authorize the lease or purchase of personal property directly from the vendor and make payments under the same terms that are available to the public corporation or agency under the contract. (Public Contract Code 20118)

(cf. 3300 - Expenditures and Purchases)

(cf. 3512 - Equipment)

Without advertising for bids, the Board may enter into an energy service contract and any related facility ground lease, when it determines that the terms of the contract and lease are in the best interest of the district and meet the cost effectiveness requirements specified in Government Code 4217.12. The Board's determination shall be made at a regularly scheduled public hearing of which notice is given to the public at least two weeks in advance and shall be based on cost and savings comparison findings specified in Government Code 4217.12. (Government Code 4217.12)

(cf. 3511 - Energy and Water Management)

(cf. 9320 - Meetings and Notices)

Supplementary textbooks, library books, educational films, audiovisual materials, test materials, workbooks, instructional computer software packages, or periodicals may be purchased in any amount without taking estimates or advertising for bids. (Public Contract Code 20118.3)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

(cf. 6161.11 - Supplementary Instructional Materials)

(cf. 6163.1 - Library Media Centers)

Perishable foodstuffs and seasonal commodities needed in the operations of cafeterias may be purchased through bid or on the open market. (Education Code 38083)

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

Bids shall not be required for day labor under circumstances specified in Public Contract Code 20114. Day labor shall include the use of maintenance personnel employed on a permanent or temporary basis. (Public Contract Code 20114)

OROVILLE UNION HIGH SCHOOL DISTRICT

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Bids (Cont.)

In an emergency when any repairs, alterations, work, or improvement to any school facility is necessary to permit the continuance of existing school classes or to avoid danger to life or property, the Board may, by unanimous vote and with the approval of the County Superintendent of Schools, contract for labor and materials or supplies without advertising for or inviting bids or may authorize the use of day labor or force account for the emergency purpose. (Public Contract Code 1102, 20113)

(cf. 3517 - Facilities Inspection)

The district may purchase any surplus property from the federal government or any of its agencies in any quantity needed for the operation of its schools without taking estimates or advertising for bids. (Education Code 17602)

Adopted: 11/15/06
Amended: 11/19/08, 11/2/11, 8/15/12, 10/16/13, 4/20/16, 10/19/16, 7/19/17

Business and Non-instructional Operations

Uniform Public Construction Cost Accounting Procedures

In awarding contracts for public works projects involving district facilities, the Governing Board desires to obtain the best value to the district and ensure the qualifications of contractors to complete the project in a satisfactory manner. The Board has, by resolution, adopted the procedures set forth in the Uniform Public Construction Cost Accounting Act pursuant to Public Contract Code 22030-22045, including the informal bidding procedures when allowed by law.

(cf. 3311 - Bids)

(cf. 7110 - Facilities Master Plan)

The Board delegates to the Superintendent or designee the responsibilities to award any contract eligible for informal bidding procedures and to develop plans, specifications, and working details for all public projects requiring formal bidding procedures.

No work, project, service, or purchase shall be split or separated into smaller work orders or projects for the purpose of evading legal requirements for competitive bidding. (Public Contract Code 22033)

Projects awarded through the UPCCAA shall be subject to the cost accounting procedures established by the California Uniform Construction Cost Accounting Commission. (Public Contract Code 22030)

Emergency Actions

When formal bids are required by law but an emergency necessitates immediate repair or replacements, the Board may, upon a four-fifths vote of the Board, proceed to replace or repair a facility without adopting plans, specifications, strain sheets, or working details or giving notice for bids to let contracts. The work may be done by day labor under the direction of the Board and/or contractor. The emergency action shall subsequently be reviewed by the Board in accordance with Public Contract Code 22050 and shall be terminated at the earliest possible date that conditions warrant, so that the remainder of the emergency action may be completed by giving notice for bids to let contracts. (Public Contract Code 1102, 22035, 22050)

(cf. 9323.2 - Actions by the Board)

Legal Reference:

PUBLIC CONTRACT CODE

1102 Definition of emergency

20110-20118.4 Local Agency Public Construction Act; school districts

22000-22020 California Uniform Construction Cost Accounting Commission

22030-22045 Alternative procedures for public projects (UPCCAA), especially:

22032 Applicability of procedures based on amount of project

22034 Informal bidding procedure

22035 Emergency need for repairs or replacement

22037-22038 Formal bidding procedures for projects exceeding \$175,000

22050 Alternative emergency procedures

Uniform Public Construction Cost Accounting Procedures (Cont.)

Management Resources:

CALIFORNIA UNIFORM CONSTRUCTION COST ACCOUNTING COMMISSION
PUBLICATIONS

Cost Accounting Policies and Procedures Manual

Frequently Asked Questions

WEB SITES

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

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

California Uniform Construction Cost Accounting Commission:

http://www.sco.ca.gov/ard_cuccac.html

Adopted:

Business and Non-instructional Operations

Uniform Public Construction Cost Accounting Procedures

Procedures for awarding contracts for public works projects shall be determined on the basis of the amount of the project, as follows:

1. Public projects of \$45,000 or less may be performed by district employees by force account, negotiated contract, or purchase order. (Public Contract Code 22032)
2. Contracts for public projects of \$175,000 or less may be awarded through the following informal procedures: (Public Contract Code 22032, 22034, 22038)
 - a. The Superintendent or designee shall maintain a list of qualified contractors, identified according to categories of work.
 - b. The Superintendent or designee shall prepare a notice inviting informal bids which describes the project in general terms, explains how to obtain more information about the project, and states the time and place for submission of bids. The notice shall be disseminated by mail, fax, or email to all contractors on the district's list for the category of work being bid, unless the product or service is proprietary, at least 10 calendar days before bids are due. In addition, the Superintendent or designee may mail, fax, or email a notice inviting informal bids to all construction trade journals identified pursuant to Public Contract Code 22036.
 - c. The district shall review the informal bids and award the contract, except that:
 - (1) If all bids received through the informal process are in excess of \$175,000, the contract may be awarded to the lowest responsible bidder, provided that the Governing Board adopts a resolution with a four-fifths vote to award the contract at \$187,500 or less and the Board determines the district's cost estimate is reasonable.
 - (2) If no bids are received through the informal bid procedure, the project may be performed by district employees by force account or negotiated contract.
3. Public projects of more than \$175,000 shall, except as otherwise provided by law, be subject to formal bidding procedures, as follows: (Public Contract Code 22032, 22037, 22038)
 - a. Notice inviting formal bids shall state the time and place for receiving and opening sealed bids and distinctly describe the project. The notice shall be disseminated in both of the following ways:
 - (1) Through publication in a newspaper of general circulation in the district's jurisdiction or, if there is no such newspaper, then by posting the notice in at least three places designated by the district as places for posting its notices. Such notice shall be published at least 14 calendar days before the date that bids will be opened.
 - (2) By mail and electronically, if available, by either fax or email, to all construction trade journals identified pursuant to Public Contract Code 22036. Such notice shall be sent at least 15 calendar days before the date that bids will be opened.

Uniform Public Construction Cost Accounting Procedures (Cont.)

In addition to the notice required above, the district may give such other notice as it deems proper.

b. The district shall award the contract as follows:

- (1) The contract shall be awarded to the lowest responsible bidder. If two or more bids are the same and the lowest, the district may accept the one it chooses.
- (2) At its discretion, the district may reject all bids presented and declare that the project can be more economically performed by district employees, provided that the district notifies an apparent low bidder, in writing, of the district's intention to reject the bid. Such notice shall be mailed at least two business days prior to the hearing at which the district intends to reject the bid.
- (3) If no bids are received through the formal bid procedure, the project may be performed by district employees by force account or negotiated contract.

(cf. 3311 - Bids)

RESOLUTION NO. 4-18/19 (August 15, 2018, Regular Meeting)
A RESOLUTION OF THE GOVERNING BOARD OF THE
OROVILLE UNION HIGH SCHOOL DISTRICT
INCREASING SCHOOL FACILITIES FEES AS AUTHORIZED BY
GOVERNMENT CODE SECTION 65995 (b) 3

WHEREAS, Statute AB 2926 (Chapter 887/Statutes of 1986) authorizes the governing board of any school district to levy a fee, charge, dedication or other form of requirement against any development project for the reconstruction of school facilities; and,

WHEREAS, Government Code Section 65995 establishes a maximum amount of fee that may be charged against such development projects and authorizes the maximum amount set forth in said section to be adjusted for inflation every two years as set forth in the state-wide cost index for Class B construction as determined by the State Allocation Board at its January meeting; and,

WHEREAS, at its January 24, 2018, meeting, the State Allocation Board approved the maximum fee authorized by Education Code Section 17620 to \$3.79 per square foot of residential construction described in Government Code Section 65995(b)(1) and \$0.61 per square foot against commercial and industrial construction described in Government Code Section 65995(b)(2); and,

WHEREAS, the purpose of this Resolution is to approve and adopt fees on residential projects in the amount of up to \$2.53 per square foot as authorized by Education Code Section 17620; and,

WHEREAS, the purpose of this Resolution is to approve and adopt fees on commercial and industrial development projects in the amount of up to \$0.61 per square foot as described in Government Code Section 65995(b)(2). The mini-storage category of commercial/industrial justification has less impact than the statutory \$0.61 per square foot commercial/industrial justification and should be collected at the justified rate of \$0.04 per square foot.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of the Oroville Union High School District as follows:

1. Procedure. This Board hereby finds that prior to the adoption of this Resolution, the Board conducted a public hearing at which oral and written presentations were made, as part of the Board's regularly scheduled August 15, 2018, meeting. Notice of the time and place of the meeting, including a general explanation of the matter to be considered, has been published twice in a newspaper in accordance with Government Code Section 66016, and a notice, including a statement that the data required by Government Code Section 66016 was available, was mailed at least 14 days prior to the meeting to any interested party who had filed a written request with the District for mailed notice of the meeting on new fees or service charges within the period specified by law. Additionally, at least 10 days prior to the meeting, the District made available to the public, data indicating the amount of the cost, or estimated cost, required to provide the service for which the fee or service charge is to be adjusted pursuant to this Resolution, and the revenue sources anticipated to provide this service. By way of such public meeting, the Board received oral and written presentations by District staff which are summarized and contained in the District's Developer Fee Implementation Study dated June 26, 2018, (hereinafter referred to as the "Plan") and which formed the basis for the action taken pursuant to this Resolution.
2. Findings. The Board has reviewed the Plan as it relates to proposed and potential development, the resulting school facilities needs, the cost thereof, and the available sources of revenue including the fees provided by this Resolution, and based thereon and upon all other written and oral presentations to the Board, hereby makes the following findings:
 - A. Additional development projects within the District, whether new residential construction or residential reconstruction involving increases in assessable area greater than 500 square feet, or new commercial or industrial construction will increase the need for reconstruction of school facilities.
 - B. Without reconstruction of present school facilities, any further residential development projects or commercial or industrial development projects within the District will result in a significant decrease in the quality of education presently offered by the District;
 - C. The fees proposed in the Plan and the fees implemented pursuant to this Resolution are for the purposes of providing adequate school facilities to maintain the quality of education offered by the District;

- D. The fees proposed in the Plan and implemented pursuant to this Resolution will be used for the reconstruction of school facilities as identified in the Plan;
 - E. The uses of the fees proposed in the Plan and implemented pursuant to this Resolution are reasonably related to the types of development projects on which the fees are imposed;
 - F. The fees proposed in the Plan and implemented pursuant to this Resolution bear a reasonable relationship to the need for reconstructed school facilities created by the types of development projects on which the fees are imposed;
 - G. The fees proposed in the Plan and implemented pursuant to this Resolution do not exceed the estimated amount required to provide funding for the reconstruction of school facilities for which the fees are levied; and in making this finding, the Board declares that it has considered the availability of revenue sources anticipated to provide such facilities, including general fund revenues;
 - H. The fees imposed on commercial or industrial development bear a reasonable relationship and are limited to the needs of the community for schools and are reasonably related and limited to the need for reconstructed school facilities caused by the development;
 - I. The fees will be collected for school facilities for which an account has been established and funds appropriated and for which the district has adopted a reconstruction schedule and/or to reimburse the District for expenditures previously made.
3. Fee. Based upon the foregoing findings, the Board hereby increases the previously levied fee to the amount of up to \$2.53 per square foot for assessable space for new residential construction and for residential reconstruction to the extent of the resulting increase in assessable areas; and to the amount of up to \$0.61 per square foot for new commercial or industrial construction. The mini-storage category of commercial/industrial justification has less impact than the statutory \$0.61 per square foot commercial/industrial justification and should be collected at the justified rate of \$0.04 per square foot.
4. Fee Adjustments and Limitation. The fees adjusted herewith shall be subject to the following:
- A. The amount of the District's fees as authorized by Education Code Section 17620 shall be reviewed every two years to determine if a fee increase according to the adjustment for inflation set forth in the statewide cost index for Class B construction as determined by the State Allocation Board is justified.
 - B. Any development project for which a final map was approved and construction had commenced on or before September 1, 1986, is subject only to the fee, charge, dedication or other form of requirement in existence on that date and applicable to the project.
 - C. The term "development project" as used herein is as defined by Section 65928 of the Government Code.
5. Additional Mitigation Methods. The policies set forth in this Resolution are not exclusive and the Board reserves the authority to undertake other or additional methods to finance school facilities including but not limited to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311, et seq.) and such other funding mechanisms. This Board reserves the authority to substitute the dedication of land or other property or other form of requirement in lieu of the fees levied by way of this Resolution at its discretion, so long as the reasonable value of land to be dedicated does not exceed the maximum fee amounts contained herein or modified pursuant hereto.
6. Implementation. For residential, commercial or industrial projects within the District, the Superintendent, or the Superintendent's designee, is authorized to issue Certificates of Compliance upon the payment of any fee levied under the authority of this Resolution.
7. California Environmental Quality Act. The Board hereby finds that the implementation of Developer Fees is exempt from the California Environmental Quality Act (CEQA).
8. Commencement Date. The effective date of this Resolution shall be October 15, 2018, which is 60 days following its adoption by the Board.

9. Notification of Local Agencies. The Secretary of the Board is hereby directed to forward copies of this Resolution and a Map of the District to the Planning Commission and Board of Supervisors of Butte County and to the Planning Commission and City Council of the City of Oroville.
10. Severability. If any portion of this Resolution is found by a Court of competent jurisdiction to be invalid, such finding shall not affect the validity of the remaining portions of this Resolution. The Board hereby declares its intent to adopt this Resolution irrespective of the fact that one or more of its provisions may be declared invalid subsequent hereto.

APPROVED, PASSED and ADOPTED by the Governing Board of the Oroville Union High School District this 15th day of August, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President, Governing Board
Oroville Union High School District

ATTEST:

Secretary, Governing Board
Oroville Union High School District



Level I Developer Fee Study
for
Oroville Union High
School District

June 26, 2018

Corey Willenberg, Ed.D., Superintendent

Board of Trustees

Cameron Sweeney, President

Bonnie King, Vice President

Nannette Walker, Clerk

Scott Damon, Trustee

Ray Sehorn, Trustee

Prepared by:

Jack Schreder & Associates, Inc.

2230 K Street

Sacramento, CA 95816

916-441-0986

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EXECUTIVE SUMMARY

- Education Code Section 17620 authorizes school districts to levy a fee, charge, dedication or other form of requirement against any development project for the construction or modernization of school facilities provided the District can show justification for levying of fees.
- In January 2018, the State Allocation Board's biennial inflation adjustment changed the fee to \$3.79 per square foot for residential construction and \$0.61 per square foot for commercial/industrial construction.
- The Oroville Union High School District currently shares developer fees with its elementary feeder districts. The Oroville Union High School District is responsible for collecting and distributing fees and shall retain 3 percent of the total fees collected for administrative costs. After the 3 percent reduction of \$0.11 ($\$3.79 \times .03$) per square foot of residential construction and \$0.02 ($\$0.61 \times .03$) per square foot of commercial/industrial construction, the developer fee sharing arrangement between the District and its feeder districts is currently 60 percent to the feeder districts and 40 percent to the high school district.
- The Oroville Union High School District is justified to collect \$1.58 (3 percent of \$3.79 and 40 percent of \$3.68) per square foot for residential construction and \$0.26 (3 percent of \$0.61 and 40 percent of \$0.59) per square foot of commercial/industrial construction with the exception of mini storage. The mini storage category of construction should be collected at a rate of \$0.04 per square foot.
- In general, it is fiscally more prudent to extend the useful life of an existing facility than to construct new facilities when possible. The cost to modernize facilities is approximately 42.2 percent of the cost to construct new facilities.
- The residential justification is based on the Oroville Union High School District's projected modernization need of \$33,194,280 for students generated

from residential development over the next 20 years and the projected residential square footage of 13,129,620.

- Based on the modernization need for students generated from projected residential development and the projected residential square footage, each square foot of residential construction will create a school facilities cost of at least \$2.53 ($\$33,194,280 / 13,129,620$).
- The commercial/industrial justification is based on the Oroville Union High School District's projected modernization need of \$1,654,200 for students generated from commercial/industrial development over the next 20 years and the projected commercial/industrial square footage of 656,481.
- Based on the modernization need for students generated from projected commercial/industrial development and the projected commercial/industrial square footage, each square foot of commercial/industrial construction will create a school facilities cost of at least \$2.52 ($\$1,654,200 / 656,481$) with the exception of mini storage. The mini storage category of construction will create a school facilities cost of \$0.04 per square foot.

INTRODUCTION

In September, 1986, the Governor signed into law Assembly Bill 2926 (Chapter 887/Statutes 1986) which granted school district governing boards the authority to impose developer fees. This authority is codified in Education Code Section 17620 which states in part "...the governing board of any school district is authorized to levy a fee, charge, dedication or other form of requirement against any development project for the construction or modernization of school facilities."

The Level I fee that can be levied is adjusted every two years according to the inflation rate, as listed by the state-wide index for Class B construction set by the State Allocation Board. In January of 1992, the State Allocation Board increased the Level 1 fee to \$1.65 per square foot for residential construction and \$.27 per square foot for commercial and industrial construction.

Senate Bill 1287 (Chapter 1354/Statutes of 1992) effective January 1, 1993, affected the facility mitigation requirements a school district could impose on developers. Senate Bill 1287 allowed school districts to levy an additional \$1.00 per square foot of residential construction (Government Code Section 65995.3). The authority to levy the additional \$1.00 was rescinded by the failure of Proposition 170 on the November 1993 ballot.

In January 1994, the State Allocation Board's biennial inflation adjustment changed the fee to \$1.72 per square foot for residential construction and \$0.28 per square foot for commercial/industrial construction.

In January 1996, the State Allocation Board's biennial inflation adjustment changed the fee to \$1.84 per square foot for residential construction and \$0.30 per square foot for commercial/industrial construction.

In January 1998, the State Allocation Board's biennial inflation adjustment changed the fee to \$1.93 per square foot for residential construction and \$0.31 per square foot for commercial/industrial construction.

In January 2000, the State Allocation Board's biennial inflation adjustment changed the fee to \$2.05 per square foot for residential construction and \$0.33 per square foot for commercial/industrial construction.

In January 2002, the State Allocation Board's biennial inflation adjustment changed the fee to \$2.14 per square foot for residential construction and \$0.34 per square foot for commercial/industrial construction.

In January 2004, the State Allocation Board's biennial inflation adjustment changed the fee to \$2.53 per square foot for residential construction and \$0.36 per square foot for commercial/industrial construction.

In January 2006, the State Allocation Board's biennial inflation adjustment changed the fee to \$2.63 per square foot for residential construction and \$0.42 per square foot for commercial/industrial construction.

In January 2008, the State Allocation Board's biennial inflation adjustment changed the fee to \$2.97 per square foot for residential construction and \$0.47 per square foot for commercial/industrial construction.

In January 2010, the State Allocation Board's biennial inflation adjustment maintained the fee at \$2.97 per square foot for residential construction and \$0.47 per square foot for commercial/industrial construction.

In January 2012, the State Allocation Board's biennial inflation adjustment changed the fee to \$3.20 per square foot for residential construction and \$0.51 per square foot for commercial/industrial construction.

In January 2014, the State Allocation Board's biennial inflation adjustment changed the fee to \$3.36 per square foot for residential construction and \$0.54 per square foot for commercial/industrial construction.

In February 2016, the State Allocation Board's biennial inflation adjustment changed the fee to \$3.48 per square foot for residential construction and \$0.56 per square foot for commercial/industrial construction.

In January 2018, the State Allocation Board's biennial inflation adjustment changed the fee to \$3.79 per square foot for residential construction and \$0.61 per square foot for commercial/industrial construction.

The next adjustment to the fee will occur at the January 2020 State Allocation Board meeting.

In order to levy a fee, a district must make a finding that the fee to be paid bears a reasonable relationship and be limited to the needs of the community for elementary or high school facilities and be reasonably related to the need for schools caused by the development. Fees are different from taxes and do not require a vote of the electorate. Fees may be used only for specific purposes and there must be a reasonable relationship between the levying of fees and the impact created by development.

In accordance with the recent decision in the *Cresta Bella LP v. Poway Unified School District* (2013 WL 3942961) court Case, school districts are now required to demonstrate that reconstruction projects will generate an increase in the student population thereby creating an impact on the school district's facilities. School districts must establish a reasonable relationship between an increase in student facilities needs and the reconstruction project in order to levy developer fees.

Purpose of Study

This study will demonstrate the relationship between residential, commercial and industrial growth and the need for the modernization of school facilities in the Oroville Union High School District.

SECTION I: DEVELOPER FEE JUSTIFICATION

Developer fee law requires that before fees can be levied a district must find that justification exists for the fee. Government Code Section 66001 (g) states that a fee shall not include the costs attributable to existing deficiencies in public facilities, but may include the costs attributable to the increased demand for public facilities reasonably related to the development project in order to refurbish existing facilities to maintain the existing level of service or achieve an adopted level of service that is consistent with a general plan. This section of the study will show that justification does exist for levying developer fees in the Oroville Union High School District.

Modernization and Reconstruction

Extending the useful life of a school is a cost effective and prudent way to house students generated from future development. The state of California recognizes the need to extend the life of existing schools and provides modernization funding through the State School Facility Program. For the purpose of this report, modernization and reconstruction are used interchangeably since many of the improvements are common to both programs, i.e. roofing, plumbing, heating, cooling, dry rot repair, infrastructure improvement, etc. Developer fees may not be used for regular maintenance, routine repair of school buildings and facilities or deferred maintenance. The authorization to justify modernization and modernization of school facilities and extend the useful life of existing schools is contained in Education Code Section 17620 and Government Code Section 66001 (g).

Modernization Need

As new students are generated by new development, the need to increase the useful life of school facilities will be necessary. In order to calculate the District's estimated modernization need generated by students from new development, it is necessary to determine the following factors: the number of units included in proposed developments, the District student yield factor, and the per pupil cost to modernize facilities.

Proposed Development

The Butte County and City of Oroville Planning Departments were contacted regarding future development. According to the Butte County Planning Department, there is currently minimal development planned within the District's boundaries. According to the City of Oroville Planning Department, there is the potential for 37,623 units to be constructed within District boundaries in the next 20 years. Development information provided by the City of Oroville Planning Department is included in Appendix C. Based on the projected increase in home construction, a total of 9,030 (24% of 37,623) housing units were included as a 20 year development projection. The School Facility Program allows districts to apply for modernization funding for classrooms over 20 years old, meaning that school facilities are presumed to be eligible for, and therefore need, modernization after that time period. It is therefore generally presumed that school facilities have a useful life span of 20 years before modernization is needed in order to maintain the same level of service as previously existed. The same would be true for modernization of buildings 20 years after their initial modernization. Therefore, the District's modernization needs are considered over a 20 year period, and a 20 year projection has been included in the Study when considering the homes that will generate students for the facilities in question.

Student Yield

To identify the number of students anticipated to be generated by new residential development, a student yield factor of .2 has been utilized for the Oroville Union High School District. The yield factor is based on State wide student yield averages calculated by the Office of Public School Construction.

Construction Cost

The construction cost per K-12 pupil is \$43,554 (Appendix A). Table 1 shows the cost to construct facilities per K-12 pupil.

Table 1:
Construction Costs

Grade Level	Construction Costs
9-12	\$43,554

Source: California Department of Education, Jack Schreder & Associates.

Modernization Cost

The cost to modernize facilities is 42.2 percent of new construction costs. The percentage is based on the comparison of the State per pupil modernization grant (including 3% for Americans with Disabilities and Fire, Life Safety improvements) and the State per pupil new construction grant. For example, the State provides \$15,567 per K-6 pupil to construct new facilities and \$6,099 to modernize facilities, which is 39.2 percent ($\$6,099 / \$15,567$) of the new construction grant amount. In addition, the State provides a minimum of three percent for ADA/FLS improvements which are required by the Department of State Architect's (DSA) office. Based on the per pupil grant amounts and the ADA/FLS costs, the estimated cost to modernize facilities is 42.2 percent of the cost to construct facilities. The School Facility Program per pupil grant amounts are included in Appendix B.

The construction cost per 9-12 pupil is \$43,554 and is outlined in Table 1 and included in Appendix A. Therefore, the per pupil cost to modernize facilities per K-8 pupil is \$18,380 ($\$43,554 \times .422$).

20 Year Modernization Need

The District's estimated modernization need generated by students generated from new residential development is \$33,194,280. The calculation is included in Table 2.

Table 2:
20 Year Modernization Need

Proposed Development	9,030
Student Yield	<u>x .2</u>
Students Generated	1,806
Per Pupil Modernization Cost	\$18,380
Students Generated	<u>x 1,806</u>
Modernization Need	\$33,194,280

Source: City of Oroville, Oroville Union High School District, Office of Public School Construction, and Jack Schreder & Associates.

Residential Development and Fee Projections

To show a reasonable relationship exists between the construction of new housing units and the need for modernized school facilities, it will be shown that residential construction will create a school facility cost impact on the Oroville Union High School District by students generated from new development.

According the City of Oroville Planning Department, there is the potential for 37,623 units to be constructed within District boundaries in the next 20 years. Development information provided by the City of Oroville Planning Department is included in Appendix C. Based on the projected increase in home construction, a total of 9,030 (24% of 37,623) housing units were included as a 20 year development projection. Based on developer fee records, the average square footage of residential units is estimated at 1,454 square feet. Based on the projected number of units and the average square footage, 9,030 housing units, totaling 13,129,620 square feet (9,030 x 1,454) may be constructed in the District over the next 20 years. The amount of residential fees to be collected can be estimated based on the housing unit projections.

Based on the District's modernization need of \$33,194,280 generated by students from residential construction and the total projected residential square

footage of 13,129,620, residential construction will create a facilities cost of \$2.53 per square foot. The calculation is included in Table 3. However, the statutory Level I fee for residential construction is \$3.79 per square foot and the District has fee sharing agreements with its feeder districts. The Oroville Union High School District is responsible for collecting and distributing fees and shall retain 3 percent of the total fees collected for administrative costs. After the 3 percent reduction of \$0.11 ($\$3.79 \times .03$) per square foot of residential construction, the Oroville Union High School District collects 40 percent of the fee and its feeder districts collect 60 percent of the fee. Therefore, the District is justified to collect \$1.58 (3 percent of \$3.79 and 40 percent of \$3.68) per square foot for residential construction.

Table 3:
Facilities Cost per SF from Proposed Residential Construction

Modernization Need	Total Square Footage	Facilities Cost
\$33,194,280	/13,129,620	\$2.53

Source: Oroville Union High School District, Jack Schreder & Associates, Office of Public School Construction.

Commercial/Industrial Development and Fee Projections

In order to levy developer fees on commercial and industrial development, Assembly Bill 181 provides that a district "... must determine the impact of the increased number of employees anticipated to result from commercial and industrial development upon the cost of providing school facilities within the district. For the purposes of making this determination, the [developer fee justification] study shall utilize employee generation estimates that are based on commercial and industrial factors within the district, as calculated on either an individual project or categorical basis". The passage of Assembly Bill AB 530 (Chapter 633/Statutes 1990) modified the requirements of AB 181 by allowing the use of a set of state-wide employee generation factors. Assembly Bill 530 allows the use of the employee generation factors identified in the San Diego Association of Governments report entitled, San Diego Traffic Generators. This study, which was completed in January of 1990, identifies the number

of employees generated for every 1,000 square feet of floor area for several development categories. These generation factors are shown in Table 4.

Table 4 indicates the number of employees generated for every 1,000 square feet of development and the number of district households generated for every employee in 11 categories of commercial and industrial development. The number of district households is calculated by adjusting the number of employees for the percentage of employees that live in the district and are heads of households.

Table 4:
Commercial and Industrial Generation Factors

Type of Development	Employees Per 1,000 Sq. Ft.*	District Households Per Employee**
Medical Offices	4.27	.2
Corporate Offices	2.68	.2
Commercial Offices	4.78	.2
Lodging	1.55	.3
Scientific R&D	3.04	.2
Industrial Parks	1.68	.2
Industrial/Business Parks	2.21	.2
Neighborhood Shopping Centers	3.62	.3
Community Shopping Centers	1.09	.3
Banks	2.82	.3
Agriculture	.31	.51
Average	2.55	.27

* Source: San Diego Association of Governments.

** Source: Jack Schreder and Associates.

Based on data available for the purpose of determining the impact of mini-storage construction on the Oroville Union High School District, it has been determined that mini storage construction has significantly less impact than other commercial/industrial construction. Mini storage construction generates .06 employees per 1,000 square feet of school construction. This information was provided by the San

Diego Association of Governments, Traffic Generators, January 1990, and is cited for use in Education Code Section 17621(e)(1)(B).

The generation of .06 employees per 1,000 square feet and the utilization of the student generation rate per household, yields an impact of \$0.04 per square foot of mini-storage construction. It is recommended that the Oroville Union High School District levy a fee for mini-storage not to exceed \$0.04 per square foot.

Historical data shows that commercial/industrial square footage represents approximately five percent of residential square footage. District residential projections indicate that 13,129,620 (Table 3) square feet of residential space will be constructed in the next 20 years. The five percent ratio represents 656,481 square feet of commercial and industrial development. Table 5 illustrates this calculation.

Table 5: <u>Projected Commercial/Industrial Fee Square Footage</u>				
<u>Ratio</u>		<u>Residential SF</u>		<u>Commercial SF</u>
.05	x	13,129,620 sf	=	656,481 sf

Source: Oroville Union High School District, Jack Schreder & Associates, original research.

According to the average employee generation factors in Table 4, commercial and industrial development will yield 1,674 new employees and 452 new district households over the next 20 years. Table 6 illustrates this calculation.

Table 6:
Projected Employees/District Households
from
Commercial/Industrial Development

<u>Commercial/ Industrial SF</u>		<u>Average Employees Per 1,000 SF</u>		<u>New Employees</u>		<u>New Households</u>	
656,481/1,000	x	2.55	=	1,674	x	.27	=
Number of Households = 452							

Source : San Diego Association of Governments, Oroville Union High School District, Jack Schreder & Associates

The addition of 452 new households created by commercial and industrial development will impact Oroville Union High School District with an estimated 90 (452 x .2) additional students. Based on the per pupil K-12 modernization cost of \$18,380, the estimated cost to house 90 students generated from commercial/industrial construction is \$1,654,200 (\$18,380 x 90).

Based on the District's modernization need of \$1,654,200, generated by students from commercial/industrial construction and the total projected square footage of 656,481 square feet, commercial/industrial construction will create a facilities cost of \$2.52 per square foot with the exception of mini storage. However, the statutory Level I fee for commercial/industrial construction is \$0.61 per square foot and the District has fee sharing agreements with its feeder districts. The Oroville Union High School District is responsible for collecting and distributing fees and shall retain 3 percent of the total fees collected for administrative costs. After the 3 percent reduction of \$0.02 (\$0.61 x .03) per square foot of commercial/industrial construction, the Oroville Union High School District collects 40 percent of the fee and its feeder districts collect 60 percent of the fee. Therefore, the Oroville Union High School District is justified to collect \$0.26 (3 percent of \$0.61 and 40 percent of \$0.59) per square foot of commercial/industrial construction with the exception of mini storage. The mini storage category should be collected at a rate of \$0.04 per square foot. The commercial/industrial calculation is included in Table 7.

Table 7:
Facilities Cost per SF from Proposed Commercial/Industrial Construction

Modernization Need	Total Square Footage	Level I Fee
\$1,654,200 /	656,481 =	\$2.52

Source: Oroville Union High School District, Jack Schreder & Associates, Office of Public School Construction.

Summary

Based on the District's modernization need of \$33,194,280 generated by students from residential construction and the total projected residential square footage of 13,129,620, residential construction will create a facilities cost of \$2.53 per square foot. However, the statutory Level I fee for residential construction is \$3.79 per square foot and the District has fee sharing agreements with its feeder districts. The Oroville Union High School District is responsible for collecting and distributing fees and shall retain 3 percent of the total fees collected for administrative costs. After the 3 percent reduction of \$0.11 ($\$3.79 \times .03$) per square foot of residential construction, the Oroville Union High School District collects 40 percent of the fee and its feeder districts collect 60 percent of the fee. Therefore, the District is justified to collect \$1.58 (3 percent of \$3.79 and 40 percent of \$3.68) per square foot for residential construction.

Based on the District's modernization need of \$1,654,200 generated by students from commercial/industrial construction and the total projected square footage of 656,481, commercial/industrial construction will create a facilities cost of \$2.52 per square foot with the exception of mini storage. However, the statutory Level I fee for commercial/industrial construction is \$0.61 per square foot and the District has fee sharing agreements with its feeder districts. The Oroville Union High School District is responsible for collecting and distributing fees and shall retain 3 percent of the total fees collected for administrative costs. After the 3 percent reduction of \$0.02 ($\$0.61 \times .03$) per square foot of commercial/industrial construction, the Oroville Union High School District collects 40 percent of the fee and its feeder districts collect 60 percent of the fee. Therefore, the Oroville Union High School District is justified to collect \$0.26 (3 percent of \$0.61 and 40 percent of \$0.59) per square foot of commercial/industrial construction.

with the exception of mini storage. The mini storage category should be collected at a rate of \$0.04 per square foot.

SECTION II: BACKGROUND OF DEVELOPER FEE LEGISLATION

Initially, the allowable developer fee was limited by Government Code Section 65995 to \$1.50 per square foot of covered or enclosed space for residential development and \$.25 per square foot of covered or enclosed space of commercial or industrial development. The Level 1 fee that can be levied is adjusted every two years, according to the inflation rate as listed by the state-wide index for Class B construction set by the State Allocation Board. In January of 2018, the State Allocation Board changed the Level I fee to \$3.79 per square foot of residential construction and \$0.61 per square foot of commercial and industrial construction.

The fees collected are to be used by the school district for the construction or modernization of school facilities and may be used by the district to pay bonds, notes, loans, leases or other installment agreements for temporary as well as permanent facilities.

Assembly Bill 3228 (Chapter 1602/Statutes of 1990) added Government Code Section 66016 requiring districts adopting or increasing any fee to first hold a public hearing as part of a regularly scheduled meeting and publish notice of this meeting twice, with the first notice published at least ten days prior to the meeting.

Assembly Bill 3980 (Chapter 418/Statutes of 1988) added Government Code Section 66006 to require segregation of school facilities fees into a separate capital facilities account or fund and specifies that those fees and the interest earned on those fees can only be expended for the purposes for which they were collected.

Senate Bill 519 (Chapter 1346/Statutes of 1987) added Section 17625 to the Education Code. It provides that a school district can charge a fee on manufactured or mobile homes only in compliance with all of the following:

1. The fee, charge, dedication, or other form of requirement is applied to the initial location, installation, or occupancy of the manufactured home or mobile home within the school district.

2. The manufactured home or mobile home is to be located, installed, or occupied on a space or site on which no other manufactured home or mobile home was previously located, installed, or occupied.
3. The manufactured home or mobile home is to be located, installed, or occupied on a space in a mobile home park, on which the construction of the pad or foundation system commenced after September 1, 1986.

Senate Bill 1151 (Chapter 1037/Statutes of 1987) concerns agricultural buildings and adds Section 17622 to the Education Code. It provides that no school fee may be imposed and collected on a greenhouse or other space covered or enclosed for agricultural purposes unless the school district has made findings supported by substantial evidence as follows:

1. The amount of the fees bears a reasonable relationship and is limited to the needs for school facilities created by the greenhouse or other space covered or enclosed for agricultural purposes.
2. The amount of the fee does not exceed the estimated reasonable costs of the school facilities necessitated by the structures as to which the fees are to be collected.
3. In determining the amount of the fees, the school district shall consider the relationship between the proposed increase in the number of employees, if any, the size and specific use of the structure, as well as the cost of construction.

In order to levy developer fees, a study is required to assess the impact of new growth and the ability of the local school district to accommodate that growth. The need for new school construction and modernization must be determined along with the costs involved. The sources of revenue need to be evaluated to determine if the district can fund the new construction and modernization. Finally, a relationship between needs and funding raised by the fee must be quantified.

Assembly Bill 181 (Chapter 1109/Statutes of 1989) which became effective October 2, 1989, was enacted to clarify several areas of developer fee law. Assembly Bill 181 provisions include the following:

1. Exempts residential remodels of less than 500 square feet from fees.
2. Prohibits the use of developer fee revenue for routine maintenance and repair, most asbestos work, and deferred maintenance.
3. Allows the fees to be used to pay for the cost of performing developer fee justification studies.
4. States that fees are to be collected at the time of occupancy, unless the district can justify earlier collection. The fees can be collected at the time the building permit is issued if the district has established a developer fee account and funds have been appropriated for which the district has adopted a proposed construction schedule or plan prior to the issuance of the certificate of occupancy.
5. Clarifies that the establishment or increase of fees is not subject to the California Environmental Quality Act.
6. Clarifies that the impact of commercial and industrial development may be analyzed by categories of development as well as an individual project-by-project basis. An appeal process for individual projects would be required if analysis was done by categories.
7. Changes the frequency of the annual inflation adjustment on the Level I fee to every two years.
8. Exempts from fees - development used exclusively for religious purposes, private schools, and government-owned development.

9. Expands the definition of senior housing, which is limited to the commercial/industrial fee and requires the conversion from senior housing to be approved by the city/county after notification of the school district.
10. Extends the commercial/industrial fee to mobile home parks limited to older persons.

SECTION III: REQUIREMENTS OF AB 1600

Assembly Bill 1600 (Chapter 927/Statutes of 1987) adds Section 66000 through 66003 to the Government Code:

Section 66000 defines various terms used in AB 1600:

"Fee" is defined as monetary exaction (except a tax or a special assessment) which is charged by a local agency to the applicant in connection with the approval of a development project for the purpose of defraying all or a portion of the costs of public facilities related to the development project.

"Development project" is defined broadly to mean any project undertaken for purposes of development. This would include residential, commercial, or industrial projects.

"Public facilities" is defined to include public improvements, public services, and community amenities.

Section 66001 (a) sets forth the requirements for establishing, increasing or imposing fees. Local agencies are required to do the following:

1. Identify the purpose of the fee.
2. Identify the use to which the fee is to be put.
3. Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed.
4. Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed.

Section 66001 (c) requires that any fee subject to AB 1600 be deposited in an account established pursuant to Government Code Section 66006. Section 66006 requires that development fees be deposited in a capital facilities account or fund. To avoid any commingling of the fees with other revenues and funds of the local agency, the fees can only be expended for the purpose for which they were collected. Any income earned on the fees should be deposited in the account and expended only for the purposes for which the fee was collected.

Section 66001 (d) as amended by Senate Bill 1693 (Monteith/Statutes of 1996, Chapter 569), requires that for the fifth year following the first deposit into a developer fee fund, and for every five years thereafter, a school district must make certain findings as to such funds. These findings are required regardless of whether the funds are committed or uncommitted. Formerly only remaining unexpended or uncommitted fees were subject to the mandatory findings and potential refund process. Under this section as amended, relating to unexpended fee revenue, two specific findings must be made as a part of the public information required to be formulated and made available to the public. These findings are:

1. Identification of all sources and amounts of funding anticipated to provide adequate revenue to complete any incomplete improvements identified pursuant to the requirements of Section 66001 (a)(2).
2. A designation of the approximate date upon which the anticipated funding will be received by the school district to complete the identified but as yet, incomplete improvements.

If the two findings are not made, a school district must refund the developer fee revenue on account in the manner provided in Section 66001 (e).

Section 66001 (e) provides that the local agency shall refund to the current record owners of the development project or projects on a prorated basis the unexpended or uncommitted portion of the fees and any accrued interest for which the local agency is unable to make the findings required by Section 66001 (d) that it still needs the fees.

Section 66002 provides that any local agency which levies a development fee subject to Section 66001 may adopt a capital improvement plan which shall be updated annually and which shall indicate the approximate location, size, time of availability and estimates of cost for all facilities or improvements to be financed by the fees.

Assembly Bill 1600 and the Justification for Levying Developer Fees

Effective January 1, 1989, Assembly Bill 1600 requires that any school district which establishes, increases or imposes a fee as a condition of approval of development shall make specific findings as follows:

1. A cost nexus must be established. A cost nexus means that the amount of the fee cannot exceed the cost of providing adequate school facilities for students generated by development. Essentially, it prohibits a school district from charging a fee greater than their cost to construct or modernize facilities for use by students generated by development.
2. A benefit nexus must be established. A benefit nexus is established if the fee is used to construct or modernize school facilities benefiting students to be generated from development projects.
3. A burden nexus must be established. A burden nexus is established if a project, by the generation of students, creates a need for additional facilities or a need to modernize existing facilities.

SECTION IV: REVENUE SOURCES FOR FUNDING FACILITIES

Two general sources exist for funding facility construction and modernization - state sources and local sources. The District has considered the following available sources:

State Sources

State School Facility Program

Senate Bill 50 reformed the State School Building Lease-Purchase Program in August of 1998. The new program, entitled the School Facility Program, provides funding under a "grant" program once a school district establishes eligibility. Funding required from districts will be a 50/50 match for construction projects and 60/40 (State/District) match for modernization projects. Districts may levy the current statutory developer fee as long as a district can justify collecting that fee. If a district desires to collect more than the statutory fee (Level 2 or Level 3), that district must meet certain requirements outlined in the law, as well as conduct a needs assessment to enable a higher fee to be calculated.

Local Sources

Mello-Roos Community Facilities Act

The Mello-Roos Community Facilities Act of 1982 allows school districts to establish a community facilities district in order to impose a special tax to raise funds to finance the construction of school facilities.

1. The voter approved tax levy requires a two-thirds vote by the voters of the proposed Mello-Roos district.
2. If a Mello-Roos district is established in an area in which fewer than twelve registered voters reside, the property owners may elect to establish a Mello-Roos district.

General Obligation Bonds

General Obligation (GO) bonds may be issued by any school district for the purposes of purchasing real property or constructing or purchasing buildings or equipment "of a permanent nature." Because GO bonds are secured by an ad valorem tax levied on all taxable property in the district, their issuance is subject to two-thirds voter approval or 55% majority vote under Proposition 39 in an election. School districts are obligated, in the event of delinquent payments on the part of the property owners, to raise the amount of tax levied against the non-delinquent properties to a level sufficient to pay the principal and interest coming due on the bonds.

School District General Funds

The district's general funds are needed by the district to provide for the operation of its instructional program.

Expenditure of Lottery Funds

Government Code Section 8880.5 states: "It is the intent of this chapter that all funds allocated from the California State Lottery Education Fund shall be used exclusively for the education of pupils and students and no funds shall be spent for acquisition of real property, construction of facilities, financing research, or any other non-instructional purpose."

SECTION V: ESTABLISHING THE COST, BENEFIT AND BURDEN NEXUS

In accordance with Government Code Section 66001, the District has established a cost nexus and identified the purpose of the fee, established a benefit nexus, and a burden nexus:

Establishment of a Cost Nexus & Identify Purpose of the Fee

The Oroville Union High School District chooses to construct and/or modernize facilities for the additional students created by development in the district and the cost for providing new and/or modernized facilities exceeds the amount of developer fees to be collected. It is clear that when educational facilities are provided for students generated by new residential, commercial and industrial development that the cost of new facilities exceeds developer fee generation, thereby establishing a cost nexus.

Establishment of a Benefit Nexus

Students generated by new residential, commercial and industrial development will be attending district schools. Housing District students in new and/or modernized facilities will directly benefit those students from the new development projects upon which the fee is imposed, therefore, a benefit nexus is established.

Establishment of a Burden Nexus

The generation of new students by development will create a need for additional and/or modernized school facilities. The District must carry the burden of constructing new facilities required by the students generated by future developments and the need for facilities will be, in part, satisfied by the levying of developer fees, therefore, a burden nexus is established.

SECTION VI: FACILITY FUNDING ALTERNATIVES

The District does not currently have funds to provide for the shortfall in modernization costs. We suggest the District continue to participate in the State School Facility Program.

STATEMENT TO IDENTIFY PURPOSE OF FEE

It is a requirement of AB 1600 that the District identify the purpose of the fee. The purpose of fees being levied shall be used for the construction and/or modernization of school facilities. The District will provide for the construction and/or modernization of school facilities, in part, with developer fees.

ESTABLISHMENT OF A SPECIAL ACCOUNT

Pursuant to Government Code section 66006, the District has established a special account in which fees for capital facilities are deposited. The fees collected in this account will be expended only for the purpose for which they were collected. Any interest income earned on the fees that are deposited in such an account must remain with the principal. The school district must make specific information available to the public within 180 days of the end of each fiscal year pertaining to each developer fee fund. The information required to be made available to the public by Section 66006 (b) (1) was amended by SB 1693 and includes specific information on fees expended and refunds made during the year.

RECOMMENDATION

Based on the fee justification provided in this report, it is recommended that the Oroville Union High School District levy residential development fees and commercial/industrial fees up to the statutory fee for which justification has been determined.

SOURCES

California Basic Educational Data System. California State Department of Education. October Enrollments, 2014-2016.

Carmona, Cecilia. City of Oroville.

Collard, Gary. Lead Housing Analyst for Southern California. California State Department of Housing and Community Development.

Office of Public School Construction. Leroy F. Greene School Facilities Act, 1998.

San Diego Association of Governments. Traffic Generators, January 1990.

Schreder, Jack and Associates. Original research.

Watts, Susan. Assistant Superintendent of Business Services, Oroville Union High School District.

Weems, Tristan. Planner, Butte County.

Willenberg, Corey, Ed.D. Superintendent, Oroville Union High School District.

APPENDIX A
CONSTRUCTION COSTS

High School Facility Construction Costs		
I. Allowable Building Area		
	A. Total Student Capacity	
	B. Building Area	
	1500 students @ 92sf/student	138,000
	Speech/Resource Specialist	4,500
	Total	142,500
II. Site Requirements		
	A. Purchase Price of Property (40 Acres)	
	Cost per Acre	\$0
	B. Appraisals	\$0
	C. Costs Incurred in Escrow	\$0
	D. Surveys	\$0
	E. Other Costs, Geo. and Soils Reports	\$0
	Total-Acquisition of Site	\$0
III. Plans		
	A. Architect's Fee for Plans	\$2,687,113
	B. OSA Plans Check Fee	\$252,820
	C. School Planning, Plans Check Fee	\$9,618
	D. Preliminary Tests	\$15,573
	E. Other Costs, Energy Cons. & Advertising	\$142,211
		\$3,107,335
IV. Construction Requirements		
	A. Utility Services	\$1,297,805
	B. Off-site Development	\$1,327,303
	C. Site Development, Service	\$4,276,861
	D. Site Development, General	\$3,215,021
	E. New Construction	\$43,179,496
	F. Unconventional Energy Source	\$2,324,325
	Total Construction	\$55,620,811
	Total Items II, III and IV	\$58,728,146
	Contingency 10%	\$5,872,815
	Construction Tests	\$473,350
	Inspection	\$256,483
	TOTAL ESTIMATED PROJECT COSTS	\$65,330,794
	ESTIMATED COST PER STUDENT	\$43,554

*Source: California Department of Education, Jack Schreder & Associates.

APPENDIX B
PER PUPIL GRANT AMOUNTS

ATTACHMENT B

ANNUAL ADJUSTMENT TO SCHOOL FACILITY PROGRAM GRANTS
State Allocation Board Meeting, January 24, 2018

Grant Amount Adjustments

		Regulation Section	Current Adjusted Grant Per Pupil Effective 1-1-17	Current Adjusted Grant Per Pupil Effective 1-1-18
New Construction	Elementary	1859.71	\$11,104	\$11,567
	Middle	1859.71	\$11,744	\$12,234
	High	1859.71	\$14,944	\$15,567
	Special Day Class – Severe	1859.71.1	\$31,202	\$32,503
	Special Day Class – Non-Severe	1859.71.1	\$20,867	\$21,737
	Automatic Fire Detection/Alarm System – Elementary	1859.71.2	\$13	\$14
	Automatic Fire Detection/Alarm System – Middle	1859.71.2	\$18	\$19
	Automatic Fire Detection/Alarm System – High	1859.71.2	\$30	\$31
	Automatic Fire Detection/Alarm System – Special Day Class – Severe	1859.71.2	\$56	\$58
	Automatic Fire Detection/Alarm System – Special Day Class – Non-Severe	1859.71.2	\$39	\$41
	Automatic Sprinkler System – Elementary	1859.71.2	\$186	\$194
	Automatic Sprinkler System – Middle	1859.71.2	\$221	\$230
	Automatic Sprinkler System – High	1859.71.2	\$230	\$240
	Automatic Sprinkler System – Special Day Class – Severe	1859.71.2	\$588	\$613
	Automatic Sprinkler System – Special Day Class – Non-Severe	1859.71.2	\$395	\$411
Modernization	Elementary	1859.78	\$4,228	\$4,404
	Middle	1859.78	\$4,472	\$4,658
	High	1859.78	\$5,855	\$6,099
	Special Day Class - Severe	1859.78.3	\$13,475	\$14,037
	Special Day Class – Non-Severe	1859.78.3	\$9,015	\$9,391
	State Special School – Severe	1859.78	\$22,460	\$23,397
	Automatic Fire Detection/Alarm System – Elementary	1859.78.4	\$137	\$143
	Automatic Fire Detection/Alarm System – Middle	1859.78.4	\$137	\$143
	Automatic Fire Detection/Alarm System – High	1859.78.4	\$137	\$143
	Automatic Fire Detection/Alarm System – Special Day Class – Severe	1859.78.4	\$378	\$394
	Automatic Fire Detection/Alarm System – Special Day Class – Non-Severe	1859.78.4	\$253	\$264
	Over 50 Years Old – Elementary	1859.78.6	\$5,874	\$6,119
	Over 50 Years Old – Middle	1859.78.6	\$6,212	\$6,471
	Over 50 Years Old – High	1859.78.6	\$8,132	\$8,471
	Over 50 Years Old – Special Day Class – Severe	1859.78.6	\$18,721	\$19,502
	Over 50 Years Old – Special Day Class – Non-Severe	1859.78.6	\$12,519	\$13,041
	Over 50 Years Old – State Special School – Severe	1859.78.6	\$31,201	\$32,502

APPENDIX C

DEVELOPMENT SUMMARY



City of Oroville

COMMUNITY DEVELOPMENT DEPARTMENT

1735 Montgomery Street
Oroville, CA 95965-4897
(530) 538-2402 FAX (530) 538-2426
www.cityoforoville.org

Donald Rust
DIRECTOR

January 27, 2016

Elona Cunningham
Associate with Jack Schreder & Associates, Inc.
2230 K Street
Sacramento, CA 95816

RE: RESIDENTIAL UNIT COUNT FOR THE OROVILLE CITY ELEMENTARY AND THERMALITO SCHOOL DISTRICTS

Ms. Cunningham,

Per the City of Oroville 2014-2022 Housing Element adopted in June 3, 2014, the City of Oroville had 6,405 total housing units as of 2013:

Structure Type	Units	%
Single-family detached	3,786	59.1%
Single-family attached	221	3.5%
Multi-family 2-4 units	790	12.3%
Multi-family 5+ units	1,227	19.2%
Mobile Homes	381	5.9%
Total units	6,405	100%

Source: Department of Finance, 2013

Per the City's Housing Element, the total housing growth need for the City of Oroville during the 2014-2022 projection period is 1,793 units. However, per the current zoning regulations adopted by the City Council on March 31, 2015, the potential number of units which may be constructed by school district, is as seen below based on the following assumptions:

- Details that could affect the development potential of properties, such as topography, site access, existing structures, protected biological species, protected ecological systems and other environmental constraints, soil characteristics, number of stories, airport influence overlay restrictions, or other project specific information and site constraints are not considered;
- Full build out of the maximum residential density permitted is assumed;

- The provision allowing owners of properties zoned only for single family residential units to apply for the construction of a second dwelling, unit if applicable requirements are met, was not taken into account;
- Mixed Use Zoning designations permit and encourage, but do not require, that residential units be constructed;
- Any fraction for the maximum potential number of units was rounded up to the next whole number;
- Tentative parcel/subdivision maps are not accounted for;
- The potential for a developer to apply for residential density bonuses was not accounted for.

Oroville City Elementary School District

Zones	# of Parcels	Acres	Multi-Family Allowed	Max Density	Max Potential Units
MXC	568	594.33	Yes	30 du/acre	17,830
MXD	282	65.38	Yes	70 du/acre	4,577
MXN	64	57.24	Yes	30 du/acre	1,718
R-1	2,251	332.72	No	1 unit/parcel	2,251
R-2	11	3.37	Yes	14 du/acre	48
R-3	130	53.61	Yes	20 du/acre	1,073
R-4	5	34.29	Yes	30 du/acre	1,029
RL	1,557	1,235.81	No	1 unit/parcel	1,557
RP	3	0.37	Yes	20 du/acre	8
RR-10	1	0.3	No	1 unit/parcel	1
RR-20	49	222.43	No	1 unit/parcel	49
Total					30,141

Thermalito Union School District

Zones	# of Parcels	Acres	Multi-Family Allowed	Max Density	Max Potential Units
MXN	54	96.67	Yes	30 du/acre	2,901
R-1	353	147.73	No	1 unit/parcel	353
R-2	266	99.78	Yes	14 du/acre	1,397
R-3	172	91.99	Yes	20 du/acre	1,840
R-4	15	18.44	Yes	30 du/acre	554
RA	4	15.27	No	1 unit/parcel	4
RL	421	360.87	No	1 unit/parcel	421
RR-1	5	9.94	No	1 unit/parcel	5
RR-20	7	46.98	No	1 unit/parcel	7
Total					7,482

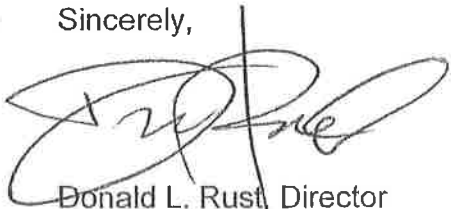
The applicable land use zoning designations identified above are abbreviated as follows:

- Corridor Mixed-Use (MXC)
- Downtown Mixed-Use (MXD)
- Neighborhood Mixed-Use (MXN)
- Single Family Residential (R-1)
- Medium-Density Residential (R-2)
- High-Density Residential (R-3)
- Urban-Density Residential (R-4)
- Agricultural Residential (RA)
- Large-Lot Residential (RL)
- High-Density Residential / Professional (RP)
- Rural Residential 1 Acre (RR-1)
- Rural Residential 10,000 Square Feet (RR-10)
- Rural Residential 20,000 Square Feet (RR-20)

The numbers provided in this letter are based on what could be built per the allowable land uses in the City's 2030 General Plan and Zoning Ordinance. Due to economic cycles and the numerous volatile factors that can affect residential development, the City does not have the ability to provide an accurate number of potential units which may be constructed in the next 20 years. The numbers provided herein are approximations.

If you have any questions regarding the information contained in this letter please contact Donald Rust at (530) 538-2433 or at rustdl@cityoforoville.org.

Sincerely,

A handwritten signature in black ink, appearing to read 'Donald Rust', written over a horizontal line.

Donald L. Rust, Director
Community Development Department

Las Plumas High School

Memorandum

DATE: August 9, 2018

TO: Dr. Corey Willenberg, Superintendent
Board Members

FROM: Dan Ramos, Principal

SUBJECT: Out of state travel request

I am requesting the Board approve out of state travel for Laura LaFayette and Rich Darrach to attend the National FFA Convention in Indianapolis, IN. The dates of travel will be October 22th – October 28th, 2018. There will be 10 students traveling with Mrs. LaFayette and Mr. Darrach. The group will be traveling with California FFA and staying at the hotel JW Marriot, 10 S West St. Indianapolis, IN 46204. The funding source will include ASB covering the costs of the students expenses and the adults will be paid with Ag. Site funds.