



OROVILLE UNION HIGH SCHOOL DISTRICT BOARD OF TRUSTEES

REGULAR MEETING AGENDA

Wednesday, April 24, 2019

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

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

District Core Beliefs

We believe:

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

BOARD MEMBERS:

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

DISTRICT ADMINISTRATION:

Dr. Corey Willenberg, Superintendent
Susan Watts, Asst. Superintendent/CBO
Kevin Simas, Director of Education
Jeff Ochs, Director of Alternative Education
Dan Ramos, Principal, Las Plumas High School
Cristi Tellechea, Principal, Oroville High School
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, April 24, 2019, 5:30 p.m., Prospect High School, 2060 2nd Street, #A, Oroville, CA 95965

CALL TO ORDER

ROLL CALL

Scott Damon, Amber Englund, Bonnie King, Ray Sehorn and Nannette Walker

CLOSED SESSION

- **Personnel-Gov't. Code 54957** [Public employee employment/discipline/dismissal/release; Superintendent's Evaluation]
- **Conference with Legal Counsel-Anticipated or Existing Litigation—Gov't. Code Section 54956.9** [OSTA vs. Oroville Union High School District, Case No. SA-CE-2843-E, PERB Decision No. 2627]
- **Conference with Labor Negotiators—Gov't. Code Sec. 54947.6** [OSTA/CSEA: Dr. Corey Willenberg, Superintendent, designated representative]
- **Graduation Requirement Waiver – California Education Code Section 51225.3**
- **Pupil Discipline—California Education Code Sections 48918/35146**

RESULTS OF CLOSED SESSION

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA VARIANCE

PUBLIC HEARING

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

1. 2019/2020 District and CSEA Initial Proposals for Negotiations

The initial proposals from the District and CSEA are presented for public discussion. The District will open negotiations on Article 9 (Leaves) and new job descriptions for a District Lead Custodian, Network Specialist, Information System Programmer Analyst and Education Technology Specialist. CSEA will open negotiations on Article 6 (Salaries and Fringe Benefits), Article 8 (Vacation Plan), Appendices A, B and C, improving the District's ability to provide appropriate substitute coverage for all positions and allowing the accrual of comp time for work-related travel outside of business hours. Both proposals have been posted at the District Office and each school site.

Enclosure

STUDENT REPRESENTATIVES REPORTS

REGULAR BOARD AGENDA FOR APRIL 24, 2019

RECOGNITIONS AND PRESENTATIONS

2. Student Recognition/Achievement – Oroville High School

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

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

RECOGNITION OF INDIVIDUALS WHO WISH TO SPEAK ON AGENDA ITEMS

At this time, the President will invite anyone in the audience wishing to address the Board on a matter 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

3. Board Comments
4. Superintendent
5. Administration
6. Local Control Accountability Plan
7. Quarterly Williams Act Report

OLD BUSINESS (None)

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

8. Minutes from the March 20, 2019 and April 4, 2019 Board Meetings
9. Check Registers Dated 3/14, 3/21, 3/26, 3/28, 4/2, 4/4 and 4/9
10. Monthly Financial Report
11. 3rd Quarter Scholarship Report
12. Donations to the Hall of Fame
13. Donation of \$500 from Mr. & Mrs. Wallace Coon to the LPHS Boys Soccer Program
14. Donation of \$672 from Joseph Hurte to the LPHS Boys Basketball Program
15. Contract with Cary Yasuhara to Provide DJ Services at the LPHS Junior/Senior Prom
16. Contract with Wendy Reynolds to Serve as a Guest Speaker at the OHS Every 15 Minutes Event
17. 19/20 MOU with Total School Solutions to Provide Professional Development
18. Revised School Psychologist Job Description
19. Disposal of Surplus/Obsolete English Textbooks at OHS
20. Graduation Waiver Request – OHS #14-18/19
21. High Risk Activity – LPHS ASB/Yearbook End of the Year Celebration at Mrs. Frazier's House
22. High Risk Activity – LPHS FCCLA to State Competition
23. High Risk Activity – LPHS Senior Trip to Golfland Sunsplash in Roseville
24. High Risk Activity – LPHS FFA to Cal Poly San Luis Obispo FFA Field Day
25. High Risk Activity – LPHS FFA to State FFA Convention
26. High Risk Activity – OHS ASB End of Year Swim Party at the Stevens' Residence
27. High Risk Activity – OHS Senior Picnic to the Forebay

CONSENT CALENDAR (Cont.)

28. First Reading of Board Policies and Administrative Regulations

- BP/AR 1312.3 (Uniform Complaint Procedures)
- AR/E 1312.4 (Williams Uniform Complaint Procedures)
- BP/AR 3100 (Budget)
- BP/AR 3260 (Fees and Charges)
- BP/AR 4030 (Nondiscrimination in Employment)
- AR 5125.2 (Withholding Grades, Diploma or Transcript)
- BP 5126 (Awards for Achievement)
- BP 5127 (Graduation Ceremonies and Activities)
- BB 9323.2 (Actions by the Board)

NEW BUSINESS

29. Facility Fee Waiver for the Boys & Girls Club of the North Valley (BGCNV) (Willenberg)

The Board approved a fee waiver in July 2018 to allow the BGCNV to use two portable classrooms during the 18/19 school year at no cost. In addition to the program offering an after school program to our students, it also qualified the District to offer an after school supper program. The Superintendent is recommending that the Board approve the same fee waiver to the BCGNV during the 19/20 school year. BCGNV representatives will present a report of their activities during the 18/19 school year and will be available to answer questions. **Recommend approval**

Enclosure

30. MOU with the Butte County for a Full-Time School Resource Deputy (SRD) for the 19/20 School Year (Willenberg)

The District is seeking approval of a MOU with Butte County for a full-time SRD for the 19/20 school year. The SRD will serve Las Plumas High School, Prospect High School and Community Day School. The cost of the MOU is \$140,230 (no increase from 18/19) and will be funded by the general fund. The District will be starting year two of a three year contract next year with the City of Oroville for a School Resource Officer who will serve Oroville High School, Prospect High School and Community Day School. **Recommend approval**

Enclosure

31. Resolution to Recognize Classified School Employee Week (Willenberg)

The district recognizes and wishes to honor the contribution of classified employees to quality education by proclaiming the week of May 19th – 25th as Classified School Employee Week. **Recommend approval of Resolution #15-18/19**

Enclosure

32. Resolution to Recognize PTSA Teacher Appreciation Week (Willenberg)

The district recognizes and wishes to honor the contribution of certificated employees to quality education by proclaiming the week of May 6th – 10th as PTSA Teacher Appreciation Week. **Recommend approval of Resolution #16-18/19**

Enclosure

33. Contract with Super Tints for Window Tinting at LPHS (Willenberg)

Mr. LaGrone is seeking approval to enter into a contract with Super Tints to provide safety window tinting on the front of the 100 and 400 wings at LPHS. The product is safety and security rated, will provide an additional 83% glare reduction and has an 80% total solar energy rejected rating. Applying this product will improve the District's energy efficiency. The cost of the contract is \$17,042.13 and will be funded by deferred maintenance. **Recommend approval**

Enclosure

REGULAR BOARD AGENDA FOR APRIL 24, 2019

34. **Purging Old Special Education Files (Simas)**

Sections 437(c) and 16027 of title 5 of the California Code of Regulations authorize school districts to destroy students' education records three years after the students leave the district or the usefulness of the records ceases. Pursuant to that authority, the District intends to destroy all Special Education student records in its possession for students who graduated before 2011 or otherwise dis-enrolled from the district on or before June 30, 2010. A notice will be posted in the newspaper to allow prior students to pick up their file by contacting the Educational Services office no later than May 31, 2019. The District will contract with a shredding company to dispose of the files which current occupy approximately 25 four drawer file cabinets. **Recommend approval**

35. **Out-of-State Travel Request (Willenberg)**

Las Plumas High School is seeking approval for Celeste Dunn and her RISE teacher to attend a Learning & the Brain Conference in New York from May 2nd – 5th. All travel expenses will be funded by the RISE program. **Recommend approval**

Enclosure

36. **Personnel Assignment Order**

Approval is requested for the following Personnel Assignment Order:

Certificated

2018/19 Coaches

LPHS

JV Baseball Ass. – Gilbert Medeiros (NP)

2019/20 Coaches

LPHS

Football Ass. – Jeffery Wiles \$1000

Garrett Weagant

Request a reduction from 1.0 FTE
to 0.8 FTE for 2019/20 school year

Classified

Clerical Substitute

Nancy MacLachlan

Beth Bello

Custodial Substitute

Mark Terrill

37. **Expulsion Case #20-18/19**

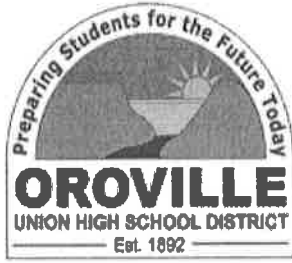
38. **Expulsion Case #22-18/19**

39. **Outside Expulsion Case #6-18/19**

40. **Items for Next Agenda**

ADJOURNMENT

The meeting will be adjourned to a regular board meeting scheduled for Wednesday, **May 15, 2019**, at 5:30 p.m. at Prospect High School.



To: Oroville Union High School District Board of Trustees
From: Corey Willenberg, Ed.D, Superintendent
Date: April 8, 2019
Subject: Initial Proposal for 2019-2020 Negotiations with CSEA

Per the CSEA Feather River Chapter #342 Collective Bargaining Agreement, both CSEA and OUHSD need to present their proposals for public input no later than May 1st every year.

The District will open 19/20 negotiations on the following:

- Article 9 (Leaves)
- Review and approve new job descriptions to reorganize the technology department: Network Specialist, Information System Programmer Analyst and Education Technology Specialist.
- Review and approve new District Lead Custodian job description.

CSEA Feather River Chapter #342

Initial Proposal for 2019/2020 Negotiations

Article VI (and Appendices A,B, & C): SALARIES AND FRINGE BENEFITS

1. A fair and equitable across-the-board increase to the salary schedule
2. Negotiate the effects of the continued increase to the minimum wage
3. A fair and equitable increase to the District's contribution for fringe benefits
4. Review of and possible change to Medical, Dental, and Vision plans and/or provider (we are currently working on this)
5. Review and update all job descriptions within the Classified series
6. Contract out the Market Survey / Reclassification work for Classified unit -- to be paid by district
7. Request for district to provide and pay for a basic \$10,000 life insurance plan for 6+ hour employees

Article VIII: VACATION PLAN

1. Increase the amount of vacation that can be rolled to the following year

Other:

1. Improve the District's ability to provide appropriate substitute coverage for all position
2. Allow for the accrual of Compensatory Time Off for work related travel outside of business hours

Quarterly Report on Williams Uniform Complaints

[Education Code § 35186(d)]

District: Oroville Union High School District

Person completing this form: Paula Blaney

Title: Executive Assistant

Quarterly Report Submission Date:

(check one)

☒ April 2019

☐ July 2019

☐ October 2019

☐ January 2020

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

Please check the box that applies:

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

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

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

Print Name of District Superintendent: Dr. Corey Willenberg

Signature of District Superintendent: 

Date: 4/8/19

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



**OROVILLE UNION HIGH SCHOOL DISTRICT
BOARD OF TRUSTEES MEETING
March 20, 2019**

MINUTES

CALL TO ORDER

Board President, Mr. Damon, called the meeting to order at 5:15 p.m. on Wednesday, March 20, 2019, at Prospect High School.

ROLL CALL

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

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

CLOSED SESSION

- **Personnel-Gov't. Code 54957** [Public employee employment/discipline/dismissal/release; Superintendent's Evaluation]
- **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 6:06 p.m., the board reconvened to open session. The following action was taken:

#112-18/19: On a motion by Mr. Sehorn, seconded by Mrs. Walker, the board approved hardship leave requests for one administrative employee and one classified employee by the following vote:

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

#113-18/19: The board met in closed session to discuss pending litigation in the case of OSTA vs. Oroville Union High School District, PERB Decision No. 2627, case number SA-CE-2843-E. The case involves OSTA's claim it is entitled to take reasonable time off from work at district expense under the Educational Employment Relations Act to prepare for negotiations, and its claim that two bargaining team members who had exhausted their association leave in January, 2016, should not have had their personal necessity leave docked when they took a day off to prepare for negotiations. On a motion by Mr. Sehorn, seconded by Mrs. Englund, the board authorized its legal counsel to appeal the PERB decision that upheld OSTA's claims by the following vote:

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

PLEDGE OF ALLEGIANCE

A moment of silence was held to honor the passing of Pat Fore.

MINUTES OF REGULAR MEETING MARCH 20, 2019

APPROVAL OF AGENDA VARIANCE

#114-18/19: On a motion by Mrs. Walker, seconded by Mr. Sehorn, the board accepted an amended Personnel Assignment Order by the following vote:

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

PUBLIC HEARING

1. 2019/2020 District and OSTA Initial Proposals for Negotiations

There were no comments from the audience or board.

STUDENT REPRESENTATIVE REPORTS

Alexis Jeska, LP Student Board Rep, reported on the joint winter formal going well, ASB planning a successful Spirit Week in which the seniors won, top T-Birds and athletes being recognized at a winter sports assembly, the freshmen class planning a MORP, and a CAASPP incentive rally today. Future projects include ASB leading lunchtime activities in the quad, brainstorming idea for Teacher Appreciation Week, planning to create a video to be shown at the start of next year about the various clubs offered on campus.

RECOGNITIONS AND PRESENTATIONS

2. Student Recognition/Achievement – Las Plumas High School

Mr. Ramos introduced Cristian Bruce, English teacher and Academic Decathlon Advisor. The team won the county competition and is headed to the state completion this weekend. He is very proud of the students as well as the teachers who helped the students study. Mr. Bruce stated that the team is headed to the state competition for the fourth time in five years. All members won at least one gold medal at the county competition with many team members winning multiple medals. The students have handled themselves well and are very gracious winners. Hailie Lozano stated that this is her first year on the team. Being at the county competition is the most important thing she's done. It was an exciting experience. Mrs. Walker asked about the number of hours that they studied. Ms. Lozano responded that they studied for a few hours after school for weeks. She's very appreciative to Mrs. Kermen, Mrs. Howard and the other teachers who helped them prepare. Mackenzie Waxman stated that this is also her first year on the team. She appreciates being able to go to the state competition; it's a great opportunity. Jaden Misencik stated that this is his second year on the team. He learned perseverance by not making the team on his first attempt. Sydney Howard stated that she is very thankful for the board's support of their trip to the state competition. She didn't realize the effort it took to prepare. She definitely put in more time this year and it paid off. She won three gold medals! Damon Stott stated that this is his 3rd year on the team. He was an alternate in 10th grade and made the team in 11th grade where he won a gold and silver medal. He won nine out of a possible 11 medals this year as a senior. He is looking forward to the competition this weekend and hopes to earn some more medals. The board commended the team for their hard work and wished them luck this weekend at the state competition.

HEARING OF INDIVIDUALS ON NON-AGENDA ITEMS

Scott Martin, OSTA Head Negotiator, stated that he knows the board is serving their community because they want what is best for kids. He is disappointed that the board hasn't talked with their negotiating team about the information he presented at a prior meeting. The District often starts out with a low number but seems to find more money than originally offered. The District's offer is still 4% plus 1% for their benefits. Chico Unified is offering 7%, which is the same percent they got from the state. They wondered if Chico was doing something they didn't know about. He did some research and found that Chico did not have a lot of retirees last year and that they are not in declining enrollment. We have 10 more students than projected, which should have earned the District another \$100,000. Dr. Willenberg keeps stating that he is not authorized to offer more than 4%. The District brought up going to impasse at the last negotiation session. Impasse is not

MINUTES OF REGULAR MEETING MARCH 20, 2019

good for anyone. Mr. Damon asked Mr. Martin for his definition of total compensation. Mr. Martin responded that it includes salary and benefits. Mrs. King stated that the board and administration have spent hours and hours talking about budgets and raises. She'd be glad to give them 20% if they could. Mr. Martin stated that OSTA feels that they are not getting their fair share. Mrs. King stated that the Board has spent some of the new money on things like SRO's and a Social Worker. Mr. Martin responded that those are all good things.

Teisha Hase, OSTA President, stated that she's happy to hear that all board members will be at the CTA dinner on Monday. She unsure if the Board knows what it takes to change contract language. They were able to make several changes last year and a few changes this year, including teachers now being offered year for year in salaries. It will be a legacy for Dr. Willenberg. BCOE is already starting to follow suit. The District's current offer doesn't show that they value teachers. The District is getting 10.35% to make them whole. OSTA is only asking for 7.83%. Their membership has made it clear that they will not accept 4%. Mrs. King stated that giving year for year is great, but it also cost a lot of money that could have gone toward raises. Mrs. Hase responded that it was the right thing to do for teachers.

Connor Musler, LP senior in College Connection, stated that the board policy to limit College Connection students to a maximum grade bump in three classes is unfair. Students who stay on campus and take AP classes are at an advantage. Ms. Decker and the counselors have brought this issue up several times to no avail. It has fallen on deaf ears. Due to being in College Connection, he is now ranked third in his class. Only students who stay on campus will be valedictorians and salutatorians. This policy may cause some students not to apply for College Connection. He and Ms. Decker would be happy to discuss this at a future meeting. Dr. Willenberg responded that this issue has been discussed numerous times. It has not fallen on deaf ears. Some people feel that College Connection students get a better deal than students who stay on campus and take AP courses. There has been discussion about doing away with ranking all together, which would end the prestigious Top 10 event that has occurred for the past 50 years. Each Top 10 senior will be receiving a \$500 scholarship check this year. Mr. Musler feels that colleges are not seeing his true GPA.

HEARING OF INDIVIDUALS ON AGENDA ITEMS

Conner Musler asked to speak on items #23 and #26. Anna Barton asked to speak on item #23.

NON-ACTION INFORMATIONAL ITEMS AND REPORTS

3. Board Comments

Mrs. Walker stated that it warms her heart seeing the kids doing so well in Mock Trial and Academic Decathlon. She asked if there is limit to the number of students who can participate. Mr. Ramos responded that the teams have a set number of members plus a few alternates. Both state competitions are on the same day, which allows some of the alternates to fully participate in the competitions. Mrs. King stated that she's always felt that College Connection students gave up some perks of not being on campus.

4. Superintendent

Dr. Willenberg reported that we will be receiving \$186,660 next year in CTEIG funding. He applied for other CTE grants totaling \$750,000, which would be used toward purchasing equipment. He should know in June whether we will receive those grant funds. We have been advertising many certificated job openings and have received numerous applications. The quality of the candidates is great. We will need to have a special board meeting in early April to approve some hiring.

5. Administration

Mrs. Watts stated that the average increase in health care benefits for those on the BSSP plan is 7.5%. Dental is going down 4% and vision will remain the same. All additional costs will be paid by the employees. Districts are having financial problems throughout the state. FCMAT updated information on the Indicators or Risk or Potential Insolvency. A copy was distributed to the Board. FCMAT recommends districts do an annual assessment. She will be developing a report for next year. While we are already following some of the guidance, there is room for improvement.

MINUTES OF REGULAR MEETING MARCH 20, 2019

Mr. Simas reported that our plan to address significant disproportionality was well received by the state. We will know about final approval by the end of this week. We have been asked to give a presentation on our report at the next Significantly Disproportionality training. Unfortunately, we have also received word that this year's Performance Indicator Review shows that we still have issues in many special education areas, such as graduation rate, ELA and math performance, discipline, and too many students being placed in Non-Public Schools. The District has made several changes this year but it's too early to tell whether they are working.

6. Local Control Accountability Plan – 18/19 Survey Results

Dr. Willenberg reported that 150 people responded to the survey. The input will be used to develop this year's LCAP. The good news is that 63% reported being satisfied with the instruction we are offering. There is definitely a need for more communication with parents, especially with college and career information. Parents would like to be able to view their student's transcript and four year plan in Parent Portal. They would also like more structure when substitute teachers are covering classes. Parents are frustrated with the early FAFSA date and want more mental health and support for students. A draft of the LCAP will be on the May 15th board agenda. A public hearing on the LCAP and budget is scheduled for June 19th with approval on both items on June 26th.

OLD BUSINESS (None)

CONSENT CALENDAR

7. Minutes from the February 13, 2019 and February 27, 2019 Board Meetings
8. Check Registers Dated 2/5, 2/7, 2/12, 2/14, 2/19, 2/21, 2/26, 2/28, 3/5, 3/7 and 3/12
9. Monthly Financial Report
10. 18/19 Spring Release Consolidated Application
11. Amendment to Climate Control Contract for OAE
12. Three Year Continued Contract with BCOE to Provide Wide Area Network Services
13. Three Year Continued Contract with BCOE to Provide Wide Area Network Services at OAE Chico
14. Three Year Continued Contract with Comcast for Internet Services at OAE Chico
15. Transportation Agreement with BCOE for Remainder of 18/19 for the Expanded Learning Program
16. Donations to the Hall of Fame
17. Donation of \$700 from Touch of Glass and Screens for OHS JV Girls Soccer Uniforms
18. Disposal of Obsolete English Textbooks at OHS
19. Disposal of Obsolete Equipment
20. 19/20 OAE School Calendar
21. Graduation Waiver Requests – LP #4 and OHS #4 - #13
22. High Risk Activity – LPHS to SkillsUSA State Conference

#115-18/19: On a motion by Mr. Sehorn, seconded by Mrs. Walker, the board approved the consent calendar as presented by the following vote:

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

NEW BUSINESS

23. Length of AP Government and AP Macroeconomic Courses

Dr. Willenberg stated that OHS has always offered a semester long AP Government class. They do not offer AP Macroeconomics. LP used College and Career grant funds in 17/18 to pilot extending both AP courses to one year to see if test results improved. The test scores did not improve and the grant funds have gone away. Principals are in charge of their master schedules. Mr. Ramos and Mrs. Tellechea both prefer to focus extra sections on a Teacher on Special Assignment (TOSA) next year. Conner Musler stated that it was very apparent last month that the Board was not aware of the change. The

MINUTES OF REGULAR MEETING MARCH 20, 2019

rationale given to change the course length is inadequate. There was not enough time given to see if results improved. Students and the teacher may not have had time to adjust to the new curriculum. Money is a senseless reason to change the courses back to a semester. The District is getting enough money to afford giving raises. There should enough money to fund these year-long courses. Anna Barton stated that she doesn't believe all of the material can be fit into one semester. Mr. Burnett talks to students to see how are doing so he can adjust his instruction for the following year. She feels this year's test scores will be even better. Several juniors would like to sign up for the year-long courses. Some of her other AP courses have a small number of students enrolled in them but they are still held. Students should be given the opportunity to take the year-long courses. Mr. Ramos stated that he agrees with how this item was listed on the agenda. It doesn't appear that a longer time will increase the scores. Mrs. Walker asked if there are any other semester long AP courses. Dr. Willenberg responded that these two AP courses are the only ones held for a semester. The graduation requirement is for five credits (one semester) of Government and Economics. Mr. Simas explained that only four students passed the test last year. Four years of prior data shows that only two to four students passed the test each year. Mrs. King stated that she is surprised to hear that we are still funding AP classes with such low enrollment. This is one of the reasons she wanted to combine the schools. Mr. Damon asked how AP teachers are selected. Mr. Ramos responded that it's based on credential, willingness to teach the class, attending the required training and submitting the course to the College Board. On another note, his daughter's school only gives students a grade bump if they pass the AP test. Mrs. Walker felt that students who take the class during the first semester may forget some of the material before they take the test in May. Mr. Ramos stated that Mr. Kermen and Mr. Burnett worked to keep the students refreshed on the subject throughout the year. Mr. Sehorn asked how the teachers feel. Mr. Ramos responded that both teachers support changing the class back to one semester. The board voted 4-1 to change the course back to one semester.

#116-18/19: On a motion by Mr. Damon, seconded by Mrs. Englund, both courses will be returned to a semester in length by the following vote:

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

24. Resolution for Reduction of Classified Services

Dr. Willenberg stated that the reduction is due to an ATC Instructional Para-Educator returning from maternity leave next year.

#117-18/19: On a motion by Mr. Sehorn, seconded by Mrs. King, Resolution #14-18/19 was approved as presented by the following vote:

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

25. Second Interim Report

Mrs. Watts reported that this report includes budget changes through January 31st. The general fund changes include receiving \$35,000 in Title V funding, rebates for PG&E for the Climate Control contract, donation for the ball field lighting project, year for year agreement for certificated staff, CSEA and non-represented group settlements, OHS gym air conditioning, band trip and two new vans. The special education bill back from BCOE increased by \$112,000. The cafeteria budget is at a deficit of \$95,000 mainly due to loss of revenue during the Camp Fire. We were reimbursed after the spillway incident for loss of revenue but the funds weren't received until the following year. Other funds were affected by the salary increases. The estimated ending balance in the reserve is \$4.9 million and includes items such as \$100,000 set aside for Harrison Stadium, \$160,000 solar maintenance agreement, \$115,000 from ROP that will be used to fund CTE salaries next year, \$22,000 in transportation budget set aside for future vehicle replacement, \$46,00 donation for ball field lighting, and PE&E rebates. One-time funds have decreased to \$587,000. The 3% state mandated reserve equates to \$916,000. The 12% board

MINUTES OF REGULAR MEETING MARCH 20, 2019

mandated reserve equates to \$2.7 million. According to the CDE, the average reserve for a high school district is 15.63%. The Government Financial Officers Association recommends having a 17% reserve, which equates to two months of payroll. The multi-year projection shows that we can meet our obligations for this year and the next two years. The budget does not include a settlement for OSTA

#118-18/19: On a motion by Mr. Sehorn, seconded by Mrs. King, the Second Interim Budget was approved as presented by the following vote:

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

26. 18/19 Agreement for the Confidential/Supervisory Group

Dr. Willenberg stated that the Board directed staff to do a salary comparison. Each employee in this group would receive a 5% raise plus a one-time payment of \$500 in recognition of increased costs in healthcare. The Maintenance Supervisor and Transportation Director would each receive an additional 5% and the Food Service Director would receive an additional 3% to make them more in line with the results of the salary comparison. Connor Musler stated that he's actually speaking about all of the raises on the agenda. Although he's sure people work hard and deserve a raise, there has been no parental involvement or input before the raises are given. The money could perhaps be spent on other things. He feels that parents should be notified about this via Facebook. Mr. Sehorn responded that every board agenda is posted online. If Mr. Musler could solve the parent involvement issue, he'd be a multi-billionaire.

#119-18/19: On a motion by Mrs. King, seconded by Mr. Sehorn, the agreement was approved as presented by the following vote:

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

27. 18/19 Agreement for the Administrative Group

Dr. Willenberg stated that each employee in this group would receive a 5% raise plus a one-time payment of \$500 in recognition of increased costs in healthcare. The Principals and Directors would each receive an additional 3% to make them more in line with the results of the salary comparison.

#120-18/19: On a motion by Mr. Sehorn, seconded by Mrs. King, the agreement was approved as presented by the following vote:

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

28. Addendum to the Assistant Superintendent/CBO's Contract

Dr. Willenberg stated that the addendum includes a 5% raise plus a one-time payment of \$500 in recognition of increased costs in healthcare

#121-18/19: On a motion by Mrs. Englund, seconded by Mrs. King, the contract addendum was approved as presented by the following vote:

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

MINUTES OF REGULAR MEETING MARCH 20, 2019

29. Addendum to the Superintendent's Contract

Mrs. Watts stated that the addendum includes a 5% raise plus a one-time payment of \$500 in recognition of increased costs in healthcare

#122-18/19: On a motion by Mr. Sehorn, seconded by Mrs. Walker, the contract addendum was approved as presented by the following vote:

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

30. New Independent Study Physical Education Course

#123-18/19: On a motion by Mr. Sehorn, seconded by Mr. Damon, the course was approved as presented by the following vote:

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

31. New Online Geography/Health/Freshmen Success Course

#124-18/19: On a motion by Mrs. Englund, seconded by Mr. Sehorn, the course was approved as presented by the following vote:

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

32. Partial Fee Waiver Request

#125-18/19: On a motion by Mr. Sehorn, seconded by Mrs. Englund, the partial fee waiver requested by the Delta Upsilon Sorority was approved as presented by the following vote:

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

33. Out-of-State Travel Request #1

#126-18/19: On a motion by Mrs. King, seconded by Mr. Sehorn, Jeff Ochs was approved to attend the ACSA Region 1, 2, 3, 4 Spring Conference in Reno, NV, from May 3rd – 5th as presented by the following vote:

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

MINUTES OF REGULAR MEETING MARCH 20, 2019

34. Out-of-State Travel Request #2

#127-18/19: On a motion by Mr. Sehorn, seconded by Mrs. King, the Las Plumas High School varsity softball team was approved to attend a tournament in Sparks, NV, on March 29th and 30th as presented by the following vote:

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

35. Out-of-State Travel Request #3

#128-18/19: On a motion by Mrs. King, seconded by Mrs. Englund, Bethany Dorin was approved to attend a teacher fellowship with the Ecology Park Project International at Yellowstone Wildlife Ecology in Montana from April 6th – 13th as presented by the following vote:

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

36. Amended Personnel Assignment Order

#129-18/19: On a motion by Mrs. King, seconded by Mr. Sehorn, the amended Personnel Assignment Order was approved by the following vote:

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

(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

Anna (Stacey) Lasagna
Counselor – LPHS
Correction to movement on Salary
schedule
from Step/Column 17/III \$74,463 to 18/III
\$74,463 following MOU with OSTA
Effective 7/1/2018

Julie Quarterman
Teacher - PHS
Voluntary Transfer to Independent Study
Effective 2019/20 school year

2018/2019 Coaches

OHS

Track Asst. – Tyler McPheron – N/P

LPHS

Varsity Baseball Asst. – Garret Mauldin –
N/P

Classified

Substitute Para Educator

Daniel Xiong
Jaliden Pacis

Substitute Custodian

kayla Garnet Goforth
Billy Cash

Substitute Food Service Worker

Carolyn Wilson

Clerical Substitute

Tamara Hart
Elizabeth Gray

MINUTES OF REGULAR MEETING, MARCH 20, 2019

Certificated (Cont.)

2019/2020 Coaches

LPHS

Cheer Asst. – Holly Evans – N/P
Cheer Asst. – Melanie Ripley – N/P
Cheer Asst. – Vickie Enser – N/P

School Psychologists

Request for 5 addition work days:
Gem Henderson
Anne Michels

Classified (Cont.)

Dayna Boxler
Transportation
Bus Driver
Change from 4.3 @ Step/Column 17/F & 0.7 @
22/F to 3.8 @ 17/F & 0.7hrs @ 22/F
Effective 3/21/2019

Joel Jenkins
Transportation
Bus Driver
Change from 5.3hrs @ Step/Column 17/G & 2.7hrs
@ 22/G to 4.8hrs @ 17/G & 2.7hrs @ 22/G
Effective 3/21/2019

Blas Huerta
Transportation
Bus Driver
Change from 6.0hrs @ Step/Column 17/H
to 5.5hrs @ 17/H
Effective 3/21/2019

Susan Swarts
Transportation
SPED Courier – 5.0hrs Step/Column 15/A \$16.31
p/hr
Effective 4/1/2019

Crystal Goolsby
Para Educator – OHS
Request for PDL/FMLA/CFRA Leave
Effective 5/6/2019 - 9/22/2019

Debra Bradford
Transportation
Bus Driver
Change from 4.5hrs @ step/column 17/D \$19.82
To 5.0hrs @ 17/D \$19.82
Effective 3/21/2019

37. Expulsion Case #16-18/19

#130-18/19: On a motion by Mrs. Walker, seconded by Mr. Damon, the terms of the expulsion case were approved by the following vote:

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

- Be expelled for the remainder of the 18/19 school year, and said expulsion be suspended.
- Be referred to Community Day School to continue their education as set forth in the student's Stipulated Expulsion Agreement and Rehabilitation Plan dated and executed on February 8, 2019.

MINTES OF REGULAR MEETING, MARCH 20, 2019

- Follow all district and school rules
- Make positive academic progress
- Student is to maintain positive attendance including no cutting of classes and no unexcused absences.
- Student is not allowed on or near any other district campus during the expulsion period except for boarding the transfer bus to and from Community Day School. This includes any extra or co-curricular events including games and dances. Location of campuses has been discussed with the student, and the student has been given a list of those campuses including street addresses.

38. Expulsion Case #17-18/19

#131-18/19: On a motion by Mrs. Walker, seconded by Mr. Damon, the terms of the expulsion case were approved by the following vote:

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

- Be expelled for the remainder of the 2018/2019 school year.
- Be referred to Community Day School to continue their education as set forth in the student's Stipulated Expulsion Agreement and Rehabilitation Plan, dated and executed on February 8, 2019.
 - Follow all district and school rules
 - Make positive academic progress
 - Student is to maintain positive attendance including no cutting of classes and no unexcused absences.
 - Student is not allowed on or near any other district campus during the expulsion period except for boarding the transfer bus to and from Community Day School. This includes any extra or co-curricular events including games and dances. Location of campuses has been discussed with the student, and the student has been given a list of those campuses including street addresses.

39. Expulsion Case #18-18/19

#132-18/19: On a motion by Mrs. Walker, seconded by Mrs. England, the terms of the expulsion case were approved by the following vote:

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

- Be expelled for the remainder of the 2018/2019 school year, and said expulsion be suspended.
- Be referred to Community Day School to continue their education as set forth in the student's Stipulated Expulsion Agreement and Rehabilitation Plan dated and executed on March 8, 2019.
 - Follow all district and school rules
 - Make positive academic progress
 - Student is to maintain positive attendance including no cutting of classes and no unexcused absences.
 - Student is not allowed on or near any other district campus during the expulsion period except for boarding the transfer bus to and from Community Day School. This includes any extra or co-curricular events including games and dances. Location of campuses has been discussed with the student, and the student has been given a list of those campuses including street addresses.

MINTES OF REGULAR MEETING, MARCH 20, 2019

40. Items for Next Agenda (None)

ADJOURNMENT

On a motion by Mrs. Walker, seconded by Mrs. King, the meeting adjourned at 8:00 p.m.

(Signature of Board Official)

ATTEST:

Secretary to the Board of Trustees

**OROVILLE UNION HIGH SCHOOL DISTRICT
SPECIAL BOARD OF TRUSTEES MEETING
April 4, 2019**

MINUTES

CALL TO ORDER

Board President, Mr. Damon, called the meeting to order at 5:00 p.m. on Thursday, April 4, 2019, at the Oroville Union High School District Office.

ROLL CALL

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

Administrators Present: Dr. Corey Willenberg, Superintendent

NEW BUSINESS

1. Amended Personnel Assignment Order

#133-18/19: On a motion by Mrs. Walker, seconded by Mr. Sehorn, the amended Personnel Assignment Order was approved by the following vote:

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

**(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

Marta Shaffer
English Teacher
Class/Step IV/1 \$51,328/yr
Effective 8/12/2019

Jennifer Anderson
English Teacher
Class/Step II/6 \$56,457
Effective 8/12/2019

Nancy Diaz (Caravez)
Math Teacher
Class/Step II/1 \$47,907
Effective 8/12/2019

Jennifer Culver
Math Teacher
Class/Step I/1 \$46,192
Effective 8/12/2019

April Silva
Counselor
Class/Step IV/5 \$58,165
Effective 8/12/2019

Classified

Gur Yang
Para Educator – ATC
Resignation
Effective 6/28/2019

Secretarial Substitute

Kristie Olson

MINUTES OF SPECIAL MEETING, APRIL 4, 2019

Certificated (Cont.)

Bonnie Leih
Science Teacher
Class/Step III/1 \$49,614
Effective 8/12/2019

Garrett Louis
Physical Education Teacher
Class/Step II/
Effective 8/12/2019

Classified (Cont.)

ADJOURNMENT

On a motion by Mrs. Walker, seconded by Mrs. King, the meeting adjourned at 5:02 p.m.

(Signature of Board Official)

ATTEST:

Secretary to the Board of Trustees

Checks Dated 03/14/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-139345	03/14/2019	Moran, Pamela I	01-5200	Reimb Mileage OHS Sped 1/28-2/22/19		18.68
3005-139346	03/14/2019	Burket, Scott A	01-4300	Reimb classroom supplies OHS		21.84
3005-139347	03/14/2019	Muntifering, Samantha N	01-4300	Reimb vinyl & vinyl cutting tools amazon OHS		191.75
3005-139348	03/14/2019	Olson, Anna M	11-4300	Reimb watercolor copies OAE		69.40
3005-139349	03/14/2019	Newman, Jason S	01-4300	Reimb ink toner supplies LP		85.79
3005-139350	03/14/2019	Rogowski, Ryan K	01-4300	Reimb Amazon Calculator supplies OHS		169.06
3005-139351	03/14/2019	ACDC LEADERSHIP AND CONSULTING	01-5850	ap econ study guide Licenses SBurnett LP		140.00
3005-139352	03/14/2019	RTU/Indoor Media	11-5806	Cartverising/Advertising @ Safeway Chico		2,500.00
3005-139353	03/14/2019	CENTURY LINK	01-5900	Feb2019 Billing #87101630		1.51
3005-139354	03/14/2019	CHICO NEWS AND REVIEW ACCOUNTS RECEIVABLE	11-5806	OAE Advertising	4,472.33	475.00
3005-139355	03/14/2019	MACK BRASS OF VIRGINIA LLC JODY ANN FRANCISCO	01-4400	Instruments MWalker	242.00	
				Shipping on PO 19-00228 MWalker LP	302.33-	4,412.00
3005-139356	03/14/2019	PERMA BOUND	01-4100	Burket for Johnson- 50pcs Beloved Novel		1,040.32
3005-139357	03/14/2019	PROPACIFIC FRESH	13-4700	Feb2019 Purchase FS LP	558.40	
				Feb2019 Purchase FS LP	1,212.67	
				Feb2019 Purchase FS OHS	309.31	
				Feb2019 Purchases FS OHS	937.75	
				Feb2019 Purchases OHS	130.26	
			13-4702	Feb2019 Purchases Suppers	301.78	3,450.17
3005-139358	03/14/2019	STAPLES-BUSINESS ADVANTAGE	01-4300	Caratenuto OHS C-3- AAA Battery		76.56
3005-139359	03/14/2019	STOTT OUTDOOR ADVERTISING	01-5806	Digital Ad 3/4-3/31/19 4 weeks		1,320.00
3005-139360	03/14/2019	TOTAL SCHOOL SOLUTIONS	01-5800	Feb2019 Services component 2,3,4		12,000.00
3005-139361	03/14/2019	ABSOLUTE SAFETY TRAINING INC	11-5800	27 EMTClass OAE		20,490.00
3005-139362	03/14/2019	ACCULARM DAN R LEDFORD	01-5640	Installation of Optex Beam LP Library		990.00
3005-139363	03/14/2019	CLIMATE CONTROL INC	01-5620	Job#30340 Services OHS	407.00	
				Preventive Maintenance OHS	4,730.00	5,137.00
3005-139364	03/14/2019	FASTENAL COMPANY	01-4360	Supplies Rick transp		264.73
3005-139365	03/14/2019	FOOD MAXX SAVE MART SUPERMARKETS	01-4300	Feb2019 supplies ATC	76.08	
				Feb2019 supplies ILS LP	49.19	
				Jan2019 supplies ATC	61.13	186.40
3005-139366	03/14/2019	INDUSTRIAL PLUMBING SUPPLY	01-4400	Drinking Fountain Bret LP		1,046.63
3005-139367	03/14/2019	JACKSONS GLASS CO	01-5620	Nov2018 Services 24B trans	8.04	
			01-5640	Feb2019 Services LP East Gym	188.05	
				Feb2019 Services LP Mens Locker Rm	471.20	
				Feb2019 Services LP MPR	170.10	

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 03/14/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-139367	03/14/2019	JACKSONS GLASS CO	01-5640	Feb2019 Services OHS S#1	131.64	
				Feb2019 Services OHS SWing	131.88	
				Nov2018 Services OHS	236.33	1,337.24
3005-139368	03/14/2019	OROVILLE CABLE & EQUIPMENT CO	01-4300	Feb2019 Cables, shackles Bret LP		43.54
3005-139369	03/14/2019	National Restaurant Assoc.	01-4100	Servsafe - Smith OHS	1,508.71	
			01-4200	Servsafe - Smith OHS	831.19	2,339.90
3005-139370	03/14/2019	SHARP LOCKSMITHING GARAGE DOOR	01-4300	10 Keys JBradford OHS	21.45	
				100Key rings/50 paper tags Bret Maint	40.22	
				Coverplates Bret Maint	407.55	469.22
3005-139371	03/14/2019	SPECIALIZED EDUCATION SERVICES	01-5800	Credit Inv#73927 Jan2019 billing error	1,155.00-	
				Feb2019 services	16,705.40	15,550.40
3005-139372	03/14/2019	STATE OF CALIF DEPT OF JUSTICE	01-5804	Fingerprint Lauren Morrison Sped Clerical Aide	32.00	
				Fingerprint Thomas Post Custodian	32.00	
			11-5804	4 Fingerprints CNA's	128.00	192.00
3005-139373	03/14/2019	SYSCO FOOD SERVICES	13-4700	Feb2019 Purchases FS OHS	1,624.48	
				Feb2019 Purchase LPHS FS	2,611.49	
				Feb2019 Purchases FS OHS	886.96	5,122.93
3005-139374	03/14/2019	THERMALITO WATER & SEWER DIST	01-5505	Mar2019 Billing CDS 6.206.01	62.15	
				Mar2019Billing PHS 6.173.01	113.66	175.81
3005-139375	03/14/2019	ALAN VON DER MEHDEN	01-4300	Food for Lab- Winco 02/1-2/12/19		229.61
Total Number of Checks					31	79,547.49

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	25	47,614.32
11	AdultEducationFund	5	23,662.40
13	CafeteriaSpecialRevenueFund	2	8,573.10
Total Number of Checks		31	79,849.82
Less Unpaid Sales Tax Liability			302.33
Net (Check Amount)			79,547.49

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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Generated for Analyn Dyer (ADYER), Mar 15 2019 9:08AM

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Checks Dated 03/19/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-139690	03/19/2019	Von Der Mehden, Alan	01-4300	Reimb Smart Food Supplies LP		50.97
3005-139691	03/19/2019	BETTER DEAL EXCHANGE	01-4360	Feb2019 supplies GDavis		5.98
3005-139692	03/19/2019	BROWERS TOW SERVICE INC	01-5620	"98 Thomas Bus services Lic# 1006447		450.00
3005-139693	03/19/2019	CALIF WATER SERVICE COMPANY	01-5505	Billing 01/11-2/8/19 Harrison # 0556577777	324.02	
				Billing 01/11-2/8/19 DO # 0556577777	81.02	
				Billing 01/11-2/8/19 OHS # 0556577777	1,279.02	
				Feb2019 Billing OHS # 9931655860	58.22	
			11-5505	Feb2019 Billing OAE # 8767360151	134.27	1,876.55
3005-139694	03/19/2019	CLTA	01-5200	CLTA Innovate with Language- Adams Language Conference- Castillo	390.00	
				Feb2019 Purchases FS Special Event LP	390.00	780.00
3005-139695	03/19/2019	DANIELSEN CO	01-4300	Feb2019 Purchases FS LP	34.61	
			13-4300	Feb2019 Purchases FS OHS	75.62	
				Feb2019 Purchases FS LP	398.71	
			13-4700	Feb2019 Purchases FS OHS	3,350.04	
				Feb2019 Purchases FS OHS	3,733.18	
			13-4701	Feb2019 Purchases FS Vending LP	359.98	
				Feb2019 Purchases FS Vending OHS	184.95	
			13-4702	Feb2019 Purchases Supplies Suppers LP	295.03	8,432.12
3005-139696	03/19/2019	GURU PRESSURE WASHING	01-5640	Kitchen hood cleaning Harrison Stadium	275.00	
				Kitchen hood cleaning LP	300.00	
				Kitchen hood cleaning OHS	315.00	
				Kitchen hood cleaning PHS	275.00	1,165.00
3005-139697	03/19/2019	OFFICE DEPOT	01-4300	Art Supplies PHS	797.00	
				HP Toner OHS	111.69	908.69
3005-139698	03/19/2019	RECOLOGY BUTTE COLUSA COUNTIES	01-5506	Feb2019 PHS# 020173831	116.24	
				Feb2019 Harrison Stadium #020168708	57.49	
				Feb2019 LPHS # 021396977	1,577.83	
				Feb2019 OHS # 020007641	1,504.86	
				Feb2019 Trans #020088658	129.44	
				Feb2019 Transfer Station #020375774	83.92	
			11-5506	Feb2019 OAE #021126259	231.47	3,701.25
3005-139699	03/19/2019	SCHOOL SPECIALTY	01-4300	1500 wing VAPA supplies order. JTooker supplies JTooker LP	1,785.39	
				Billing 01/24/-2/22/19	74.62	1,860.01
3005-139700	03/19/2019	SPURR	01-5501	Billing 01/24/-2/22/19	8,097.45	
			11-5501	Billing 01/24/-2/22/19	152.22	8,249.67
3005-139701	03/19/2019	US BANK CORPORATE PAYMENT SYSTEM	01-4300	Feb2019 Amazon AEArley	13.54	
				Los Compadres OSTA Negotiations Corey	50.84	

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 03/19/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-139701	03/19/2019	US BANK CORPORATE PAYMENT SYSTEM	01-4300	Mar2019 Amazon AEarley	362.01	
				Mar2019 Napa DBriggs	86.23	
				Mar2019 Rite Aid DBriggs	30.01	
				Mar2019 Smart & Final DPortelance	17.87	
				Mar2019 Smart & Final SSmith	182.31	
				Mar2019 Tractor Supply DBriggs	38.15	
				Citizen Hotel Para Ed Conf SWatts	718.31	
3005-139702	03/19/2019	Hogan, Rich J	01-5200	Reimb supplies Flinn Scientific OHS		1,499.27
3005-139703	03/19/2019	Knapp, James H	01-4300	Reimb Meals, Lodging, Fuel Turlock		196.34
			01-5200	3/09-3/10/19		271.41
3005-139704	03/19/2019	Earley, Andree M	01-5200	Reimb Mileage, Lodging, Meals Turlock		611.30
				3/9-3/10/19		
3005-139705	03/19/2019	Castillo-Siplin, Diana	01-5200	Reimb Mileage Achievement Gap		102.50
				Workshop SFO 3/26-3/28		
3005-139706	03/19/2019	Weliver, Alisha M	01-4300	Reimb supplies Amazon/Costco OHS		26.46
3005-139707	03/19/2019	Strahorn, Mary I	01-5200	Reimb Meals CSEA Conf 3/6-3/8/19		82.11
3005-139708	03/19/2019	Reid, Jeff M	01-5200	Reimb Mileage Achievement Gap		102.50
				Workshop SFO 3/26-3/28		
3005-139709	03/19/2019	Dahlgren, Kyle J	01-4300	Reimb Amazon supplies OHS		187.52
3005-139710	03/19/2019	Lafayette, Laura	01-5200	Reimb Meals Turlock 3/09-3/10/19		56.50
3005-139711	03/19/2019	Guzman-Saetum, Ramona	01-5200	Reimb Mileage Achievement Gap		102.50
				Workshop SFO 3/26-3/28		
3005-139712	03/19/2019	Vincelet, Jamie	01-5200	Reimb mileage, meals CSEA Conf		129.42
				3/6-3/8/19		
3005-139713	03/19/2019	COMCAST	11-5900	Mar2019 Billing OAE Chico	1,656.83	
			11-8699	Mar2019 Comcast E-rate	1,491.14	165.69
3005-139714	03/19/2019	FASTENAL COMPANY	01-4300	Mar2019 Door closer LP Maint	128.44	
			01-4360	Mar2019 supplies transp	125.26	
3005-139715	03/19/2019	ROBERTO LEON FIT DIESEL ELECTRIC	01-4363	Mar2019 Alternator Rebuild DBowman		253.70
				Transp		482.09
3005-139716	03/19/2019	MATCO TOOLS	01-4360	supplies shop tools transp		185.76
3005-139717	03/19/2019	New Life Physical Therapy	01-5800	Feb2019 SNazario Services		3,913.00
3005-139718	03/19/2019	NORTHAM DISTRIBUTORS INC	13-4700	Feb2019 Purchases FS OHS	594.99	
				Feb2019 Purchases FS OHS Jazz Cafe	31.63	
				Feb2019 Purchases FS LP	917.44	
				Feb2019 Purchases FS OHS	98.47	
				Feb2019 Purchases FS OHS Jazz Cafe	33.19	
				Feb2019 Purchases FS PHS	230.39	

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Checks Dated 03/19/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-139718	03/19/2019	NORTHAM DISTRIBUTORS INC	13-4702	Feb2019Purchases FS Suppers	291.04	2,197.15
3005-139719	03/19/2019	OROVILLE ADULT ED REVOLVING	11-5800	Feb2019 service charge	10.00	
			11-8671	Reimb chks 1211-1216	1,785.00	1,795.00
3005-139720	03/19/2019	PG&E	01-5501	Feb2019 Billing DO # 6255577568-3	327.62	
				Feb2019 Billing OHS #8353087371-6	641.67	969.29
3005-139721	03/19/2019	PRACTI-CAL INC	01-5800	Medi-Cal Claims 2/07/19		34.71
3005-139722	03/19/2019	RAY MORGAN COMPANY	01-5603	IR4245 RMK13331 4/1-6/30/19	291.35	
			11-5603	IR 6255 # 117687 4/1-6/30/19	109.84	
				IR 6555i #131463 4/1-6/30/19 OAE Chico	260.88	
3005-139723	03/19/2019	TIM'S DOOR SHOP	01-5640	IR C7260 #127604 4/1-6/30/19 OAE Main	311.24	973.31
3005-139724	03/19/2019	VALERO MARKETING AND SUPPLY	01-4361	Mar2019 Service Russell LP		778.96
				Fed Motor credit 3/14/19	4.65-	
				Fuel Davis CA	76.38	71.73
Total Number of Checks					35	42,668.46

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	32	28,913.19
11	AdultEducationFund	6	3,160.61
13	CafeteriaSpecialRevenueFund	2	10,594.66
Total Number of Checks		35	42,668.46
Less Unpaid Sales Tax Liability			.00
Net (Check Amount)			42,668.46

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

Checks Dated 03/21/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-140010	03/21/2019	Burket, Scott A	01-5200	Reimb Mileage.Meals, Lodging, Parking, airfare PLC Conf		937.29
3005-140011	03/21/2019	Aichele, Sarah L	01-5200	Reimb Mileage/Meals CPI Class Chico		51.00
3005-140012	03/21/2019	Jenkins, Joel A	01-5200	Reimb Meals Redding 3/12		22.00
3005-140013	03/21/2019	Metcalf, Consuelo A	01-5200	Reimb Mileage Chico State 3/9 & BSSP Mtg 3/14/19		54.75
3005-140014	03/21/2019	ACCULARM DAN R LEDFORD	01-5640	DMP Control panel installation Harrison		875.00
3005-140015	03/21/2019	ALESSANDRO ELECTRIC INC	01-5620	Replace / Repalce broken fiber for the network LP		2,350.00
3005-140016	03/21/2019	ALL METALS PIPE & STEEL SUPPLY	01-4300	Metal and Hardware Rich LP		278.21
3005-140017	03/21/2019	BATTERY SYSTEMS INC.	01-4363	Batteries Transp		799.74
3005-140018	03/21/2019	CDW GOVERNMENT INC	01-4300	Credit on PO19-00455 projector cables	20.86-	
			01-5850	BitDefender GravityZone Security subscription.	4,112.50	4,091.64
3005-140019	03/21/2019	CLIMATE CONTROL INC	01-5620	Preventive Maintenance LP		6,217.00
3005-140020	03/21/2019	EDUCATIONAL TESTING SERVICE	11-5800	May2018 10 State fee/2936 Sub test fee OAE	490.00	
				Nov2018 11 State fee/36 Sub test fee OAE	580.00	1,070.00
3005-140021	03/21/2019	FAMILY CAREER COMMUNITY LEADERS OF AMERICA	01-4300	OHS Student packets		774.00
3005-140022	03/21/2019	FAMILY CAREER COMMUNITY LEADERS OF AMERICA	01-4300	State Leadership 2019 OHS		4,335.00
3005-140023	03/21/2019	LATITUDES	01-4300	Printed logos Jim Harrison Stadium		355.89
3005-140024	03/21/2019	LYON COMPLIANCE SPECIALISTS	01-5800	Mar2019 Monitoring services transp		150.00
3005-140025	03/21/2019	NORTH STATE AV INC	01-4300	Gym Projector Project OHS	3,480.43	
			01-4400	Gym Projector Project OHS	19,829.16	
			01-5800	Gym Projector Project OHS	5,670.00	28,979.59
3005-140026	03/21/2019	OROVILLE FORD	01-4363	Housing fuel tank filler transp		70.38
3005-140027	03/21/2019	OUHSD SCHOLARSHIP FUND	73-5800	Reimb cks 1448-1451		2,025.00
3005-140028	03/21/2019	RIVERSIDE CONVENTION & VISITORS BUREAU	01-5200	FCCLA State Leadership Meeting OHS		1,073.22
3005-140029	03/21/2019	SOLUTION TREE INC	01-5200	PLC Workshop reg Tellechea,Castillo, Saeturn, Reid 3/27-28		2,676.00
3005-140030	03/21/2019	JASON STOREY STOREY'S TRUCK SERVICE	01-5620	Services B75 transp		285.00
3005-140031	03/21/2019	TEACHERS DISCOVERY	01-4300	Burket for Johnson- Posters		122.98
3005-140032	03/21/2019	US BANK CORPORATE PAYMENT SYSTEM	01-4300	Feb2019 Lucky Food & Gas RDarrach	9.36	
				Feb2019 MJB Welding RDarrach	50.20	
				Mar2019 Amazon Power Cable JLaGrone	12.74	
				Mar2019 Better Deal Exchange RDarrach	112.72	
				Mar2019 Costco SSmith	90.23	
				Mar2019 Harbor Freight LLafayette	16.08	

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Checks Dated 03/21/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-140032	03/21/2019	US BANK CORPORATE PAYMENT SYSTEM	01-4300	Mar2019 Home Depot RDarrach	617.65	
				Mar2019 Smart & Final DPortelance	42.07	
				Mar2019 Smart & Final SSmith	303.26	
				Mar2019 Smart Food DSpasbo	135.51	
				Mar2019 Tractor Supply RDarrach	27.90	
				Mar2019 Walmart Giftcards DSpasbo	310.00	
				Mar2019 Walmart Sports Equip DSpasbo	93.41	
			01-4360	Feb2019 Amazon RSanders	309.84	
				Mar2019 Amazon RSanders	93.68	
				Mar2019 Walmart RSanders	7.51	
			01-4361	Feb2019 Costco RSanders	124.76	
			01-4362	Mar2019 Walmart RSanders	163.90	
			01-5200	Mar2019 Fairfield Inn & Suites to Andre LLafayette	81.35	
				Mar2019 Fairfield Inn & Suites to Laura LLafayette	151.78	
				Mar2019 Solution Tree Cristi	4,014.00	6,767.95
				Total Number of Checks	23	64,361.64

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	21	61,266.64
11	AdultEducationFund	1	1,070.00
73	FoundationPrivPurposeTrustFu	1	2,025.00
	Total Number of Checks	23	64,361.64
	Less Unpaid Sales Tax Liability		.00
	Net (Check Amount)		64,361.64

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 03/26/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-140277	03/26/2019	Spasbo, Dennis D	01-4300	Reimb Home depot supplies	19.26	
				Reimb Pizza Hut Incentives	127.63	
				Reimb propane KGas	30.45	
				Reimb Safeway supplies	38.49	
				Reimb walmart supplies	25.10	
				Reimb Winco supplies	66.70	307.63
3005-140278	03/26/2019	BROWN INDUSTRIES INC	01-4300	Years of Service Pins- PBlaney	561.19	
				Years of Service Pins- Shipping/handling	32.99	
				Unpaid Sales Tax	37.94-	556.24
3005-140279	03/26/2019	HOBBS PEST SOLUTIONS INC	01-5502	Mar2019 Services DO	50.00	
				Mar2019 Services Transp	75.00	
			11-5502	Mar2019 Services OAE	55.00	180.00
3005-140280	03/26/2019	OFFICE DEPOT	01-4300	Counseling Office supplies PYang	120.05	
				Library supplies McCutchen	508.92	
				OD Pallet of Paper	1,410.37	
				OD# 287965478-001 Supplies Olson	58.66	
				OD# 289092533-001 Logitech Mouse	344.40	
				COlson		
				OD#258760724-001 Supplies DCastillo	295.84	
				Office Supplies OAE/CC/CIS/ATC	133.74	
				Pencils SBurket	13.92	
				Scott Burket Supplies	290.14	
			11-4300	Office Supplies OAE/CC/CIS/ATC	96.29	3,272.33
3005-140281	03/26/2019	PAC PIZZA LLC	13-4700	Feb2019 Purchases FS		2,040.06
3005-140282	03/26/2019	ALAN VON DER MEHDEN	01-4300	Jan2019 Supplies Winco Alan		118.37
3005-140283	03/26/2019	Brandon Almodovo	11-8671	Reimb Spanish 2 Class		75.00
3005-140284	03/26/2019	Christina Azevedo	11-8671	Reimb EKG Tech Class		1,199.00
3005-140285	03/26/2019	Dave Fundakowski	11-8671	Reimb Digital Photo 2 Class		35.00
3005-140286	03/26/2019	Debra Smith	11-8671	Reimb Digital Photo 2 Class		35.00
3005-140287	03/26/2019	Donna Jones	11-8671	Reimb Digital Photo 2 Class		35.00
3005-140288	03/26/2019	Linda Morgan	11-8671	Reimb Digital Photo 2 Class		35.00
3005-140289	03/26/2019	Lisa Southall	11-8671	Reimb Spanish 2 Class		75.00
3005-140290	03/26/2019	Mindy Knowles	11-8671	Reimb EKG Tech Class		1,199.00
3005-140291	03/26/2019	Nicole Rash	11-8671	Reimb CNA Class less livescan		600.00
3005-140292	03/26/2019	The Hartford	11-8671	Susan Rider Medical Billing & Coding Claim# Y67C35351		1,899.00
3005-140293	03/26/2019	Jenkins, Leighton R	01-5200	Reimb Meals Chico 3/15/19		14.00
3005-140294	03/26/2019	Davis, Michael J	01-5200	Reimb Meals Wheatland Track 3/15		34.50

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Checks Dated 03/26/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-140295	03/26/2019	Muntifering, Samantha N	01-4300	Reimb supplies OHS		67.66
3005-140296	03/26/2019	Castillo-Siplin, Diana	01-5200	Reimb Meals/Airfare PLC Conf San Diego 4/16-4/18		242.46
3005-140297	03/26/2019	Lankford, Fallon E	01-5200	Reimb Mileage, meals, Parking fee 3/10-3/12/19		221.66
3005-140298	03/26/2019	Siplin Jr., Durell B	01-5200	Reimb Mileage, Meals, Airfare, Parking PLC Conf 4/16-4/18/19		386.60
3005-140299	03/26/2019	AMAZONCOM LLC	01-4200	LP Library Books for Mr. McCutchen "We are Okay"	8.58	
				LP Library Books for Mr. McCutchen "Bloodwitch Novel"	13.85	
				OHS Library Books for Mr. McCutchen "Bloodwitch Novel"	13.85	
				OHS Library Books for Mr. McCutchen "We are Okay"	8.58	
			01-4300	ATC/Metal Suggestion	27.34	
				Box/112-2222007-0704267		
				Folders for Chello	169.74	
				Unpaid Sales Tax	1.85-	240.09
3005-140300	03/26/2019	FASTENAL COMPANY	01-4300	Mar2019 Door closer Bret Harrison Stadium	128.44	
			01-4360	Mar2019 supplies transp	84.11	212.55
3005-140301	03/26/2019	GRAINGER INC	01-4300	60 Electric Ballasts Prop 39	1,064.99	
				Condensed Evaporator Cleaner LP	103.39	
				Credit inv# 9088823878 Sensor	663.84-	
				Electrical hot spots -Smart Phone adapter	268.51	
				Exit sign Jim	280.44	
				Replaced Exit signs/cord/electric box cover	667.85	
				Safety sign Jim	108.75	1,830.09
3005-140302	03/26/2019	MIKE CAREY MIKE CAREY CONSTRUCTION	01-5640	Service repair Harrison Stadium		2,300.00
3005-140303	03/26/2019	OFFICE DEPOT	01-4300	Pallet of Paper LP		1,410.37
3005-140305	03/26/2019	RESERVE ACCOUNT	11-5900	Pitney Bowes Reserve Account #32337784		250.00
3005-140306	03/26/2019	SHERWIN WILLIAMS CO	01-4300	Paint LP		9.27
3005-140307	03/26/2019	TOTAL EDUCATION SOLUTIONS	01-5800	Feb2019 Services		1,875.00
3005-140308	03/26/2019	US BANK CORPORATE PAYMENT SYSTEM	01-4300	Mar2019 All Metals WUpton	167.59	
				Mar2019 Harbor Freight DBriggs	85.74	
				Mar2019 Harbor Freight WUpton	77.13	
				Mar2019 Napa DBriggs	100.79	
				Mar2019 O'Reilly DBriggs	49.31	

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Checks Dated 03/26/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-140308	03/26/2019	US BANK CORPORATE PAYMENT SYSTEM	01-4300	Mar2019 Smart & Final DPortelance	53.72	
				Mar2019 Smart Foods Alan	517.63	
				Mar2019 Starbucks Cristi	50.85	
			01-5200	Hyatt Regency Acad Decath State Comp	2,525.25	
				DRamos		
				Southwest 4/16/19 SD Trip Cristi	271.96	
				Southwest 4/16/19 SD Trip	596.92	
				JJohnson/SAdams		
			01-5806	ACSA Career Ctr Job Posting	710.00	
				School Spring JobPosting Corey	250.00	
			11-5300	Chico Chambr Commerce New Member	350.00	5,806.89
				JOchs		
3813-140304	03/26/2019	OUHSD REVOLVING FUND	76-9510	ck# 1067 AWalberg FebPay Corrections	227.28	
				ck# 1068 DLogasa ACH Return 1/31/19	150.00	377.28
				Total Number of Checks	32	26,940.05

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	19	18,624.21
11	AdultEducationFund	14	5,938.29
13	CafeteriaSpecialRevenueFund	1	2,040.06
76	Warrant/Pass-ThroughFund	1	377.28
	Total Number of Checks	32	26,979.84
	Less Unpaid Sales Tax Liability		39.79
	Net (Check Amount)		26,940.05

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Checks Dated 03/28/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-140741	03/28/2019	ALL METALS PIPE & STEEL SUPPLY	01-4300	Steel 14GA Sheet Jon Andrew for Counseling Office		595.44
3005-140742	03/28/2019	BUSWEST	01-4363	Mar2019 Heated Crossview transp	217.16	
				Mar2019 Hose Assy	406.65	
				Mar2019 Switch	78.91	702.72
3005-140743	03/28/2019	Condensed Curriculum International, Inc.	11-5800	CCI EKG (3/19/19)		16,366.35
3005-140744	03/28/2019	HERFF JONES	01-4300	Diploma Covers 2019	1,244.10	
				Shipping charges on PO19-00377	164.97	1,409.07
3005-140745	03/28/2019	HOME DEPOT	01-4300	Feb2019 supplies BCash Maint	193.01	
				Feb2019 supplies Bret LP	56.86	
				Feb2019 supplies Bret Maint	279.75	
				Feb2019 supplies Bret OHS	58.24	
				Feb2019 supplies Bret PHS	18.95	
				Feb2019 supplies Dean LP	26.19	
				Feb2019 supplies Russel OHS	32.14	
				Feb2019 supplies Russell LP	27.34	
				Feb2019 supplies Russell OHS	44.57	
				Feb2019 supplies Russell PHS	716.51	
				Feb2019 supplies Santos Harrison Stadium	468.60	
				Feb2019 supplies Santos LP	459.69	
				Feb2019 supplies Santos Maint	48.83	
				Feb2019 supplies Santos OHS	35.57	
				Feb2019 supplies Santos PHS	17.14	
				Feb2019 supplies Steve Maint	618.91	
				Mar2019 supplies Bret LP	47.72	
				Mar2019 supplies Russell Harrison Stadium	72.72	
				Mar2019 supplies Russell LP	102.63	
				Mar2019 supplies Russell Maint	192.64	
				Mar2019 supplies Russell OHS	28.99	
				Mar2019 supplies Russell PHS	33.42	
				Mar2019 supplies Santos Harrison Stadium	161.84	
				Mar2019 supplies Santos LP	31.73	
				Mar2019 supplies Santos Maint	20.68	3,794.67
3005-140746	03/28/2019	JACKSONS GLASS CO	01-5640	Mar2019 Services East Side Gym OHS		301.49
3005-140747	03/28/2019	MAINLAND SUPPLY LLC	01-4300	Blue Border Certificates for Paula		185.00
The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.					ESCAPE	ONLINE

Checks Dated 03/28/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-140748	03/28/2019	MATCO TOOLS	01-4360	Wire stripper transp		35.98
3005-140749	03/28/2019	OFFICE DEPOT	01-4300	Supplies for Caaspp	59.87	
				Toner for Admin Office Printer	59.35	119.22
3005-140750	03/28/2019	SEVEN UP BOTTLING COMPANY OF CHICO INC	11-5601	Apr2019 Lease OAE Chico	4,500.00	
				Credit Sep2018 Rental	200.00-	4,300.00
3005-140751	03/28/2019	SUTTER BUTTES COMMUNICATIONS	01-4300	Radio Batteries/Chargers	516.41	
				Shipping on PO19-00531	20.00	536.41
3005-140752	03/28/2019	TEHAMA TIRE SERVICE	01-4364	Suburban chevy 41B		615.86
3005-140753	03/28/2019	US BANK CORPORATE PAYMENT SYSTEM	01-4300	Amazon 10pcs Smead Pressboard Folder	390.00	
				Loretta		
				Amazon DO Supplies	273.92	
				Custom Ink supplies DRamos	3,339.88	4,003.80
3005-140754	03/28/2019	WORLDSTRIDES	01-5800	Performing Tours Seattle WA- MWalker		10,034.00
				4/25-4/28/19		
3005-140755	03/28/2019	CA OCCUPATIONAL MEDICAL PROF	01-5804	Tox LMorrison IEP Scheduler	62.50	
				Tox Thomas Post, AbbyTeer, John Reid	247.50	310.00
3005-140756	03/28/2019	DISCOUNT BOOK STORE	01-4200	Library Books- LPHS	2,163.70	
				Library Books- OHS	2,163.70	4,327.40
3005-140757	03/28/2019	ENLOE MEDICAL CENTER	01-5804	Testing Thomas Post Custodian		310.00
3005-140758	03/28/2019	LIFECHANGERS INTERNATIONAL LLC	01-5800	Freshmen Character Assembly -LPHS	1,200.00	
				Freshmen Character Assembly -OHS	1,200.00	
				Freshmen Character Assembly -PHS	1,200.00	3,600.00
3005-140759	03/28/2019	NORTHWEST EVALUATION ASSOC	01-5850	MAP Growth Math, Reading & Language		11,475.00
3005-140760	03/28/2019	SFWP - ACCTS RECEIVABLE	01-5505	Mar2019 Billing LP #007847-000	212.19	
				Mar2019 Billing LP AG # 007833-000	97.57	309.76
3005-140761	03/28/2019	SUPPLYWORKS	01-4300	Feb2019 Supplies JBradford LPHS	410.25	
				Feb2019 Supplies JBradford OHS	2,014.62	
				Feb2019 Supplies Key Schlage Maint	101.24	
				Jan2019 Supplies JBradford OHS	305.39	
				Jan2019 Supplies JBradford OHS	250.54	
				Jan2019 Supplies JBradford OHS	1,086.83	
				Jan2019 Supplies JBradford LPHS	471.17	4,640.04
3005-140762	03/28/2019	ALAN VON DER MEHDEN	01-4300	Mar2019 Supplies Winco Alan		43.27
Total Number of Checks					22	68,015.48

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Checks Dated 03/28/2019

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	20	47,349.13
11	Adult Education Fund	2	20,666.35
	Total Number of Checks	22	68,015.48
	Less Unpaid Sales Tax Liability		.00
	Net (Check Amount)		68,015.48

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 04/02/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-140931	04/02/2019	Gattavara, Tera M	01-5200	Reimb Meals CSUC/Central 3/27	14.00	28.00
3005-140932	04/02/2019	Wallace-Smith, Nerissa L	01-5200	Reimb Meals CSUC/Ophir 3/7	14.00	208.80
3005-140933	04/02/2019	CALIFORNIA'S VALUED TRUST FINANCE DEPARTMENT	01-9544	Reim Mileage Santa Clara 4/26-4/29/19	50,160.33	
			01-9560	Apr2019 Retirees	329,278.18	379,438.51
3005-140934	04/02/2019	DEER CREEK ARCHERY	01-4300	Apr2019 Active		530.88
3005-140935	04/02/2019	HUST BROTHERS INC	01-4300	Sets of Genesis Strings BHamman	33.50	
			01-4360	Mar2019 Lift Support BCash	15.29	
				Feb2019 Supplies DBowman	7.08	
				Mar2019 B57 DBowman	103.41	
				Mar2019 Lube metal MGalev	18.75	
				Mar2019 Wrench GDavis	153.51	
			01-4363	Mar2019 35B Alternator GDavis	16.62	
				Mar2019 41B Filter Panel MGalev	64.92	
				Mar2019 7B Tail light DBowman	7.68	
				Mar2019 Accessory Belt MGalev	21.83	
				Mar2019 B57 Switch DBowman	38.61-	
				Mar2019 Core Crdt Inv# 02IV071109	11.50-	
				Mar2019 Discount 3/25/19	15.87	
				Mar2019 Door Jamb Switch	38.48	
				Mar2019 Heater Hose DBowman	30.63	
				Mar2019 Horn DBowman	84.94	
				Mar2019 Wiper Blade DBowman	.85	563.25
3005-140936	04/02/2019	PEARSON EDUCATION	01-5800	Mar2019 Wire Con GDavis		3,150.00
				My Perspective Professional Development Training		
3005-140937	04/02/2019	TIM'S DOOR SHOP	01-4300	Mar2019 50pcs classroom locks	245.91	4,519.38
3005-140938	04/02/2019	US BANK CORPORATE PAYMENT SYSTEM	01-4200	Electrical Code 2017/Electrical Equipment		
				Maint Handbook	474.63	
			01-4300	Amazon Backboard Rim Jim	27.44	
				Bestbuy USB Crsti	45.77	
				Home Depot Spasbo	25.18	
				Mar2018 All Metals RDarrach	285.95	
				Mar2019 Smart Food Alan	311.73	
				NCS Pearson- Wechler Intelligence KSimas		
			01-4400	Bestbuy Dell Laptop Cristi	1,179.74	
			01-5200	CCEA Conf Reg NWallace-Simith 4/26-28	450.00	3,046.35

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Checks Dated 04/02/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-140939	04/02/2019	Hogan, Rich J	01-5200	Reimb Mileage, Parking, Luggage fee, Meals		392.86
				ADI Trng 3/18-3/22		
3005-140940	04/02/2019	Albrecht, Caryn B	01-5200	Reimb Meals Achievement Gap Conf San		102.50
				Diego 3/10-3/12		
3005-140941	04/02/2019	Kermen, Matthew	01-5200	Reimb Meals Achievement Gap Conf San		275.14
				Diego 3/10-3/12		
3005-140942	04/02/2019	Kermen, Sherie R	01-5200	Reimb Meals Achievement Gap Conf San		102.50
				Diego 3/10-3/12		
3005-140943	04/02/2019	Hopkins, Jeffrey J	01-5200	Reimb Meals Achievement Gap Conf San		102.50
				Diego 3/10-3/12		
3005-140944	04/02/2019	Weliver, Alisha M	01-5200	Reimb Taxi, Luggage fee, Meals ADI Trng		421.75
				3/18-3/22		
3005-140945	04/02/2019	Finwick, Melody	01-4300	Reimb mileage 01/14-3/28/19		33.17
3005-140946	04/02/2019	Martinez, Jaymie L	01-4300	Reimb supplies LP		15.09
3005-140947	04/02/2019	Damon, Scott D	01-5200	Reimb mileage Board Carpool CTA Dinner		29.00
				Chico 3/25		
3005-140948	04/02/2019	BEFORE THE MOVIE INC	01-5806	Apr2019 Ad Feather River Cinema		575.00
3005-140949	04/02/2019	BETTER DEAL EXCHANGE	01-4360	Mar2019 Supplies GDavis		14.98
3005-140950	04/02/2019	BUTTE COLLEGE WELDING FOUNDATION	01-4100	Textbooks Jan2019		1,898.18
3005-140951	04/02/2019	CLIMATE CONTROL INC	01-5620	Preventive Maintenance OAE	978.00	
				Preventive Maintenance Transp	780.25	
3005-140952	04/02/2019	CRESCO	01-5620	Services Harrison Stadium		158.20
3005-140953	04/02/2019	DANNIS WOLIVER KELLEY	01-5801	Feb2019 Certificated Negotiations	2,825.00	
				Feb2019 Classified Negotiations	325.00	
				Feb2019 PERB Services	2,241.00	
				Feb2019 Safe Routes -Easement	2,898.00	
				Feb2019 Z.R Services	1,048.50	9,337.50
3005-140954	04/02/2019	DEE FAIRBANKS ENTERPRISES	01-5640	Speed Bump Installation LP		2,400.00
3005-140955	04/02/2019	JW PEPPER MUSIC	01-4300	JW Pepper supplies- MWalker		464.07
3005-140956	04/02/2019	MJB SALES & SERVICE	01-4300	gas and other supplies - RDarrach		461.96
3005-140957	04/02/2019	OREILLY AUTOMOTIVE INC	01-4360	Mar2019 Brake Cleaner	51.22	
			01-4363	Mar2019 B15 Disc Pad Set	47.70	98.92
3005-140958	04/02/2019	TRAINING ROOM INC.	01-4300	Supplies Frazier OHS	369.69	
				Training Room- Frazier Shipping on	50.56	
				PO19-00525		
				Unpaid Sales Tax	24.99-	395.26
3005-140959	04/02/2019	US BANK CORPORATE PAYMENT SYSTEM	01-4300	Mar2019 Boone's Farm & Feed Supply	71.29	
				LLafayette		
				Mar2019 Home Depot DSpasbo	118.44	

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Checks Dated 04/02/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-140959	04/02/2019	US BANK CORPORATE PAYMENT SYSTEM	01-4300	Mar2019 Home Depot RDarrach	379.14	
				Mar2019 Metal Works DBriggs	27.19	
				Mar2019 O'Reilly Auto Parts DBriggs	36.60	
				Mar2019 Quilt'n Thyme Sew & Vac DPortelance	16.69	
				Mar2019 Riebes Auto Parts DBriggs	95.46	
				Mar2019 Smart & Final DPortelance	40.61	
				Mar2019 Smart Foods DPortelance	93.19	
				Mar2019 Walmart DPortelance	36.47	
			01-5200	Mar2019 Caper's Refresher SWatts	12.18	
				Mar2019 Parking AG Day AEarley	6.85	
			13-4300	Mar2019 Good Start Packaging JDeadmore	204.77	
			13-4700	Mar2019 Raley's JDeadmore	24.23	1,163.11
Total Number of Checks					29	411,685.11

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	29	411,481.10
13	CafeteriaSpecialRevenueFund	1	229.00
Total Number of Checks		29	411,710.10
Less Unpaid Sales Tax Liability			24.99
Net (Check Amount)			411,685.11

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Checks Dated 04/04/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-141207	04/04/2019	Schmautz, Robert	01-4300	reimb supplies every 15 mins OHS		176.43
3005-141208	04/04/2019	Muntifering, Samantha N	01-4300	Reimb supplies OHS		198.44
3005-141209	04/04/2019	Frazier, Keely M	01-5200	Reimb Mileage, Meals, Parking fee, San Diego Conf 3/10-3/12		196.00
3005-141210	04/04/2019	AMAZONCOM LLC	01-4300	Dahlgren Amazon display port	214.40	
				Dahlgren Amazon display port, usb	117.95	
				Dahlgren Amazon- supplies	2,539.44	
				Unpaid Sales Tax	129.77-	2,742.02
3005-141211	04/04/2019	AT&T	01-5900	Billing 02/24-03/23/19 ATC	29.66	
				Billing 02/24-03/23/19 CIS	31.98	
				Billing 02/24-03/23/19 DO	323.18	
				Billing 02/24-03/23/19 LP	263.21	
				Billing 02/24-03/23/19 LP Fax	20.94	
				Billing 02/24-03/23/19 OHS	263.39	
				Billing 02/24-03/23/19 OHS Fax	20.84	
				Billing 02/24-03/23/19 PHS	152.52	
				Billing 02/24-03/23/19 Transp	66.99	
				Billing 02/24-3/23/19 LP	21.12	
			11-5900	Billing 02/24-03/23/19 OAE	106.25	
				Billing 02/24-03/23/19 OAE	29.43	
			13-5900	Billing 02/24-03/23/19 FS	15.12	1,344.63
3005-141212	04/04/2019	CA DEPT OF TAX & FEE ADMIN	01-9580	UTax Jan-Mar2019 DW		525.24
3005-141213	04/04/2019	CARPETS GALORE INC	11-5640	New Flooring @ OAE Main Campus		7,963.00
3005-141214	04/04/2019	Comcast	11-5900	Apr2019 Billing OAE Chico		87.20
3005-141215	04/04/2019	LOAPUD	01-5503	Sewer Billing LPHS 1/1/19-3/31/19 # 3356-00	799.20	
				Sewer Billing LPHS 1/1/19-3/31/19 # 3357-00	5,294.70	6,093.90
3005-141216	04/04/2019	OUHSD PETTY CASH FUND DONNA LOGASA-CUSTODIAN	01-4300	Foor for Negotiations 12/6-12/7	98.60	
			01-5800	KSimas Amazon Prime Fee	6.96	
			01-5900	Foor for Negotiations 12/6-12/7	11.50	
			01-8699	Refund Angela Martin Harrison Key	20.00	137.06
3005-141217	04/04/2019	STAPLES-BUSINESS ADVANTAGE	01-4300	Printer ink for L. Ross	121.47	
				Supplies Hase OHS	82.53	204.00
3005-141218	04/04/2019	THOMSON WEST	01-4200	2 CA ED Code 2019 OHS		167.32
3005-141219	04/04/2019	YUBA COLLEGE WELDING TECH	01-5800	4 students for Yuba College Weld Camp-Final		200.00

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Checks Dated 04/04/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
				Total Number of Checks	13	20,035.24

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	11	11,964.01
11	AdultEducationFund	3	8,185.88
13	CafeteriaSpecialRevenueFund	1	15.12
	Total Number of Checks	13	20,165.01
	Less Unpaid Sales Tax Liability		129.77
	Net (Check Amount)		20,035.24

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), Apr 5 2019 4:09PM

Checks Dated 04/09/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-141645	04/09/2019	Moran, Pamela I	01-5200	Reimb mileage SPED OHS 02/25-3/22/19		34.68
3005-141646	04/09/2019	Schmautz, Robert	01-4300	Reimb supplies every 15 mins.		208.38
3005-141647	04/09/2019	ACCULARM DAN R LEDFORD	01-5620	Billing 04/1-6/30/19 LPHS #CSID 3512		81.00
3005-141648	04/09/2019	ALL METALS PIPE & STEEL SUPPLY	01-4300	Metal and Hardware RDarrach		373.10
3005-141649	04/09/2019	AMERICAN TIME	01-4300	Clock Santos PHS		329.53
3005-141650	04/09/2019	CA Dept of Tax And Fee Admin Motor Carrier Office	01-4361	Jan-Mar2019 Deisel Tax		94.21
3005-141651	04/09/2019	CALCPA	01-5300	SWatts membership renewal # 96297		425.00
3005-141652	04/09/2019	DAY WIRELESS SYSTEMS	01-5900	Apr2019 Billing transp		762.00
3005-141653	04/09/2019	EDUCATIONAL TESTING SERVICE	11-5800	Feb2019 17 State Fee/ 66 test fee PBT OAE		1,325.00
3005-141654	04/09/2019	FASTENAL COMPANY	01-4300	Mar2019 Door closer Jlm PHS	12.33	256.89
3005-141655	04/09/2019	GRAINGER INC	01-4300	Box Cover BCash Cabinet Jim	83.66	
				First aid Kit Jim	254.51	
3005-141656	04/09/2019	HUNT AND SONS INC	01-4361	First aid Kit Russell	143.08	493.58
3005-141657	04/09/2019	JACKSONS GLASS CO	01-5640	Gas 3501/ Diesel 4713		22,744.04
				Mar2019 Services LPHS	192.07	
				Mar2019 Services LPHS Rm# 103	135.08	
3005-141658	04/09/2019	MT SHASTA SPRING WATER CO INC	01-4300	Mar 2019 4x 5 Gal Spring Water DO		327.15
3005-141659	04/09/2019	NORCAL KENWORTH	01-4363	Air Hose Assy transp		32.95
3005-141660	04/09/2019	OROVILLE FORD	01-4363	Heater Hose Connector 38B		28.81
3005-141661	04/09/2019	REFRIGERATION SUPPLIES DISTRIBUTOR	01-4300	Supplies Santos LP	321.17	69.43
				Supplies Santos OHS	418.60	739.77
3005-141662	04/09/2019	SHARP LOCKSMITHING GARAGE DOOR	01-4300	Mar2019 10 padlocks Bret	364.65	
				Mar2019 2 primus Bret	13.94	
				Mar2019 8 keys JBradford	21.45	
				Mar20191 key Maint	17.15	
3005-141663	04/09/2019	STAGE	11-5601	OAE 2019 Graduation Ceremony		417.19
3005-141664	04/09/2019	VOLTAGE SPECIALISTS WILLIAM L BUNCH JR	01-5640	#19-0689 Services LP		545.00
3005-141665	04/09/2019	Jeremy Mireles	01-5800	Reimb AP test OHS		395.00
3005-141666	04/09/2019	Tellechea, Cristina	01-5200	Reimb Mileage, Meals Achievement Gap Conf 3/26-3/28/19		267.00
				Reimb Meals Track Durham 3/29/19		274.18
3005-141667	04/09/2019	Jenkins, Leighton R	01-5200	Reimb Meals Sac 3/19/19		14.00
3005-141668	04/09/2019	Huerta, Anastasio	01-5200	Reimb supplies OHS		14.00
3005-141669	04/09/2019	Munifering, Samantha N	01-4300	Reimb Meals Baseball Sutter 4/4/19		189.81
3005-141670	04/09/2019	Aichele, Sarah L	01-5200	Reimb Meals Track Yuba 3/21/19	22.00	36.00
				Water pump Transp	14.00	263.95
3005-141671	04/09/2019	AZ BUS SALES INC	01-4363			

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Checks Dated 04/09/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
3005-141672	04/09/2019	DAN'S ELECTRICAL SUPPLY	01-4300	Services Santos PHS		62.07
3005-141673	04/09/2019	INDUSTRIAL POWER PRODUCTS	01-4300	Briggs Stratton Engines		1,005.44
3005-141674	04/09/2019	LATITUDES	01-4300	Alum signs Jim Maint		1,319.18
3005-141675	04/09/2019	PERSEUS ASSOCIATES	01-5850	Feb2019 Hosting fee transp	386.00	
				Mar2019 Hosting fee transp	386.00	
				Staple-J1 for 6255 Canon Image Runner	75.40	
3005-141676	04/09/2019	RAY MORGAN COMPANY	01-4300	Adv		
				Staples X1 Equip# 127416	126.56	
			01-5602	IR 6065b Billing #80912 3/17-6/16/19	606.50	
				OHS		
				IR400IF #QLA23086 03/17-6/16/19 &	202.32	
				Usage 12/17/18-03/16/19/18		
				IR6065B Billing 12/17/18-3/16/19 #80912	606.50	
				Ricoh #110330& 110329 3/20-6/19/19 &	2,198.20	
				Usage 12/20/18-3/19/19		
			01-5603	IR400IF #QLA23086 03/17-6/16/19 &	402.66	
				Usage 12/17/18-03/16/19/18		
				IR6065B Usage 12/17/18-3/16/19 #80912	106.70	
				OHS		
				Ricoh #110330& 110329 3/20-6/19/19 &	1,497.61	5,822.45
				Usage 12/20/18-3/19/19		
3005-141677	04/09/2019	US BANK	01-5800	Gen Oblig Bonds 2008 Series 2009A		990.00
				3/1/19-02/29/20		
3005-141678	04/09/2019	US BANK CORPORATE PAYMENT SYSTEM	01-4300	Apr2019 Smart & Final SSmith	119.28	
				Apr2019 Walmart DSpasbo	75.96	
				Mar2019 Ellis Art & Engineering DSpasbo	45.02	
				Mar2019 Oroville Cable & Equip DBriggs	193.56	
			01-5200	Apr2019 AP By The Sea KSimas	795.00	
				Mar2019 Holiday Inn for Diana KSimas	507.35	
				Mar2019 Holiday Inn for JReid KSimas	598.61	
				Mar2019 Holiday Inn for Ramona KSimas	507.35	2,842.13
Total Number of Checks					34	43,554.92

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GeneralFund	32	41,684.92

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Checks Dated 04/09/2019

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
Fund Summary						
Fund	Description	Check Count	Expensed Amount			
11	Adult Education Fund	2	1,870.00			
	Total Number of Checks	34	43,554.92			
	Less Unpaid Sales Tax Liability		.00			
	Net (Check Amount)		43,554.92			

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023 - Oroville Union High School District

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Fund 01 - General Fund Fiscal Year 2018/19 Through April 2019

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
Revenue Detail						
LCFF Revenue Sources						
8011	LCFFStateAid-CurrentYear	14,004,348.00	14,185,262.00	10,815,689.00	3,369,573.00	76.25
8012	EduProtectionAccountSAidCurYr	2,972,556.00	3,199,001.00	2,720,430.00	478,571.00	85.04
8021	Homeowners'Exemptions	108,064.00	107,488.00	16,392.89	91,095.11	15.25
8022	TimberYieldTax	33,610.00	57,254.00	45,949.45	11,304.55	80.26
8029	OtherSubventionsIn-LieuTaxes	3,745.00	2,076.00	2,530.88	454.88-	121.91
8041	SecuredRollTaxes	6,794,326.00	6,424,698.00	3,703,826.15	2,720,871.85	57.65
8042	UnsecuredRollTaxes	415,974.00	362,080.00	424,992.17	62,912.17-	117.38
8043	PriorYearsTaxes	10,993.00	14,529.00	7,768.55	6,760.45	53.47
8044	SupplementalTaxes	90,488.00	99,781.00	44,670.47	55,110.53	44.77
8045	EducationalRevenueAugmentationFund	1,191,385.00-	1,208,420.00-	676,944.32-	531,475.68-	56.02
8047	CommunityRedevelopmentFunds	1,031,311.00	1,046,392.00	393,979.72	652,412.28	37.65
8096	Trans2ChrtSchlnInLieuOfPropTaxes	402,569.00-	383,916.00-	191,045.00-	192,871.00-	49.76
Total LCFF Revenue Sources		23,871,461.00	23,906,225.00	17,308,239.96	6,597,985.04	72.40
Federal Revenue						
8181	SpecialEducation-Entitlement	232,033.00	231,410.00	9,420.32	231,410.00	NO BDGT
8285	InteragencyContractBetweenLEA			993,279.30	621,770.70	61.50
8290	AllOtherFederalRevenue	1,101,312.00	1,615,050.00			
Total Federal Revenue		1,333,345.00	1,846,460.00	1,002,699.62	843,760.38	54.30
Other State Revenues						
8311	OtherStateApportionmentsCurrYr	708,657.00	700,672.00	514,977.00	185,695.00	73.50
8550	MandatedCostReimbursements	796,000.00	398,164.00	299,395.00	98,769.00	75.19
8560	StateLotteryRevenue	400,000.00	392,000.00	114,881.53	277,118.47	29.31
8590	AllOtherStateRevenue	1,259,323.00	1,348,051.00	449,091.00	898,960.00	33.31
Total Other State Revenues		3,163,980.00	2,838,887.00	1,378,344.53	1,460,542.47	48.55
Other Local Revenue						
8650	LeasesandRentals	12,000.00	12,000.00	4,315.70	7,684.30	35.96
8660	Interest	73,000.00	73,000.00	63,636.42	9,363.58	87.17
8677	InteragencySrvcsBetweenLEAs	581,404.00	630,548.00	334,565.83	295,982.17	53.06
8699	AllOtherLocalRevenue	114,164.00	329,903.00	260,786.53	69,116.47	79.05
8792	TransfrApportionmentFrmCntyOffcs	199,959.00	200,365.00	135,199.00	65,166.00	67.48
Total Other Local Revenue		980,527.00	1,245,816.00	798,503.48	447,312.52	64.09
Total Year To Date Revenues		29,349,313.00	29,837,388.00	20,487,787.59	9,349,600.41	68.66

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
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 April 2019

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail							
Certificated Salaries							
1100	Certificated Teachers Salaries	7,535,597.00	7,707,593.00	2,096,624.52	5,606,024.08	4,944.40	72.73
1101	Teacher Sub Pay	237,158.00	255,324.00	1,259.73	167,458.23	86,606.04	65.59
1102	Teacher Extra Pay	379,744.00	387,547.00		168,385.76	219,161.24	43.45
1200	Certificated Pupil Support Salaries	739,759.00	832,173.00	217,465.29	598,163.78	16,543.93	71.88
1202	Pupil Support Extra Pay	15,495.00	17,095.00		16,440.01	654.99	96.17
1300	Certificated Supervisor Administrative Salary	907,018.00	974,116.00	242,666.22	731,451.52	1.74	75.09
1302	Cert Admin Extra Pay				2,000.00	2,000.00	NO BDGT
1902	Other Certificated Extra Pay	3,399.00	3,399.00		2,881.51	517.49	84.78
1999	Payroll Error Clearing			2,013.53		2,013.53	NO BDGT
Total Certificated Salaries		9,818,170.00	10,177,247.00	2,560,029.29	7,292,804.89	324,412.82	71.66
Classified Salaries							
2100	Classified Instructional Salary	764,096.00	795,393.00	211,410.54	595,515.00	11,532.54	74.87
2101	Parade Sub Pay	41,000.00	41,000.00		24,753.76	16,246.24	60.38
2102	Parade Extra Pay	55,000.00	55,000.00		5,367.84	49,632.16	9.76
2200	Classified Support Salaries	1,341,684.00	1,386,264.00	350,144.45	1,051,686.42	15,566.87	75.86
2201	Class Support Sub Pay	110,000.00	133,000.00		84,620.27	48,379.73	63.62
2202	Class Support Extra Pay	76,737.00	76,737.00		69,081.78	7,655.22	90.02
2300	Class Supervisor Administrative Salary	282,314.00	304,654.00	75,788.52	228,865.56	.08	75.12
2400	Clerical Technical Office Staff Salary	983,708.00	1,063,400.00	266,401.38	799,766.66	2,768.04	75.21
2401	Clerical Sub Pay	4,500.00	4,500.00		2,860.88	1,639.12	63.58
2402	Clerical Extra Pay	8,652.00	8,652.00		13,081.91	4,429.91	151.20
2900	Other Classified Salaries	490,492.00	577,235.00	147,247.20	393,776.58	36,211.22	68.22
2901	Other Classified Sub Pay	15,000.00	15,000.00		16,595.55	1,595.55	110.64
2902	Other Classified Extra Pay	6,000.00	7,520.00		125,918.45	118,398.45	1,674.45
Total Classified Salaries		4,179,183.00	4,468,355.00	1,050,992.09	3,411,890.66	5,472.25	76.36
Employee Benefits							
3101	STRS Certificated Positions	2,423,942.00	2,487,445.00	412,578.87	1,162,794.76	912,071.37	46.75
3102	STRS Classified Positions	9,678.00	9,750.00	2,664.21	7,125.86	40.07	73.09
3202	PERS Classified Positions	655,873.00	687,188.00	179,907.29	517,229.65	9,948.94	75.27
3301	OASDI Medicare Alternative Certificated Positions	3,076.00	820.00	29.01	3,996.40	3,205.41	487.37
3302	OASDI Medicare Alternative Classified Positions	243,775.00	261,647.00	61,723.92	197,631.30	2,291.78	75.53
3311	Medicare Certificated	137,403.00	142,603.00	35,706.51	102,032.99	4,863.50	71.55
3312	Medicare Classified	58,459.00	62,690.00	14,675.97	47,967.27	46.76	76.52
3401	Health Welfare Benefits Certificated Positions	2,489,087.00	2,459,538.00	678,253.34	1,781,108.75	175.91	72.42
3402	Health Welfare Benefits Classified Positions	1,143,786.00	1,123,631.00	283,937.53	827,831.06	11,862.41	73.67

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 April 2019

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail (continued)							
Employee Benefits (continued)							
3501	StUnemplmntInsurncCertPositns	11,850.00	12,029.00	1,261.68	5,805.21	4,962.11	48.26
3502	StUnemplmntInsurncClassifidPos	2,018.00	2,160.00	506.45	1,654.87	1.32-	76.61
3601	WCInsuranceCertificatdPositns	228,294.00	241,504.00	60,727.56	173,166.62	7,609.82	71.70
3602	WCCompenstnInsurncClassPositn	97,177.00	105,943.00	24,950.68	81,011.43	19.11-	76.47
3701	OPEBAllocatedCertificatdPositn	459,210.00	452,570.00	123,361.23	351,931.56	22,722.79-	77.76
3702	OPEBAllocatedClassifiedPositn	212,390.00	216,340.00	51,114.50	168,215.54	2,990.04-	77.76
	Total Employee Benefits	8,176,018.00	8,265,858.00	1,931,398.75	5,429,503.27	904,955.98	65.69
Books and Supplies							
4100	ApprvdTxbkCorCurriculaMtrl	204,000.00	349,101.00	418.17	275,507.26	73,175.57	78.92
4200	BooksandOtherReferenceMaterial	400.00	400.00	243.78	22,142.59	21,986.37-	5,535.65
4300	MaterialsandSupplies	777,282.00	1,608,522.00	99,124.91	681,503.24	827,893.85	42.37
4360	TransportationGenSupplies	20,000.00	20,000.00	4,614.81	9,961.05	5,424.14	49.81
4361	TransportationFuel	100,000.00	100,000.00		61,770.55	38,229.45	61.77
4362	TransportationOilGrease	6,000.00	6,000.00		7,887.60	1,887.60-	131.46
4363	TransportationParts	52,000.00	52,000.00	10,000.44	49,744.47	7,744.91-	95.66
4364	TransportationTires	13,000.00	13,000.00		4,618.95	8,381.05	35.53
4400	NoncapitalizedEquipment	4,908.00	71,028.00	22,871.43	193,629.82	145,473.25-	272.61
	Total Books and Supplies	1,177,590.00	2,220,051.00	137,273.54	1,306,765.53	776,011.93	58.86
Services and Other Operating Expenditures							
5200	TravelandConferences	144,593.00	268,252.00	1,952.68	106,166.21	160,133.11	39.58
5300	DuesandMemberships	27,500.00	27,500.00		26,611.56	888.44	96.77
5450	OtherInsurance	196,000.00	195,505.00		195,505.00		100.00
5501	GasElectricity	320,909.00	320,051.00	46,648.39	316,193.80	42,791.19-	98.79
5502	PestControl	4,000.00	4,000.00	3,535.00	2,705.00	2,240.00-	67.63
5503	SewerFees	61,200.00	61,200.00		53,553.42	7,646.58	87.51
5505	Water	64,000.00	64,000.00	6,621.98	56,078.02	1,300.00	87.62
5506	WasteDisposal	47,200.00	47,200.00	15,419.59	31,580.41	200.00	66.91
5601	FacilitiesRent	6,000.00	6,000.00	545.00	12,889.00	7,434.00-	214.82
5602	CopierPostageMeterRents	46,000.00	45,800.00	16,470.58	43,248.68	13,919.26-	94.43
5603	CopierMaintenance	34,005.00	34,005.00	7,319.59	7,743.37	18,942.04	22.77
5620	EquipmentRentalsAndRepairs	105,105.00	404,118.00	782.01	386,890.81	16,445.18	95.74
5630	ComputerMaintenanceRepairs	41,000.00	41,000.00		14,474.01	26,525.99	35.30
5640	BuildingAndSiteRepairs				154,239.71	162,995.29	48.08
5711	VehicleAndBusUse	230,000.00	320,775.00	3,540.00	261.06-	261.06	NO BDGT
5750	TransfersDirectCostsInterfund	5,308.00-	6,308.00-		884.71-	5,423.29-	14.03

Selection

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

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Fund 01 - General Fund

Fiscal Year 2018/19 Through April 2019

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail (continued)							
Services and Other Operating Expenditures (continued)							
5800	ProfConsultngSrvcsandOperExpend	1,179,591.00	1,123,232.00	390,696.46	588,630.65	143,904.89	52.41
5801	LegalFees	65,000.00	65,000.00		59,593.00	5,407.00	91.68
5802	ElectionFees	40,000.00	40,000.00		31,208.09	8,791.91	78.02
5804	PreEmploymentTesting	12,000.00	12,000.00		6,333.83	5,666.17	52.78
5806	Advertising	20,000.00	20,000.00	2,225.00	16,859.48	915.52	84.30
5850	SoftwareMaintenanceAndLicences	229,400.00	249,400.00	83,369.23	238,636.87	72,606.10	95.68
5900	Communications	29,000.00	29,965.00	1,566.34	22,801.99	5,596.67	76.10
	Total Services and Other Operating Expenditures	2,897,195.00	3,372,695.00	580,691.85	2,370,797.14	421,206.01	70.29
Capital Outlay							
6200	BuildingImprovementOfBuildings	83,000.00	181,982.00		88,975.67	93,006.33	48.89
6400	Equipment	162,132.00	258,734.00	30,580.04	235,328.25	7,174.29	90.95
	Total Capital Outlay	245,132.00	440,716.00	30,580.04	324,303.92	85,832.04	73.59
Tuition							
7141	OTutExsCstDfctPmt2DisChntrSch	6,000.00	11,000.00		12,859.00	1,859.00	116.90
7142	OthwutnExcsCstsDfctPy2CntyOff	1,160,768.00	1,275,956.00		624,151.00	651,805.00	48.92
	Total Tuition	1,154,768.00	1,264,956.00	.00	611,292.00	653,664.00	48.33
Transfers of Indirect/direct support costs							
7350	TransIndirectCostsInterfund	80,172.00	75,352.00			75,352.00	
	Total Transfers of Indirect/direct support costs	80,172.00	75,352.00	.00	.00	75,352.00	
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		161,686.43	147,368.57	52.32
	Total Debt Service	318,666.00	318,666.00	.00	171,297.43	147,368.57	53.75
	Total Year To Date Expenditures	27,886,550.00	30,453,192.00	6,290,965.56	20,918,654.84	3,243,571.60	68.69

Object	Description	Adopted Budget	Revised Budget	Actual	Balance	% Used
Other Financing Sources						
Other Financing Sources						
8919	OthrAuthorizIntrFundTrnsfrsIn	24,000.00	24,000.00	5,071.93	18,928.07	21.13
	Total Other Financing Sources	24,000.00	24,000.00	5,071.93	18,928.07	21.13
	Total Year To Date Other Financing Sources	24,000.00	24,000.00	5,071.93	18,928.07	21.13

Selection

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Fund 01 - General Fund		Fiscal Year 2018/19 Through April 2019				
Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance
Other Financing Uses						
Interfund Transfers Out						
7616	From Gen Fund To Cafe Fund	139,428.00	95,395.00			95,395.00
	Total Interfund Transfers Out	139,428.00	95,395.00	.00	.00	95,395.00
	Total Year To Date Other Financing Uses	139,428.00	95,395.00	.00	.00	95,395.00

Fund 01 - General Fund

Fiscal Year 2018/19 Through April 2019

Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
Revenues, Expenditures, and Changes in Fund Balance						
A. Revenues	29,349,313.00	29,837,388.00		20,487,787.59	9,349,600.41	68.66
B. Expenditures	27,886,550.00	30,453,192.00	6,290,965.56	20,918,654.84	3,243,571.60	68.69
C. Subtotal (Revenue LESS Expense)	1,462,763.00	615,804.00-		430,867.25-	6,106,028.81	
D. Other Financing Sources and Uses	24,000.00	24,000.00		5,071.93	18,928.07	21.13
Sources	139,428.00	95,395.00			95,395.00	
LESS Uses						
E. Net Change in Fund Balance	1,347,335.00	687,199.00-		425,795.32-	6,029,561.88	
F. Fund Balance:						
Beginning Balance (9791)						
Audit Adjustments (9793)	5,176,448.00	5,553,790.00		5,553,790.07		
Other Restatements (9795)						
Adjusted Beginning Balance	5,176,448.00	5,553,790.00		5,553,790.07		
G. Calculated Ending Balance	6,523,783.00	4,866,591.00		5,127,994.75		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesign/Unappropri (9790)	6,523,783.00	4,866,591.00				
Other				6,290,965.56		

Fund 11 - Adult Education Fund

Fiscal Year 2018/19 Through April 2019

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
Revenue Detail						
Federal Revenue						
8290	All Other Federal Revenue	86,830.00	87,101.00		87,101.00	
	Total Federal Revenue	86,830.00	87,101.00	.00	87,101.00	
Other State Revenues						
8590	All Other State Revenue	.00	62,713.00	62,713.00	.00	100.00
	Total Other State Revenues		62,713.00	62,713.00	.00	100.00
Other Local Revenue						
8660	Interest	6,622.00	6,622.00	10,523.59	3,901.59	158.92
8671	Adult Education Fees	129,219.00	129,219.00	163,913.41	34,694.41	126.85
8677	Interagency Svcs Between LEAs	1,123,938.00	1,123,938.00	841,978.50	281,959.50	74.91
8699	All Other Local Revenue	500.00	17,613.00	40,128.30	22,515.30	227.83
	Total Other Local Revenue	1,260,279.00	1,277,392.00	1,056,543.80	220,848.20	82.71
	Total Year To Date Revenues	1,347,109.00	1,427,206.00	1,119,256.80	307,949.20	78.42

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail							
Certificated Salaries							
1100	Certificated Teachers Salaries	438,463.00	433,294.00		296,703.84	136,590.16	68.48
1101	Teacher Sub Pay				4,545.38	4,545.38	NO BDGT
1300	Critifcd Suprvsr Admnstr Srly	61,717.00	66,595.00	16,652.10	50,177.44	234.54	75.35
	Total Certificated Salaries	500,180.00	499,889.00	16,652.10	351,426.66	131,810.24	70.30
Classified Salaries							
2100	Classified Instructional Salary	40,108.00	43,006.00	11,281.11	31,682.29	42.60	73.67
2101	Para Ed Sub Pay				74.76	74.76	NO BDGT
2102	Para Ed Extra Pay				512.64	512.64	NO BDGT
2200	Classified Support Salaries	20,295.00	28,482.00	7,026.42	21,304.61	150.97	74.80
2201	Class Support Sub Pay				1,725.35	1,725.35	NO BDGT
2202	Class Support Extra Pay				50.00	50.00	NO BDGT
2400	Clericl Technicl Offic Staff Srlys	119,002.00	130,125.00	31,708.80	99,270.10	853.90	76.29
2900	Other Classified Salaries	51,148.00	53,741.00	11,572.35	45,030.95	2,862.30	83.79
	Total Classified Salaries	230,553.00	255,354.00	61,588.68	199,650.70	5,885.38	78.19
Employee Benefits							
3101	STRSCertificated Positions	81,294.00	81,241.00	2,675.16	56,779.77	21,786.07	69.89
3102	STRSCertificated Positions	1,605.00	1,605.00		653.30	951.70	40.70

Selection

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Fund 11 - Adult Education Fund

Fiscal Year 2018/19 Through April 2019

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail (continued)							
Employee Benefits (continued)							
3202	PERSClassifiedPositions	39,122.00	43,662.00	11,047.26	31,783.45	831.29	72.79
3301	OASDIMedcrAltrmtvCertfcPositns	27,185.00	24,472.00		89.29	24,382.71	0.36
3302	OASDIMedcrAltrmtvClasPosition	13,941.00	15,276.00	3,655.59	11,503.18	117.23	75.30
3311	MedicareCertificated	7,252.00	7,249.00	234.61	5,039.51	1,974.88	69.52
3312	MedicareClassified	3,261.00	3,573.00	854.91	2,804.76	86.67-	78.50
3401	HlthWlfrBenefitsCertificdPositn	188,729.00	186,464.00	45,764.01	118,481.50	22,218.49	63.54
3402	HlthWlfrBenefitClasfidPositn	71,522.00	74,808.00	19,616.34	55,213.58	21.92-	73.81
3501	StUnemplmntInsurncCertPositns	295.00	295.00	8.08	174.75	112.17	59.24
3502	StUnemplmntInsurncClasfidPos	134.00	145.00	29.46	96.58	18.96	66.61
3601	WInsuranceCertificatdPositns	11,630.00	11,845.00	395.31	8,361.84	3,087.85	70.59
3602	WCCompensnInsurncClassPositn	5,360.00	6,039.00	1,462.05	4,739.69	162.74-	78.48
3701	OPEBAllocatedCertificatdPositn	25,609.00	24,311.00	810.96	17,123.88	6,376.16	70.44
3702	OPEBAllocatedClassifiedPositn	11,804.00	12,493.00	2,999.46	9,722.96	229.42-	77.83
Total Employee Benefits		488,743.00	493,478.00	89,553.20	322,568.04	81,356.76	65.37
Books and Supplies							
4100	ApprvdTxbookCorCurriculaMterl				9,071.96	9,071.96-	NO BDGT
4200	BooksandOtherReferenceMaterial				1,882.09	1,882.09-	NO BDGT
4300	MaterialsandSupplies	17,912.00	28,228.00	162.69	8,248.73	19,817.58	29.22
4400	NoncapitalizedEquipment	14,000.00	14,000.00		5,361.02	8,638.98	38.29
Total Books and Supplies		31,912.00	42,229.00	162.69	24,563.80	17,502.51	58.17
Services and Other Operating Expenditures							
5200	TravelandConferences	5,000.00	5,000.00		6,619.43	1,619.43-	132.39
5300	DuesandMemberships	2,000.00	2,000.00		2,602.00	602.00-	130.10
5501	GasElectricity	24,000.00	23,935.00	1,072.68	13,508.60	9,353.72	56.44
5502	PestControl	500.00		165.00	495.00	660.00-	NO BDGT
5503	SewerFees	1,500.00			1,274.76	1,274.76-	NO BDGT
5505	Water	2,500.00		605.18	2,394.82	3,000.00-	NO BDGT
5506	WasteDisposal	2,500.00		884.66	1,815.34	2,700.00-	NO BDGT
5601	FacilitiesRent	54,000.00	54,000.00	14,845.00	44,000.00	4,845.00-	81.48
5602	CopierPostageMeterRents	1,000.00	1,000.00		190.65	809.35	19.07
5603	CopierMaintenance	3,000.00	3,000.00		6,391.57	3,391.57-	213.05
5620	EquipmentRentalsAndRepairs				551.44	551.44-	NO BDGT
5630	ComputerMaintenanceRepairs				297.50	297.50-	NO BDGT
5640	BuildingAndSiteRepairs	3,500.00	3,500.00	7,806.00	7,963.00	12,269.00-	227.51
5750	TransfersDirectCostsInterfund	3,308.00	3,308.00		967.50	2,340.50	29.25

Selection

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Fund 11 - Adult Education Fund

Fiscal Year 2018/19 Through April 2019

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail (continued)							
Services and Other Operating Expenditures (continued)							
5800	ProfConsultngSrvcsandOperExpnd	4,726.00	67,000.00	2,965.00	77,780.09	13,745.09-	116.09
5804	PreEmploymentTesting		9,500.00		3,993.50	5,506.50	42.04
5806	Advertising	40,000.00	40,000.00		26,142.18	13,857.82	65.36
5850	SoftwareMaintenanceAndLicences	52,500.00	12,500.00		24,606.40	12,106.40-	196.85
5900	Communications	5,000.00	2,500.00	3,364.50	23,072.14	23,936.64-	922.89
	Total Services and Other Operating Expenditures	205,034.00	227,243.00	31,708.02	244,665.92	49,130.94-	107.67
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							
7350	TransIndirectCostsInterfund	47,708.00	44,970.00			44,970.00	
	Total Transfers of Indirect/direct support costs	47,708.00	44,970.00	.00	.00	44,970.00	
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	1,678,003.00	199,664.89	1,227,715.12	250,623.19	73.17

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 - Adult Education Fund

Fiscal Year 2018/19 Through April 2019

Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
Revenues, Expenditures, and Changes in Fund Balance						
A. Revenues	1,347,109.00	1,427,206.00		1,119,256.80	307,949.20	78.42
B. Expenditures	1,618,970.00	1,678,003.00	199,664.69	1,227,715.12	250,623.19	73.17
C. Subtotal (Revenue LESS Expense)	271,861.00-	250,797.00-		108,458.32-	57,326.01	
D. Other Financing Sources and Uses						
Sources						
LESS Uses	15,000.00	15,000.00			15,000.00	
E. Net Change in Fund Balance	286,861.00-	265,797.00-		108,458.32-	42,326.01	
F. Fund Balance:						
Beginning Balance (9791)						
Audit Adjustments (9793)	1,327,559.00	1,172,229.00		1,172,229.34		
Other Restatements (9795)						
Adjusted Beginning Balance	1,327,559.00	1,172,229.00		1,172,229.34		
G. Calculated Ending Balance	1,040,698.00	906,432.00		1,063,771.02		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)	1,040,698.00	906,432.00				
Other				199,664.69		

Fund 13 - CafeteriaSpecialRevenueFund

Fiscal Year 2018/19 Through April 2019

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
Revenue Detail						
Federal Revenue						
8220	ChildNutritionPrograms	740,000.00	685,000.00	384,115.93	300,884.07	56.08
	Total Federal Revenue	740,000.00	685,000.00	384,115.93	300,884.07	56.08
Other State Revenues						
8520	ChildNutrition	63,000.00	95,000.00	39,868.32	55,131.68	41.97
	Total Other State Revenues	63,000.00	95,000.00	39,868.32	55,131.68	41.97
Other Local Revenue						
8634	FoodServiceSales	92,000.00	114,000.00	64,983.85	49,016.15	57.00
8660	Interest	1,000.00-	500.00-	188.03-	311.97-	37.61
8699	AllOtherLocalRevenue	1,000.00	1,000.00	224.08	775.92	22.41
	Total Other Local Revenue	92,000.00	114,500.00	65,019.90	49,480.10	56.79
	Total Year To Date Revenues	895,000.00	894,500.00	489,004.15	405,495.85	54.67

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail							
Classified Salaries							
2200	ClassifiedSupportSalaries	203,077.00	217,053.00	59,122.65	158,728.14	797.79-	73.13
2201	ClassSupportSubPay	14,098.00	14,098.00		13,511.77	586.23	95.84
2202	ClassSupportExtraPay	12,521.00	12,521.00		8,989.42	3,531.58	71.79
2300	ClassSuprvsrAdministratorsSlry	50,616.00	54,610.00	14,893.53	40,522.17	805.70-	74.20
2400	ClericTechniclOfficStaffSlrys	19,899.00	21,512.00	5,784.48	15,727.75	.23-	73.11
	Total Classified Salaries	300,211.00	319,794.00	79,800.66	237,479.25	2,514.09	74.26
Employee Benefits							
3202	PERSClassifiedPositions	46,060.00	47,605.00	12,993.48	34,628.60	17.08-	72.74
3302	OASDIMedicrAltrmtvClasPosition	17,909.00	20,872.00	4,750.38	14,025.73	2,095.89	67.20
3312	MedicareClassified	4,188.00	4,881.00	1,111.05	3,329.20	440.75	68.21
3402	HlthWlfarBenefitClasfIdPositn	72,000.00	70,919.00	19,636.32	52,363.68	1,081.00-	73.84
3502	SlUnemplymntInsrncCClassfIdPos	144.00	168.00	38.34	114.74	14.92	68.30
3602	WCCompenstnInsrncCClassPositn	6,981.00	7,577.00	1,894.41	5,637.88	44.71	74.41
3702	OPEBAlocatedClassifiedPositin	15,371.00	15,597.00	3,886.29	11,560.76	149.95	74.12
	Total Employee Benefits	162,653.00	167,619.00	44,310.27	121,660.59	1,648.14	72.58
Books and Supplies							
4300	MaterialsandSupplies	30,000.00	25,000.00	7,822.69	14,035.07	3,142.24	56.14
4302	SuppersProgNonFood				383.80	383.80-	NO BDGT

Selection

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

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

ESCAPE

ONLINE

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Fund 13 - CafeteriaSpecialRevenueFund

Fiscal Year 2018/19 Through April 2019

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail (continued)							
Books and Supplies (continued)							
4400	NoncapitalizedEquipment	12,000.00	8,000.00			8,000.00	
4700	Food	476,000.00	415,000.00	108,624.67	249,714.14	56,661.19	60.17
4701	VendingFood			12,480.98	8,373.64	20,854.62-	NO BDGT
4702	SuppersProgFood			4,039.18	11,373.34	15,412.52-	NO BDGT
	Total Books and Supplies	518,000.00	448,000.00	132,967.52	283,879.99	31,152.49	63.37
Services and Other Operating Expenditures							
5200	TravelandConferences	4,000.00	4,000.00		1,681.97	2,318.03	42.05
5300	DuesandMemberships	500.00	500.00		375.17	124.83	75.03
5620	EquipmentRentalsAndRepairs	2,000.00	2,000.00		3,942.90	1,942.90-	197.15
5750	TransfersDirectCostsInterfund	2,000.00	3,000.00		82.79-	3,082.79	-2.76
5800	ProfConsultingSrvcsandOperExpnd	3,500.00	3,000.00		2,527.11	472.89	84.24
5804	PreEmploymentTesting	2,000.00	3,500.00		1,478.50	2,021.50	42.24
5806	Advertising	600.00	600.00			600.00	
5850	SoftwareMaintenanceAndLicences	6,000.00	7,000.00		6,388.25	611.75	91.26
5900	Communications	500.00	500.00		153.80	346.20	30.76
	Total Services and Other Operating Expenditures	21,100.00	24,100.00	.00	16,464.91	7,635.09	68.32
Transfers of Indirect/direct support costs							
7350	TransIndirectCostsInterfund	32,464.00	30,382.00			30,382.00	
	Total Transfers of Indirect/direct support costs	32,464.00	30,382.00	.00	.00	30,382.00	
	Total Year To Date Expenditures	1,034,428.00	989,895.00	257,078.45	659,484.74	73,331.81	66.62

Object	Description	Adopted Budget	Revised Budget	Actual	Balance	% Used
Other Financing Sources						
Other Financing Sources						
8916	ToCafeFundFromGenFund	139,428.00	95,395.00		95,395.00	
	Total Other Financing Sources	139,428.00	95,395.00	.00	95,395.00	
	Total Year To Date Other Financing Sources	139,428.00	95,395.00	.00	95,395.00	

Selection

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

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

ESCAPE

ONLINE

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Fund 13 - CafeteriaSpecialRevenueFund Fiscal Year 2018/19 Through April 2019

Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
Revenues, Expenditures, and Changes in Fund Balance						
A. Revenues	895,000.00	894,500.00		489,004.15	405,495.85	54.67
B. Expenditures	1,034,428.00	989,895.00	257,078.45	659,484.74	73,331.81	66.62
C. Subtotal (Revenue LESS Expense)	139,428.00-	95,395.00-		170,480.59-	332,164.04	
D. Other Financing Sources and Uses	139,428.00	95,395.00			95,395.00	
Sources						
LESS Uses						
E. Net Change in Fund Balance	.00	.00		170,480.59-	427,559.04	
F. Fund Balance:						
Beginning Balance (9791)						
Audit Adjustments (9793)						
Other Restatements (9795)						
Adjusted Beginning Balance						
G. Calculated Ending Balance	.00	.00		170,480.59-		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesign/Unapprop (9790)				257,078.45		
Other						

Fund 25 - Capital Facilities Fund

Fiscal Year 2018/19 Through April 2019

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
Revenue Detail						
Other Local Revenue						
8625	ComRdvlpmntFndNotSubjct2LCFFDd	75,000.00	75,000.00	67,650.79	7,349.21	90.20
8660	Interest	4,500.00	4,500.00	6,507.53	2,007.53-	144.61
8681	Mitigation/DeveloperFees	135,000.00	135,000.00	182,245.97	47,245.97-	135.00
8699	AllOtherLocalRevenue			600.00	600.00-	NO BDGT
	Total Other Local Revenue	214,500.00	214,500.00	257,004.29	42,504.29-	119.82
	Total Year To Date Revenues	214,500.00	214,500.00	257,004.29	42,504.29-	119.82

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail							
Services and Other Operating Expenditures							
5806	Advertising		500.00		456.00	44.00	91.20
	Total Services and Other Operating Expenditures	.00	500.00	.00	456.00	44.00	91.20
	Total Year To Date Expenditures	.00	500.00	.00	456.00	44.00	91.20

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Other Financing Uses							
Interfund Transfers Out							
7619	OthrAuthrizdInterFndTrnsfrsOut	9,000.00	9,000.00		5,071.93	3,928.07	56.35
	Total Interfund Transfers Out	9,000.00	9,000.00	.00	5,071.93	3,928.07	56.35
	Total Year To Date Other Financing Uses	9,000.00	9,000.00	.00	5,071.93	3,928.07	56.35

Fund 25 - Capital Facilities Fund Fiscal Year 2018/19 Through April 2019

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		257,004.29	42,504.29-	119.82
B. Expenditures		500.00		456.00	44.00	91.20
C. Subtotal (Revenue LESS Expense)	214,500.00	214,000.00		256,548.29	42,548.29-	
D. Other Financing Sources and Uses						
Sources	9,000.00	9,000.00		5,071.93	3,928.07	56.35
LESS Uses						
E. Net Change in Fund Balance	205,500.00	205,000.00		251,476.36	46,476.36-	
F. Fund Balance:						
Beginning Balance (9791)						
Audit Adjustments (9793)	611,815.00	663,121.00		663,091.20		
Other Restatements (9795)						
Adjusted Beginning Balance	611,815.00	663,121.00		663,091.20		
G. Calculated Ending Balance	817,315.00	868,121.00		914,567.56		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesign/Unapprop (9790)	817,315.00	868,121.00				
Other						

Fund 51 - Bond Interest and Redemption Fund

Fiscal Year 2018/19 Through April 2019

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
Revenue Detail						
Other State Revenues						
8571	VotdIndbtdnesLevHmownrExmptn	19,000.00	19,000.00	5,963.69	13,036.31	31.39
8572	VtdIndbtdnesLevOtrSbvnthnsInLuTx	5,500.00	5,500.00	3,903.32	1,596.68	70.97
	Total Other State Revenues	24,500.00	24,500.00	9,867.01	14,632.99	40.27
Other Local Revenue						
8611	VotedIndebtdnesLevieSecurdRol	1,240,000.00	1,240,000.00	1,023,006.55	216,993.45	82.50
8612	VotdIndebtdnesLevieUnscurdRol	93,000.00	93,000.00	69,292.73	23,707.27	74.51
8613	VotdIndebtdnesLeviePnYrTaxes	3,000.00	3,000.00	2,719.75	280.25	90.66
8614	VotdIndbtdnesLevieSuplmtntTaxe	15,000.00	15,000.00	8,285.41	6,714.59	55.24
8660	Interest	15,000.00	15,000.00	11,109.36	3,890.64	74.06
	Total Other Local Revenue	1,366,000.00	1,366,000.00	1,114,413.80	251,586.20	81.58
	Total Year To Date Revenues	1,390,500.00	1,390,500.00	1,124,280.81	266,219.19	80.85

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail							
Debt Service							
7433	Bond Redemptions	1,300,000.00	1,300,000.00		1,300,000.00		100.00
7434	Bond Interest Other Service Charge	347,879.00	347,879.00		347,879.25	.25-	100.00
	Total Debt Service	1,647,879.00	1,647,879.00	.00	1,647,879.25	.25-	100.00
	Total Year To Date Expenditures	1,647,879.00	1,647,879.00	.00	1,647,879.25	.25-	100.00

Fund 51 - BondInterestandRedemptionFund

Fiscal Year 2018/19 Through April 2019

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		1,124,280.81	266,219.19	80.85
B. Expenditures	1,647,879.00	1,647,879.00		1,647,879.25	.25-	100.00
C. Subtotal (Revenue LESS Expense)						
D. Other Financing Sources and Uses						
Sources	257,379.00-	257,379.00-		523,598.44-	266,219.44	
LESS Uses						
E. Net Change in Fund Balance	257,379.00-	257,379.00-		523,598.44-	266,219.44	
F. Fund Balance:						
Beginning Balance (9791)						
Audit Adjustments (9793)	2,328,706.00	2,124,629.00		2,124,628.29		
Other Restatements (9795)						
Adjusted Beginning Balance	2,328,706.00	2,124,629.00		2,124,628.29		
G. Calculated Ending Balance	2,071,327.00	1,867,250.00		1,601,029.85		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)	2,071,327.00	1,867,250.00				
Other						

Fund 73 - FoundationPrivPurposeTrustFund

Fiscal Year 2018/19 Through April 2019

Object	Description	Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
Revenue Detail						
Other Local Revenue						
8660	Interest	20,000.00	20,000.00	19,601.48	398.52	98.01
8699	AllOtherLocalRevenue	23,000.00	23,000.00	33,487.28	10,487.28-	145.60
	Total Other Local Revenue	43,000.00	43,000.00	53,088.76	10,088.76-	123.46
	Total Year To Date Revenues	43,000.00	43,000.00	53,088.76	10,088.76-	123.46

Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure Detail							
Services and Other Operating Expenditures							
5800	ProfConsultngSrvcsandOperExpnd	43,000.00	43,000.00		66,923.50	23,923.50-	155.64
	Total Services and Other Operating Expenditures	43,000.00	43,000.00	.00	66,923.50	23,923.50-	155.64
	Total Year To Date Expenditures	43,000.00	43,000.00	.00	66,923.50	23,923.50-	155.64

Fund 73 - FoundationPrivPurposeTrustFund

Fiscal Year 2018/19 Through April 2019

Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
Revenues, Expenditures, and Changes in Fund Balance						
A. Revenues	43,000.00	43,000.00		53,088.76	10,088.76-	123.46
B. Expenditures	43,000.00	43,000.00		66,923.50	23,923.50-	155.64
C. Subtotal (Revenue LESS Expense)						
D. Other Financing Sources and Uses						
Sources	.00	.00		13,834.74-	13,834.74	
LESS Uses						
E. Net Change in Fund Balance	.00	.00		13,834.74-	13,834.74	
F. Fund Balance:						
Beginning Balance (9791)	1,473,660.00	1,436,688.00		1,436,687.70		
Audit Adjustments (9793)						
Other Restatements (9795)						
Adjusted Beginning Balance	1,473,660.00	1,436,688.00		1,436,687.70		
G. Calculated Ending Balance	1,473,660.00	1,436,688.00		1,422,852.96		
*Components of Ending Fund Balance						
Legally Restricted (9740)						
Other Designations (9780)						
Undesig/Unapprop (9790)	1,473,660.00	1,436,688.00				
Other						

Oroville Union High School District
18-19 Scholarship Donations
for Board Approval

Deposit Date	Scholarship Fund:	Donated by:	Amount
1st Quarter			
07/03/18	Dave Bruce Hall of Fame	Al Hottinger	\$183.02
07/25/18	Kiwanis Club of Oroville	Kiwanis Club of Oroville	3,500.00
07/25/18	OHS Athletic Scholarship	Oroville Athletic Boosters	500.00
08/03/18	Dave Bruce Hall of Fame	Col. FL & Shirley Jones	150.00
09/07/18	Dave Bruce Hall of Fame	Al Hottinger	172.25
09/07/18	Dave Bruce Hall of Fame	Oroville Hospital	500.00
09/07/18	Dave Bruce Hall of Fame	Michael Ramsey	500.00
09/07/18	Dave Bruce Hall of Fame	JD Frank	160.00
09/28/18	Dave Bruce Hall of Fame	Pat Fore	240.00
			<hr/> \$5,905.27
2nd Quarter			
10/05/18	Dave Bruce Hall of Fame	OASIS	1,740.00
10/24/18	Fraternal Ordger of Eagles	Fraternal order of Eagles	250.00
11/02/18	Dave Bruce Hall of Fame	Oro High Scholarship Fund	35.00
11/02/18	Del Whittier Memorial	Beverly Whittier	20,000.00
11/30/18	Del Whittier Memorial	Beverly Whittier	200.00
12/13/18	Dave Bruce Hall of Fame	Al Hottinger	238.01
			<hr/> \$22,463.01
3rd Quarter			
01/18/19	Del Whittier Memorial	Beverly Whittier	\$100.00
02/01/19	Ella Sligar Memorial	Linda Phillips	250.00
02/01/19	Ella Sligar Memorial	George Sligar	500.00
02/08/19	Del Whittier Memorial	Bev Whittier	200.00
02/08/19	Dave Bruce Hall of Fame	Perry & Julie Reniff	100.00
02/08/19	Dave Bruce Hall of Fame	JD & Susan Frank	100.00
02/08/19	Dave Bruce Hall of Fame	Barbara Little	100.00
02/08/19	Dave Bruce Hall of Fame	Nancy Negri	150.00
02/08/19	Dave Bruce Hall of Fame	Lester & Patricia LaRose	200.00
02/08/19	Dave Bruce Hall of Fame	John & Helen Cannon	500.00
02/13/19	Dave Bruce Hall of Fame	WD & Sheryl Brereton	50.00
02/13/19	Dave Bruce Hall of Fame	Judy McInturf	50.00
02/13/19	Dave Bruce Hall of Fame	Tom & Diana Aldridge	100.00
02/13/19	Dave Bruce Hall of Fame	William & Nancy Gilbert	100.00
02/13/19	Dave Bruce Hall of Fame	Raymond Sehorn	500.00
02/13/19	Dave Bruce Hall of Fame	Remo & Helen Ferretti	500.00
02/13/19	Dave Bruce Hall of Fame	Mona Lisa	100.00
02/26/19	Dave Bruce Hall of Fame	Sem Gee	100.00
02/26/19	Dave Bruce Hall of Fame	Rotary Club	100.00
02/26/19	John Johnson Memorial	Chevron Employee Match	494.00
02/26/19	Wise Memorial Scholarship	Donald & Sandra Wise	400.00
03/12/19	Dave Bruce Hall of Fame	Lynnrich / Taco Bell	100.00
03/12/19	Dave Bruce Hall of Fame	Paula Blaney	100.00
03/12/19	Dave Bruce Hall of Fame	Shirley Schmidt & Robert White	100.00
03/12/19	Dave Bruce Hall of Fame	Charles & Merrilee Johnson	100.00
03/15/19	Dave Bruce Hall of Fame	Kathleen Heinzinger	25.00
03/25/19	Dave Bruce Hall of Fame	Amy Pham DDS	100.00
03/25/19	Dave Bruce Hall of Fame	Oroville Gentle Dentistry	100.00
03/25/19	Dave Bruce Hall of Fame	Al Hottinger	181.09
03/29/19	Dave Bruce Hall of Fame	Roberta Rahlfs Alleman	100.00
03/29/19	Dave Bruce Hall of Fame	Glenn & Janet Hughes	100.00
			<hr/> \$5,700.09

4th Quarter

Oroville Union High School District
18-19 Scholarship Donations
for Board Approval

Deposit Date	Scholarship Fund:	Donated by:	Amount
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\$0.00

Total YTD

\$34,068.37

Oroville Union High School District

Memorandum

TO: Board of Trustees
FROM: Dr. Corey Willenberg
DATE: April 8, 2019
SUBJECT: Acceptance of Donations to the Hall of Fame

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

Operating Fund

Better Deal Exchange	\$100
B.R.O.N.C.	\$100
Century 21 Bidwell Realty	\$100
John R. Johnson Family	\$200
Shakey's Pizza Parlor	\$100

Scholarship Fund

Roberta Rahlfs Alleman*	\$100
DeAir Company, Inc.	\$100
Al Hottinger (recyclables)	\$181.09
Glenn & Janet Hughes*	\$100
Oroville Gentle Dentistry	\$100
ProDental	\$100

*In memory of Charlene Sehorn

Las Plumas High School Memorandum



DATE: April 8, 2019
TO: Dr. Corey Willenberg and Members of the Board of Trustees
FROM: Daniel Ramos, Jr., Principal
SUBJECT: Donation to Soccer Program

Mr. and Mrs. Wallace Coon has generously given a donation in the amount of \$500.00 to the Las Plumas Boys Soccer Program. I request the board approve this donation.

Las Plumas High School Memorandum



DATE: April 8, 2019

TO: Dr. Corey Willenberg and Members of the Board of Trustees

FROM: Daniel Ramos, Jr., Principal 

SUBJECT: Donation to Las Plumas High School Boys Basketball - Joseph Hurte

Your Cause, LLC Trustee for PG&E Company/ Employee Giving, Joseph Hurte, has donated \$672.00 to the Las Plumas Boys Basketball Fund, through check #1110145534. I request the board approve this donation.

Las Plumas High School

2380 Las Plumas Ave.

Oroville, CA 95966

(530) 538-2310



March 21, 2019

To Whom It May Concern;

Las Plumas ASB, Class of 2020 will be utilizing Cary Yasuhara for DJ Services at the Junior, Senior Prom to be held in May. We are paying Cary Yasuhara \$750 for services provided on May 11, 2019 between the hours of 7pm-11pm. The expenditure was approved by ASB at their regular meeting on March 21, 2019.

Regards,

A handwritten signature in cursive script that reads 'Melody Finwick'.

Melody Finwick
ASB Student Accounts
530-538-2310 ex 2204
mfinwick@ouhsd.net

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

CONTRACTOR FULL NAME	Cary Yasuhara
TAX I.D. NUMBER	579-96-7119
SITE/DEPARTMENT	Las Plumas Class of 2020
SUBMITTED BY	Cary Yasuhara
SIGNATURE	
<i>SIGNATURE FROM BUDGET CONTROL ADMINISTRATOR:</i>	
BOARD APPROVAL DATE	
REQ (P.O.) NUMBER	
BUDGET CODE	
AGREEMENT TOTAL AMOUNT	\$750
DESCRIPTION OF SERVICE	DJ services for Las Plumas Prom
TERM OF AGREEMENT	Sat - May 11th 7pm - 11pm

Assistant Superintendent of Business

Date

Received By:

Certificate of Insurance
Expiration Date

☐ Yes ☐ No

Auto Insurance
Expiration Date

☐ Yes ☐ No

DO NOT INCLUDE THIS SHEET WITH FINAL EXECUTED CONTRACT TO CONTRACTOR

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

This Independent Contractor Agreement for Services ("Agreement") is made as of May 11th, 2018, between the Las Plumas Class of 2020 ("District") and Cary Yasunara ("Contractor") (together, "Parties").

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

- 1. Services.** The Contractor shall furnish to the District DJ services, including the location where services be provided, as described in Exhibit "A," attached hereto and incorporated herein by this reference ("Services").
- 2. Term** Contractor shall commence providing Services under this Agreement upon execution of the Agreement by both parties, and approval or ratification of District's governing board, through May 12th, 2018. Should Contractor begin performing Services in advance of receiving notice that this Agreement is approved, any Services so performed in advance of the approval date may be considered as having been done at the Contractor's risk, as a volunteer unless Agreement is so approved or ratified.
- 3. Compensation.** District compensation to the Contractor shall not exceed \$750, inclusive of any costs or expenses paid or incurred by Contractor in performing the Services, without the express approval of the Board. Payment shall be made for all undisputed amounts within thirty (30) days after the Contractor submits a detailed invoice to the District's Accounts Payable Department for services actually performed. Invoices must reference corresponding Purchase Order number.
- 4. Equipment and Materials.** Contractor shall furnish, at his/her own expense, all tools, labor, materials, equipment, supplies, transportation services and any other items (collectively, "Equipment") necessary to complete the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor's agents, personnel, employee(s), and/or subcontractor(s) ("Contractor Parties"), even if such Equipment is furnished, rented or loaned to Contractor or Contractor Parties by District. All original curricular materials provided in conjunction with Contractor services must be authorized for use by the District only and remain exclusively the intellectual property of the authors.

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

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

13.Termination.

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

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

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

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

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

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

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

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

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

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

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

15.4. Other Insurance Provisions:

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

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

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

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

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

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

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

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

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

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

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

employees, subcontractors, agents, and employees or agents of Contractor Parties regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor. Verification of compliance with this section and the Criminal Background Investigation Certification that may be required with this Agreement, shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student. If Contractor is a sole proprietor, and, at a future time, it is determined that Contractor will have contact with any pupils, Contractor and all of the Contractor Parties must agree to allow the District to process and submit background checks and fingerprinting, as required by Education Code section 42125.1(k), under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints must reveal that Contractor and none of the Contractor Parties, if any, have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code. No Services shall commence until such determinations by DOJ and FBI have been made.

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

District

Oroville Union High School District
2211 Washington Ave.
Oroville, Ca 95966
Fax: (530) 538-2308

Contractor

Cary Yasunara

PO BOX 1736

Oroville, CA 95965

530-570-4498

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

- 20. Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

- 21. No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

- 22. Integration; Entire Agreement of Parties; Amendments.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. This agreement is not valid until approved/ratified by the Oroville Union High School District Board of Education. Services shall not be rendered until Agreement is approved.

- 23. Governing Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Butte County, California.

- 24. Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute in good

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

25. Attorney Fees; Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

26. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

27. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

28. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

29. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date Indicated below.

OROVILLE UNION HIGH SCHOOL DISTRICT

[CONTRACTOR]

Date: 3/15, 2016

Date: March 15th, 20

Signature: Susan Watts

Signature: [Signature]

Print Name: ~~3/15/20~~ Susan Watts

Print Name: Gary Yasunara

Information regarding Contractor:

License No.: _____

Address: PO Box 1736
Oroville, CA 95965

Telephone: 530-570-4498

Facsimile: _____

E-Mail: tnirdievelpro@aol.com

Contractor's state of residence: CA

States In which Contractor
is licensed to do business: _____

Type of Business Entity:
☒ Individual
☐ Sole Proprietorship
☐ Partnership
☐ Limited Partnership
☐ Corporation, State: _____
☐ Limited Liability Company
☐ Other: _____

579-96-7119 :

Employer Identification and/or Social
Security Number

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

Exhibit A
Scope of Services

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

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

Check only one of the boxes below.

☐ I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services of this Contract.	☒ I do not employ anyone in the manner subject to the workers' compensation laws of California.
--	---

3/14/19

Date: _____

Cary Yasuhara

Name of Contractor: _____

Cary Yasuhara - Owner

Representative's Name and Title: _____

Signature: _____

(In accordance with Article 5 - commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Contract.)

TUBERCULOSIS CLEARANCE

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

I am a representative of the Contractor currently entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor. Contractor's responsibility for tuberculosis ("TB") clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Contractor certifies that at least one of the following items applies to the Services that are the subject of the Agreement:

☐ The Contractor ensures that any person providing any portion of the Services with **more than limited contact** with District students (as determined by the District) has, at no cost to the District, completed a TB risk assessment within the past 60 days, and, if risk factors are identified, has received a TB test in compliance with the requirements of Education Code section 49406. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto; and/or

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

3/14/19

Date: _____

Cary Yasuhara

Name of Contractor: _____

Cary Yasuhara - Owner

Representative's Name and Title: _____

Signature: _____



CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

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

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

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

[Attach and sign additional pages, as needed.]

☐ If Contractor is not a Sole Proprietor, all of the Contractor Parties noted above, at no cost to District, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice ("DOJ") and the Federal Bureau of Investigation ("FBI"), and the results of those background checks and fingerprints reveal that none of these Contractor Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code; **OR**

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

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

Date: _____

District Representative's Name and Title: _____

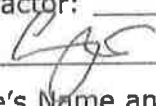
District Representative's Signature: _____

No Services shall commence until such determinations by DOJ and FBI has been made. Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information, including

additional personnel, which differs in any way from the representations set forth above, Contractor shall immediately notify District and prohibit any new personnel from having any contact with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any such contact is permissible.

Contractor's responsibility for background clearance extends to all of its agents, personnel, employee(s), and/or subcontractor(s), and employees of Contractor Parties coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

The undersigned does hereby certify that I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Date: 3/14/19
Name of Contractor: Cary Yasuhara
Signature: 
Representative's Name and Title: Cary Yasuhara - Owner

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/13/2019

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 have ADDITIONAL INSURED provisions or 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 StateFarm  Brandon Loo 3023 Bunker Hill St Ste 104 San Diego, CA 92109	CONTACT NAME: Brandon Loo PHONE (A/C, No, Ext): (619) 309-4400 FAX (A/C, No): E-MAIL ADDRESS: brandon@pacificbeachagent.com INSURER(S) AFFORDING COVERAGE INSURER A: State Farm General Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: NAIC # 25151
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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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:		90-CZ-L094-2	02/20/2019	02/20/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ 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 ☐ N/A						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
DJ for weddings, school functions, etc

CERTIFICATE HOLDER Cary Yashuara 46 Cherokee Rd Oroville, CA 95965	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 <i>Brandon Loo</i>
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OROVILLE UNION HIGH SCHOOL DISTRICT
INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES
(NON-CONSTRUCTION RELATED; NOT FOR PURCHASE OF GOODS OR EQUIPMENT)

CONTRACTOR FULL NAME	Wendy Reynolds
TAX I.D. NUMBER	348-56-9183
SITE/DEPARTMENT	
SUBMITTED BY	
SIGNATURE	Wendy Reynolds
SIGNATURE FROM BUDGET CONTROL ADMINISTRATOR:	
BOARD APPROVAL DATE	
REQ (P.O.) NUMBER	
BUDGET CODE	
AGREEMENT TOTAL AMOUNT	\$2,500
DESCRIPTION OF SERVICE	Speaker for the Every 15 Minutes student retreat and assembly
TERM OF AGREEMENT	April 11-12, 2019

Assistant Superintendent of Business

Date

Received By:

Certificate of Insurance
Expiration Date

☐ Yes ☐ No

Auto Insurance
Expiration Date

☐ Yes ☐ No

DO NOT INCLUDE THIS SHEET WITH FINAL EXECUTED CONTRACT TO CONTRACTOR

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

This Independent Contractor Agreement for Services ("Agreement") is made as of April 2, 2019, 20 , between the Oroville High School ("District") and Wendy Reynolds ("Contractor") (together, "Parties").

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

- 1. Services.** The Contractor shall furnish to the District Speaking services, including the location where services be provided, as described in Exhibit "A," attached hereto and incorporated herein by this reference ("Services").
- 2. Term** Contractor shall commence providing Services under this Agreement upon execution of the Agreement by both parties, and approval or ratification of District's governing board, through April 12, 2019, 20 . Should Contractor begin performing Services in advance of receiving notice that this Agreement is approved, any Services so performed in advance of the approval date may be considered as having been done at the Contractor's risk, as a volunteer unless Agreement is so approved or ratified.
- 3. Compensation.** District compensation to the Contractor shall not exceed \$2,500, inclusive of any costs or expenses paid or incurred by Contractor in performing the Services, without the express approval of the Board. Payment shall be made for all undisputed amounts within thirty (30) days after the Contractor submits a detailed invoice to the District's Accounts Payable Department for services actually performed. Invoices must reference corresponding Purchase Order number.
- 4. Equipment and Materials.** Contractor shall furnish, at his/her own expense, all tools, labor, materials, equipment, supplies, transportation services and any other items (collectively, "Equipment") necessary to complete the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor's agents, personnel, employee(s), and/or subcontractor(s) ("Contractor Parties"), even if such Equipment is furnished, rented or loaned to Contractor or Contractor Parties by District. All original curricular materials provided in conjunction with Contractor services must be authorized for use by the District only and remain exclusively the intellectual property of the authors.

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

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

13.Termination.

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

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

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

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

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

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

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

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

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

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

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

15.4. Other Insurance Provisions:

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

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

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

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

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

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

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

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

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

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

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

employees, subcontractors, agents, and employees or agents of Contractor Parties regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor. Verification of compliance with this section and the Criminal Background Investigation Certification that may be required with this Agreement, shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student. If Contractor is a sole proprietor, and, at a future time, it is determined that Contractor will have contact with any pupils, Contractor and all of the Contractor Parties must agree to allow the District to process and submit background checks and fingerprinting, as required by Education Code section 42125.1(k), under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints must reveal that Contractor and none of the Contractor Parties, if any, have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code. No Services shall commence until such determinations by DOJ and FBI have been made.

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

District

Oroville Union High School District
2211 Washington Ave.
Oroville, Ca 95966
Fax: (530) 538-2308

Contractor

Wendy Reynolds

766 Farm Hill Ct.

Walnut Creek, CA

94598

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

- 20. Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

- 21. No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

- 22. Integration; Entire Agreement of Parties; Amendments.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. This agreement is not valid until approved/ratified by the Oroville Union High School District Board of Education. Services shall not be rendered until Agreement is approved.

- 23. Governing Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Butte County, California.

- 24. Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute in good

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

25. Attorney Fees; Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

26. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

27. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

28. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

29. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[SIGNATURES ON FOLLOWING PAGE]

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

OROVILLE UNION HIGH SCHOOL DISTRICT

[CONTRACTOR]

Date: _____, 20__

Date: April 2, 2019

Signature: _____

Signature: _____

Print Name: _____

Print Name: Wendy Reynolds

Information regarding Contractor:

License No.: _____

348-56-9183 :

Address: 766 Farm Hill Ct.
Walnut Creek, CA 94598

Employer Identification and/or Social Security Number

Telephone: 925-946-9980

Facsimile: _____

E-Mail: wendykrb@astound.net

Contractor's state of residence: CA

States in which Contractor
is licensed to do business: CA

Type of Business Entity:

☒ Individual
☐ Sole Proprietorship
☐ Partnership
☐ Limited Partnership
☐ Corporation, State: _____
☐ Limited Liability Company
☐ Other: _____

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

Exhibit A
Scope of Services

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

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

Check only one of the boxes below.

☐

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services of this Contract.

☒

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

Date: April 2, 2019

Name of Contractor: Wendy Reynolds

Representative's Name and Title: Attorney at Law

Signature: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Contract.)

TUBERCULOSIS CLEARANCE

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

I am a representative of the Contractor currently entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor. Contractor's responsibility for tuberculosis ("TB") clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Contractor certifies that at least one of the following items applies to the Services that are the subject of the Agreement:

- ☐ The Contractor ensures that any person providing any portion of the Services with **more than limited contact** with District students (as determined by the District) has, at no cost to the District, completed a TB risk assessment within the past 60 days, and, if risk factors are identified, has received a TB test in compliance with the requirements of Education Code section 49406. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto; and/or
- ☒ Contractor shall **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

Date: _____ April 2, 2019

Name of Contractor: _____ Wendy Reynolds

Representative's Name and Title: _____ Attorney at Law

Signature: _____

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

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

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

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

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

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

_____.

[Attach and sign additional pages, as needed.]

☐ If Contractor is not a Sole Proprietor, all of the Contractor Parties noted above, at no cost to District, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice ("DOJ") and the Federal Bureau of Investigation ("FBI"), and the results of those background checks and fingerprints reveal that none of these Contractor Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code; **OR**

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

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

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

No Services shall commence until such determinations by DOJ and FBI has been made. Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information, including

additional personnel, which differs in any way from the representations set forth above, Contractor shall immediately notify District and prohibit any new personnel from having any contact with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any such contact is permissible.

Contractor's responsibility for background clearance extends to all of its agents, personnel, employee(s), and/or subcontractor(s), and employees of Contractor Parties coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

The undersigned does hereby certify that I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Date: _____ April 2, 2019 _____

Name of Contractor: _____ Wendy Reynolds _____

Signature: _____

Representative's Name and Title: _____ Attorney at Law _____

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



To: Oroville Union High School District Board of Trustees
From: Corey Willenberg, EdD, Superintendent 
Date: April 2, 2019
Subject: Request Approval for MOU with Total School Solutions

OUHSD has contracted with Total School Solutions for the past six years to provide consultant services for the 19-20 school year.

OUHSD would like to use the consultant services to focus on improving academic achievement in the areas of math, special education and supporting new administrators.

The total cost of the agreement will not exceed \$60,000. We will use categorical funds to pay for this activity.

The Superintendent is requesting Board approval of the agreement with Total School Solutions.

AGREEMENT FOR CONSULTING SERVICES

RECITALS

This Agreement for Consulting Services ("Agreement") is entered into this 2nd day of April 2019, by and between the Oroville Union High School District ("District") and Total School Solutions ("Consultant").

I

District desires to retain a Consultant to perform special services and/or advice specified below. District doesn't employ internal staff or doesn't have any internal staff currently available that is able to perform said services.

II

Consultant is specially trained, experienced and competent to perform such special services and render such advice.

TERMS

1. **Services.** The Consultant shall provide professional development services to the District during the 2019-20 school year. The scope of work is defined in Exhibit A.
2. **Independent Contractor Status.** Consultant shall at all times during the term of this agreement serve as an independent contractor, and shall not represent itself, or its employees or contractors, as officers, agents, or employees of the District.
3. **Compensation.** District agrees to pay Consultant for services rendered pursuant to this Agreement a fixed fee of \$60,000, including expenses.

Component 1: Coaching for New Administrators	\$24,000
Component 2: Coaching to Improve Mathematics Instruction	\$18,000
Component 3: Training and Coaching to Improve Special Education	\$15,000
Component 4: Program Management	\$3,000

- a. All payments required by this agreement shall be made within thirty days of the submission of an invoice to the District. Partial payments for work completed shall be required and made upon receipt of an invoice as described previously. All outstanding payments shall be made within thirty (30) days of the completion of the work delivered in this agreement.
- b. Any additional services requested by the District or due to a condition existing in and/or caused by the District, rendered after prior written approval, shall be billed and reimbursed separately, in accordance with the TSS standard hourly fee schedule. Any out-of-pocket expenses will be billed at actual cost-plus 15 percent. These out of pocket costs include, but are not limited to, telephone, postage, travel and mileage.

In the event that the district cancels or postpones, a scheduled visit by the Consultant, with less than 48 hours notice, the Consultant shall be paid all expenses actually incurred as well as up to eight hours of time for each person assigned at the appropriate individual hourly rate.

4. Termination.

- a. By Consultant: Consultant may, upon thirty (30) days written notice, with or without cause, terminate this Agreement. Upon termination, District shall only be obligated to compensate Consultant for services rendered and hours worked to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District.
- b. By District: District may, upon thirty (30) days written notice, with or without cause, terminate this Agreement. Upon termination, District shall only be obligated to compensate Consultant for the percentage (progress billing) of services rendered (hours worked if an hourly contract), and any expenses incurred, to the date of the termination. Written notice by District shall be sufficient to stop further performance of services by Consultant.
- c. Consultant shall be relieved of the obligation to perform, and District shall not recover any damages, in the event that Consultant is prevented from performing by act of God or nature, fire, union strike, lockout, or seizure of materials, products, plants, facilities, or other such condition, upon satisfactory evidence being presented to District.

5. **Indemnification.** Consultant shall indemnify and hold harmless the District, their agents, representatives, officers, consultants, employees, trustees, governing board, and volunteers from any and all demands, losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, permitted, or suffered to be done by the Consultant in conjunction with this Agreement, unless the claims are caused by the gross negligence or willful misconduct of parties wholly unconnected to the Consultant.

The District shall indemnify and hold harmless the Consultant, its officers and employees from any and all demands, losses, liabilities, claims, suits, and actions arising from the gross negligence or willful misconduct of the District, its agents, representatives, officers, consultants, employees, trustees, governing board, and volunteers.

6. **Insurance.** The Consultant shall procure and maintain at all times during the term of this agreement insurance required of an independent contractor.
7. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District

Oroville Union High School District
2211 Washington Ave.
Oroville, CA 91776
ATTN: Dan Banowetz

Consultant

Total School Solutions
4751 Mangels Boulevard
Fairfield, CA 94534
ATTN: Tahir Ahad

Superintendent

President

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

8. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument signed by the party against whom enforcement is sought.
9. **California Law.** This Agreement shall be governed by the laws of the State of California.
10. **Waiver.** The waiver by either party of any breach of the terms of this agreement shall not be deemed to waive the requirement of such term, covenant, or condition in whole or in part.
11. **Severability.** If any term, condition or provision of this Agreement is held invalid or illegal by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
12. **Incorporation of Recitals and Exhibits.** The recitals and each exhibit attached hereto are incorporated herein by reference.

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

Oroville Union High School District

Total School Solutions, Consultant

By: _____

By: 

Title: Superintendent

Title: President

Dated: _____

Dated: April 2, 2019

EXHIBIT A
Scope of Work

Component 1: Coaching for New Administrators

Support and guidance for new administrators.

Total of Eight Days

Component 2: Coaching to Improve Mathematics Instruction

Coaching to improve mathematics instruction. Focus on Integrated I, II and III. *Five Days*

Support to work with district administrators, principals, teachers and consultants to plan specifics of coaching days referred to above. *One Day*

Total of Six Days

Component 3: Training and Coaching to Improve Special Education

Support and guidance to build capacity of District Office and School Site personnel to plan, coordinate and deliver services to Special Education students. *Four Days*

Support to work with district administrators, principals, teachers and consultants to plan specifics of coaching days referred to above. *One Day*

Total of Eight Days

Component 4: Program Management

Total of Two Days

**OROVILLE UNION HIGH SCHOOL DISTRICT
JOB DESCRIPTION**

JOB TITLE: School Psychologist

SALARY LEVEL:	Administrative	DIVISION:	Administrative
DEPARTMENT:	School Administration	LOCATION:	DISTRICT
REPORTS TO:	Director of Education/Designee		
APPROVED BY:	Board of Trustees	Board approved:	

SUMMARY: Under the direct supervision of the site Director of Education and/or the Designee. Provides a wide variety of psychological services for District-operated programs; assessing students' intellectual and functional levels; developing behavior plans; providing information on child development issues to school personnel and parents; collaborating with community agencies regarding individual student plans; providing recommendations for program development and student placement; and performing other related duties as assigned

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

- Administers to pupils (on an individual basis) intelligence tests, language tests, adaptive functioning assessments, achievement tests, personality tests, tests to measure perceptual and motor development, and/or other tests, as appropriate to aid the Individualized Education Plan (IEP) team in determining special education eligibility.
- Facilitates Individualized Education Plan (IEP) team meetings
- Evaluates and interprets all testing and assessments and participates in the determination of special education eligibility.
- Interprets assessment findings to parents, students, and school professionals.
- Completes all assessments within the mandated Federal, State, and/or District timelines.
- Counsels with parents, students, and school professionals regarding pupil progress, response to interventions, potential, achievement level, personality adjustments, social skills, and learning difficulties.
- Consults with other agencies and with other psychologists, counselors, psychiatrists, school districts, and physicians for the purpose of correlating all available information regarding individuals with exceptional needs, as appropriate.
- Writes assessment reports and completes psychological portions of IEPs and provides assessment results to case manager in a timely manner prior to the IEP.
- Conducts crisis counseling as necessary.
- Participates and provides assessment support for initial, transfer-in, triennial, manifestation and review of IEPs.
- Maintains student confidential files.
- Provides crisis intervention and therapeutic interventions: (a) Deals with school site day to day crisis situations, family crisis affecting school performance, and District crisis intervention. (b) Assists in coordination of District plan during a crisis on the school site. (c) Utilizes various methods of interventions as appropriate to individual situations.
- Provides consultation and guidance for special education students: (a) Consults with students and their parents on matters relating to the student's adjustment to school. (b) Provides suggestions to teachers for a suitable learning environment conducive to the development of the pupil's concept of self and educational progress.
- Comprehensively evaluates students for appropriate special education eligibility determination and program placement.
- Provides community referrals, linkages, and collaboration with community resources to address student and family needs.

CERTIFICATES AND LICENSES:

California Driver's License required
First Aid CPR Certificate preferred

OTHER SKILLS AND ABILITIES: Communicate effectively orally and in writing. Work in a diverse socio-economic and multicultural community. Maintain consistent, punctual and regular attendance. Establish positive relationships among staff members at all levels. Work effectively and flexibly in a variety of environments. Make difficult decisions based on what is in the best interests of children. Establish and maintain a variety of accurate record keeping and filing systems. Use a computer or other technology-based equipment.

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.

Occasionally sitting for extended periods of time; Frequently walking or standing; Variable hours; Occasionally lifting objects weighing up to 10 pounds; Occasionally bending, twisting, crouching or kneeling; Dexterity of hands and fingers to operate a computer keyboard (occasionally to frequently); Frequently listening and speaking to administer assessments, exchange information and present findings.

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 must be able to meet deadlines within time constraints. The noise level in the work environment varies from low to above moderate. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions within the work environment.



Oroville High School
MEMORANDUM

Date: 3/28/19

To: Corey Willenburg, Superintendent
Board Members

A handwritten signature in blue ink, appearing to be "CT", is located to the right of the "To:" line.

From: Oroville High School/ Cristi Tellechea, Principal
Re: Textbook Disposal/ Scott Burket

District
Daily
Deposits

Oroville
High School

1395 Bridge St.

Oroville, CA 95966

Phone: 530-538-2320

Fax: 530-534-6203

Mission Statement

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

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

- Timeless Voices, Timeless Themes: Gold Level. Prentice Hall: New Jersey, 2002. Quantity: 40 Sharp + 103 Hase = 143 total
- Writing and Grammar: Handbook Edition: Gold Level. Prentice Hall: New Jersey, 2003. Quantity: 33 Hase.
- Writing and Grammar: Handbook Edition: The American Experience Level. Prentice Hall: New Jersey, 2003. Quantity: 40 Horsley.

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

Activity: ASB / Yearbook End of the Year Celebration
Date(s): May 2019 (exact date TBD) Hours: 11:00 am - 3:15 pm
Location(s): 2675 V6 Road, Oroville (Mrs. Frazier's House)
Individuals Responsible for Supervision: Keely and Tom Frazier
Cell Phone # for the Above Individuals: 530 864-3356 , 530 370-1975
Additional Chaperones: _____
List of Students Attending Activity (attach list if additional space is needed): ASB/Yearbook Students

Liability and property insurance can be purchased for special events through companies like insurevents.com.
Has special event insurance been purchased? ☐ Yes ☒ No If yes, please attach a copy of the policy.

Provide details of any measures taken to reduce the risk of incurring a loss: _____

High Risk Categories

The following activity/activities are considered "High Risk" Activities by the Butte Schools Self- Funded Programs (Policy 5.9). For any claims arising out of the specified activity/activities, the District will incur a \$5,000 deductible. Participation in these activities **requires** board approval at least 45 days prior to the activity.

- ☐ Snow/ski trip
- ☐ Bicycle activities/trips
- ☐ Kickboxing, martial arts
- ☐ Overnight trips (chaperones not fingerprinted)

- ☐ Scuba diving trips
- ☐ Out-of-country trips
- ☐ Bonfires
- ☐ Skateboard/rollerblade or similar item

- ☒ Swimming activities (oceans, pools, etc.)
- ☐ Indoor/outdoor floor hockey
- ☒ Bounce houses/inflatable structures
- ☐ Outdoor rock climbing, spelunking or rappelling (no contract for Ropes or similar course)

Requestor's signature: Keely Frazier

Principal's signature: [Signature]

Superintendent's signature: _____

Date: 3/19/19

Date: 3/20/19

Date: _____

Date of Board approval: _____

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

Activity: ECCLA Conference

Date(s): April 26-30th Hours: All Day

Location(s): Riverside

Individuals Responsible for Supervision: Deborah Portelance & Alan von der Meh

Cell Phone # for the Above Individuals: 209-890-5173 & 530-520-0898

Additional Chaperones: Lena Miller (Driving to Airport)

List of Students Attending Activity (attach list if additional space is needed): Macy Dahlstrom,
Savannah Gier Arcangeli, Alexis Green,
Marissa O'Connor

Liability and property insurance can be purchased for special events through companies like insurevents.com.
Has special event insurance been purchased? ☐ Yes ☒ No If yes, please attach a copy of the policy.

Provide details of any measures taken to reduce the risk of incurring a loss: Flight from Sac - LA
Marriott Hotel & Convention Center, Riverside Ca
possibly Disneyland on April 29th or 30th

High Risk Categories

The following activity/activities are considered "High Risk" Activities by the Butte Schools Self-Funded Programs (Policy 5.9). For any claims arising out of the specified activity/activities, the District will incur a \$5,000 deductible. Participation in these activities requires board approval at least 45 days prior to the activity.

- | | | |
|---|---|--|
| ☐ Snow/ski trip | ☐ Scuba diving trips | ☒ Swimming activities (oceans, pools, etc.) |
| ☐ Bicycle activities/trips | ☐ Out-of-country trips | ☐ Indoor/outdoor floor hockey |
| ☐ Kickboxing, martial arts | ☐ Bonfires | ☐ Bounce houses/inflatable structures |
| ☐ Overnight trips (chaperones not fingerprinted) | ☐ Skateboard/rollerblade or similar item | ☐ Outdoor rock climbing, spelunking or rappelling (no contract for Ropes or similar course) |

Requestor's signature: [Signature]

Date: 4/8/19

Principal's signature: [Signature]

Date: 4/8/19

Superintendent's signature: _____

Date: _____

Date of Board approval: _____

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

Activity: LPHS Senior Class Trip
Date(s): May 30, 2019 Hours: 8:00 a.m. - 6:00 p.m.
Location(s): Golfland Sunsplash Roseville
Individuals Responsible for Supervision: Celeste Dunn, Dave Gnesda, Allie Bruce
Cell Phone # for the Above Individuals: 990-1553 ↑
Additional Chaperones: Julia Martinez (can recruit more if necessary)
List of Students Attending Activity (attach list if additional space is needed): (please see attached)

Liability and property insurance can be purchased for special events through companies like insurevents.com.
Has special event insurance been purchased? ☐ Yes ☒ No If yes, please attach a copy of the policy.

Provide details of any measures taken to reduce the risk of incurring a loss: _____

High Risk Categories

The following activity/activities are considered "High Risk" Activities by the Butte Schools Self-Funded Programs (Policy 5.9). For any claims arising out of the specified activity/activities, the District will incur a \$5,000 deductible. Participation in these activities requires board approval at least 45 days prior to the activity.

- | | | |
|---|---|--|
| ☐ Snow/ski trip | ☐ Scuba diving trips | ☒ Swimming activities (oceans, pools, etc.) |
| ☐ Bicycle activities/trips | ☐ Out-of-country trips | ☐ Indoor/outdoor floor hockey |
| ☐ Kickboxing, martial arts | ☐ Bonfires | ☐ Bounce houses/inflatable structures |
| ☐ Overnight trips (chaperones not fingerprinted) | ☐ Skateboard/rollerblade or similar item | ☐ Outdoor rock climbing, spelunking or rappelling (no contract for Ropes or similar course) |

Requestor's signature: Celeste Dunn

Date: 4/4/2019

Principal's signature: Dan R

Date: 4/8/19

Superintendent's signature: _____

Date: _____

Date of Board approval: _____

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

Activity: Cal Poly San Luis Obispo FFA Field Day

Date(s): 5/2-5/5/19 Hours: 5/2 8am to 8pm 5/5/19

Location(s): Cal Poly San Luis Obispo and Quality Inn and Suites San Luis Obispo

Individuals Responsible for Supervision: Brendan Close and Jim Knapp

Cell Phone # for the Above Individuals: 707-849-5045 and 530-370-2113

Additional Chaperones: Katie Alling (Nevada Union Ag Advisor)

List of Students Attending Activity (attach list if additional space is needed): Akilah Louis, Katie Bynum

Abigail Dilbeck, Kelly Duggins, Bailey Butler, Trevor Jarrell, Sierra Knapp, Ashten Hartman, Morgan

Vang, Morgan Vaughn, Cassie Crowson

Liability and property insurance can be purchased for special events through companies like insurevents.com.
Has special event insurance been purchased? ☐ Yes ☐ No If yes, please attach a copy of the policy.

Provide details of any measures taken to reduce the risk of incurring a loss: Adult supervision at
all times while swimming

High Risk Categories

The following activity/activities are considered "High Risk" Activities by the Butte Schools Self-Funded Programs (Policy 5.9). For any claims arising out of the specified activity/activities, the District will incur a \$5,000 deductible. Participation in these activities **requires** board approval at least 45 days prior to the activity.

- | | | |
|---|---|--|
| ☐ Snow/ski trip | ☐ Scuba diving trips | ☒ Swimming activities (oceans, pools, etc.) |
| ☐ Bicycle activities/trips | ☐ Out-of-country trips | ☐ Indoor/outdoor floor hockey |
| ☐ Kickboxing, martial arts | ☐ Bonfires | ☐ Bounce houses/inflatable structures |
| ☐ Overnight trips (chaperones not fingerprinted) | ☐ Skateboard/rollerblade or similar item | ☐ Outdoor rock climbing, spelunking or rappelling (no contract for Ropes or similar course) |

Requestor's signature: [Signature]

Date: 4/8/19

Principal's signature: [Signature]

Date: 4/9/19

Superintendent's signature: _____

Date: _____

Date of Board approval: _____

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

Activity: State FFA Convention
Date(s): 4/25-28 Hours: Depart 4/25 7am and Return 4/28 8
Location(s): Anaheim Convention Center
Individuals Responsible for Supervision: Earley, Darrach, Knapp and LaFayette
Cell Phone # for the Above Individuals: (530) 701-8189, (530)966-2707
Additional Chaperones: _____
List of Students Attending Activity (attach list if additional space is needed): See attached list

Liability and property insurance can be purchased for special events through companies like insurevents.com.
Has special event insurance been purchased? ☐ Yes ☒ No If yes, please attach a copy of the policy.

Provide details of any measures taken to reduce the risk of incurring a loss: Chaperone will be present
when ever students are swimming.

High Risk Categories

The following activity/activities are considered "High Risk" Activities by the Butte Schools Self- Funded Programs (Policy 5.9). For any claims arising out of the specified activity/activities, the District will incur a \$5,000 deductible. Participation in these activities requires board approval at least 45 days prior to the activity.

- | | | |
|---|---|--|
| ☐ Snow/ski trip | ☐ Scuba diving trips | ☒ Swimming activities (oceans, pools, etc.) |
| ☐ Bicycle activities/trips | ☐ Out-of-country trips | ☐ Indoor/outdoor floor hockey |
| ☐ Kickboxing, martial arts | ☐ Bonfires | ☐ Bounce houses/inflatable structures |
| ☐ Overnight trips (chaperones not fingerprinted) | ☐ Skateboard/rollerblade or similar item | ☐ Outdoor rock climbing, spelunking or rappelling (no contract for Ropes or similar course) |

Requestor's signature: *Diana Lafayette*

Date: 4/9/19

Principal's signature: *Darrach*

Date: 4/9/19

Superintendent's signature: _____

Date: _____

Date of Board approval: _____

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

Activity: ASB end of the year celebration
Date(s): 5/30 Hours: 12:30 → 3:15
Location(s): 45 Ridge Line Ct. (Steven's Residence)
Individuals Responsible for Supervision: Diana Castillo / T. Frazier
Cell Phone # for the Above Individuals: 530-321-7990 530-370-1975
Additional Chaperones: _____

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

Liability and property insurance can be purchased for special events through companies like insurevents.com.
Has special event insurance been purchased? ☐ Yes ☒ No If yes, please attach a copy of the policy.

Provide details of any measures taken to reduce the risk of incurring a loss: _____

High Risk Categories

The following activity/activities are considered "High Risk" Activities by the Butte Schools Self-Funded Programs (Policy 5.9). For any claims arising out of the specified activity/activities, the District will incur a \$5,000 deductible. Participation in these activities **requires** board approval at least 45 days prior to the activity.

- ☐ Snow/ski trip
- ☐ Bicycle activities/trips
- ☐ Kickboxing, martial arts
- ☐ Overnight trips (chaperones not fingerprinted)

- ☐ Scuba diving trips
- ☐ Out-of-country trips
- ☐ Bonfires
- ☐ Skateboard/rollerblade or similar item

- ☒ Swimming activities (oceans, pools, etc.)
- ☐ Indoor/outdoor floor hockey
- ☐ Bounce houses/inflatable structures
- ☐ Outdoor rock climbing, spelunking or rappelling (no contract for Ropes or similar course)

Requestor's signature: _____

Date: 4/8/19

Principal's signature: _____

Date: 4/9/19

Superintendent's signature: _____

Date: _____

Date of Board approval: _____

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

Activity: Senior Picnic 2019
Date(s): May 24, 2019 Hours: 8³⁰ - 2³⁰
Location(s): Forebay Aquatic Center - Lake Oroville Rec. Area
Individuals Responsible for Supervision: Alisha Weliver & Jeff Reid + more
Cell Phone # for the Above Individuals: (530) 514-3598 (530) 570 2601
Additional Chaperones: TBA - 2+ more depending on attendance
List of Students Attending Activity (attach list if additional space is needed):

All seniors invited, only those with permission slips will be allowed to attend.

Liability and property insurance can be purchased for special events through companies like insurevents.com.
Has special event insurance been purchased? ☐ Yes ☒ No If yes, please attach a copy of the policy.

Provide details of any measures taken to reduce the risk of incurring a loss: _____

We are working with Forebay management to ensure safety for our students. ex: life jackets, supervision, etc.

High Risk Categories

The following activity/activities are considered "High Risk" Activities by the Butte Schools Self- Funded Programs (Policy 5.9). For any claims arising out of the specified activity/activities, the District will incur a \$5,000 deductible. Participation in these activities **requires** board approval at least 45 days prior to the activity.

- | | | |
|---|---|--|
| ☐ Snow/ski trip | ☐ Scuba diving trips | ☒ Swimming activities (oceans, pools, etc.) |
| ☐ Bicycle activities/trips | ☐ Out-of-country trips | ☐ Indoor/outdoor floor hockey |
| ☐ Kickboxing, martial arts | ☐ Bonfires | ☐ Bounce houses/inflatable structures |
| ☐ Overnight trips (chaperones not fingerprinted) | ☐ Skateboard/rollerblade or similar item | ☐ Outdoor rock climbing, spelunking or rappelling (no contract for Ropes or similar course) |

Requestor's signature:  A. Weliver

Date: 3/26/19

Principal's signature:  Jeff Reid

Date: 3/29/19

Superintendent's signature: _____

Date: _____

Date of Board approval: _____

First Reading of Board Policies and Administrative Regulations

Uniform Complaint Procedures (BP/AR 1312.3)

(BP/AR revised) Policy and regulation updated to reflect NEW LAWS authorizing the use of uniform complaint procedures (UCP) to resolve allegations of noncompliance with accommodations for pregnant and parenting students (AB 2289), the development and adoption of an LCFF budget overview for parents/guardians (AB 1808), the development of a school plan for student achievement (AB 716), and specified educational rights of migrant students and immigrant students enrolled in a newcomer program (AB 2121). Policy also updates section on "Non-UCP Complaints" to reflect NEW LAW (AB 1808) which provides that complaints alleging health and safety violations in license-exempt California State Preschool Programs are subject to Williams UCP. Regulation also updates section on "Notifications" to more closely reflect the California Department of Education's (CDE) Federal Program Monitoring instrument, deletes section on "District Responsibilities" which duplicates material in other sections, reorganizes section on "Report of Findings" for clarity, and revises section on "Corrective Actions" to delete item #9 which is not a remedy.

Williams Uniform Complaint Procedures (AR/E 1312.4)

(AR, E(1), and E(2) revised; E(3) and E(4) added) Regulation updated to reflect NEW LAW (AB 1808) which authorizes the use of Williams UCP to resolve allegations of health and safety violations in license-exempt California State Preschool Programs. Regulation also adds optional paragraph authorizing the use of Williams UCP for complaints alleging that a school that serves grades 6-12 and meets a 40 percent student poverty threshold fails to comply with the requirements to stock at least 50 percent of the school's restrooms with feminine hygiene products and to not charge students for such products. Exhibit 1 revised to add the applicable complaint procedure for the types of complaints listed in the notice. Exhibit 2 expands the applicability of the complaint form to include complaints alleging the failure to provide feminine hygiene products. New Exhibits 3 and 4 provide a sample notice and complaint form for complaints regarding health and safety in license-exempt preschool programs pursuant to AB 1808.

Budget (BP/AR 3100)

(BP/AR revised) Policy updated to reflect NEW LAW (AB 1808) which requires districts to annually develop, adopt, and post an LCFF budget overview for parents/guardians and to file the budget overview with the county superintendent of schools. Section on "Long-Term Financial Obligations" revised to reflect NEW LAW (SB 1413) which establishes the California Employers' Pension Prefunding Trust Program to allow districts to prefund required contributions to the California Public Employees' Retirement System. Regulation updated to emphasize that any recommendations by the budget advisory committee should be consistent with the district's vision, goals, priorities, LCAP, and other comprehensive plans and to clarify that a regional budget review committee convened by the county superintendent of schools requires approval of the Superintendent of Public Instruction as well as the district board.

Fees and Charges (BP/AR 3260)

(BP/AR revised) Policy and regulation updated to add new section on "Collection of Debt," reflecting NEW LAW (AB 1974) which prohibits negative action against a student or former student for a debt owed to the school and requires districts to provide parents/guardians with an itemized invoice that references applicable district policies. Regulation also revised to more directly reflect the most recent CDE fiscal advisory regarding student fees.

Nondiscrimination in Employment (BP/AR 4030)

(BP/AR revised) Policy and regulation updated to clarify applicability of the policy to nonemployees providing services to the district pursuant to a contract. Policy reflects NEW STATE REGULATIONS (Register 2018, No. 20) which add a definition of national origin and make it an unlawful employment practice to inquire into or discriminate against an employee on the basis of immigration status. Policy also reflects NEW LAW (SB 1300) which (1) prohibits districts from requiring an employee, in exchange for a raise or bonus or as a condition of employment or continued employment, to sign a non-disparagement agreement or release the right to file a claim against the district for unlawful acts in the workplace, including sexual harassment, and (2) provides that a district may be responsible for any harassment (not just sexual harassment) of employees by nonemployees if the district knows or should have known of the conduct and failed to take action. Regulation revises section on "Measures to Prevent Discrimination" to reflect a requirement, formerly in BP, to post the California Department of Fair Employment and Housing (DFEH) poster on workplace discrimination and harassment and to add the requirement to post the DFEH poster on the rights of transgender employees. Regulation also reflects NEW LAW (SB 1300) which authorizes training on bystander intervention.

Withholding Grades, Diploma and Transcripts (AR 5125.2)

(AR revised) Regulation updated to reflect NEW LAW (AB 1974) which allows districts to offer any student, other than a current or former homeless student, nonmonetary means to settle debt owed for property loss or damage resulting from the student's willful misconduct and to withhold the student's grades, diploma, and/or transcripts until the work or other alternative is completed.

Awards for Achievement (BP 5126)

The District is updating this policy to reflect that student awards may also include gift cards.

Graduation Ceremonies and Activities (BP 5127)

(BP revised) Policy updated to provide optional language providing that passage of any of the three high school equivalency tests approved by the State Board of Education is not equivalent to completing all graduation requirements for participation in graduation ceremonies. Option for student-initiated, student-led prayer at graduation ceremonies deleted consistent with court decisions which suggest that such prayer could be unconstitutional. Policy also reflects NEW LAW (AB 1248) which permits students to wear tribal regalia or recognized religious or cultural adornments to the cap and gown, unless the district determines that an item is likely to cause substantial disruption of the ceremony.

Actions by the Board (BB/E 9323.2)

(BB/E(1)/E(2) revised) Bylaw updated to reference the timelines by which a civil action may be filed to determine the applicability of the Brown Act to past board actions, and to clarify the circumstances under which a board action cannot be invalidated. Exhibit 1 updated to consolidate several items related to siting a community day school on an existing school site, add board action to respond to an emergency facilities condition without giving notice for bids to let contracts (requiring two-thirds vote for three-member boards, or four-fifths vote for five-member and seven-member boards), and reflect NEW LAW (AB 2249) which amends the threshold requirements for public works projects bid pursuant to the Uniform Public Construction Cost Accounting Act. Section on "Actions Requiring a Unanimous Vote of the Board" updated to further explain the ability to authorize the use of day labor or force account and/or waive the competitive bid process when the board determines that an emergency exists. Exhibit 2 contains minor revision for clarity.

Community Relations

Uniform Complaint Procedures

The Governing Board recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

Complaints Subject to UCP

The district's uniform complaint procedures (UCP) shall be used to investigate and resolve the following complaints:

1. Any complaint alleging district violation of applicable state or federal laws or regulations governing any program subject to the UCP which is offered by the district, including adult education programs; After School Education and Safety programs; agricultural career technical education; American Indian education centers and early childhood education program assessments; bilingual education; California Peer Assistance and Review programs for teachers; state career technical and technical education, career technical, and technical training programs; federal career technical education; child care and development programs; child nutrition programs; compensatory education; consolidated categorical aid programs; Economic Impact Aid; the federal Every Student Succeeds Act; migrant education; Regional Occupational Centers and Programs; school safety plans; special education programs; California State Preschool Programs; Tobacco-Use Prevention Education programs; and any other district-implemented state categorical program that is not funded through the local control funding formula pursuant to Education Code 64000

(cf. 3553 - Free and Reduced Price Meals)
 (cf. 3555 - Nutrition Program Compliance)
 (cf. 5131.62 - Tobacco)
 (cf. 5148 - Child Care and Development)
 (cf. 5148.2 - Before/After School Programs)
 (cf. 5148.3 - Preschool/Early Childhood Education)
 (cf. 6159 - Individualized Education Program)
 (cf. 6171 - Title I Programs)
 (cf. 6174 - Education for English Learners)
 (cf. 6175 - Migrant Education Program)
 (cf. 6178 - Career Technical Education)
 (cf. 6178.1 - Work-Based Learning)
 (cf. 6178.2 - Regional Occupational Center/Program)
 (cf. 6200 - Adult Education)

Uniform Complaint Procedures (Cont.)

2. Any complaint, by a student, employee, or other person participating in a district program or activity, alleging the occurrence of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) in district programs and activities, including in those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on the person's association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610)

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

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

3. Any complaint alleging district noncompliance with the requirement to provide reasonable accommodation to a lactating student on school campus to express breast milk, breastfeed an infant child, or address other breastfeeding-related needs of the student (Education Code 222)

(cf. 5146 - Married/Pregnant/Parenting Students)

4. Any complaint alleging district noncompliance with requirements to provide a pregnant or parenting student the accommodations specified in Education Code 46015, including those related to the provision of parental leave, right of return to the school of previous enrollment or to an alternative education program, if desired, and possible enrollment in school for a fifth year of instruction to enable the student to complete state and Board-imposed graduation requirements (Education Code 46015)

5. Any complaint alleging district noncompliance with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities (5 CCR 4610)

(cf. 3260 - Fees and Charges)

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

6. Any complaint alleging district noncompliance with applicable requirements of Education Code 52060-52077 related to the implementation of the local control and accountability plan, including the development of a local control funding formula budget overview for parents/guardians (Education Code 52075)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 3100 - Budget)

7. Any complaint alleging noncompliance with requirements related to the development of a school plan for student achievement or the establishment of a school site council, as required for the consolidated application for specified federal and/or state categorical funding (Education Code 64000-64001, 65000-65001)

Uniform Complaint Procedures (Cont.)

(cf. 0420 - School Plans/Site Councils)

8. Any complaint, by or on behalf of a student who is a foster youth as defined in Education Code 51225.2, alleging district noncompliance with any requirement applicable to the student regarding placement decisions; the responsibilities of the district's educational liaison to the student; the award of credit for coursework satisfactorily completed in another school, district, or country; school or records transfer; or the grant of an exemption from Board-imposed graduation requirements (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

(cf. 6173.1 - Education for Foster Youth)

9. Any complaint, by or on behalf of a student who transfers into the district after the second year of high school and is a homeless child or youth as defined in 42 USC 11434a, a former juvenile court school student currently enrolled in the district, a child of a military family as defined in Education Code 49701, or a migrant student as defined in Education Code 54441, or by or on behalf of an immigrant student participating in a newcomer program as defined in Education Code 51225.2 in the third or fourth year of high school, alleging district noncompliance with any requirement applicable to the student regarding the grant of an exemption from Board-imposed graduation requirements (Education Code 51225.1)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.2 - Education of Children of Military Families)

(cf. 6173.3 - Education for Juvenile Court School Students)

10. Any complaint, by or on behalf of a student who is a homeless child or youth as defined in 42 USC 11434a, a former juvenile court school student, a child of a military family as defined in Education Code 49701, a migrant child as defined in Education Code 54441, or a newly arrived immigrant student who is participating in a newcomer program as defined in Education Code 51225.2, alleging district noncompliance with requirements for the award of credit for coursework satisfactorily completed in another school, district, or country (Education Code 51225.2)
11. Any complaint alleging district noncompliance with the requirements of Education Code 51228.1 and 51228.2 that prohibit the assignment of a student in grades 9-12 to a course without educational content for more than one week in any semester or to a course the student has previously satisfactorily completed, without meeting specified conditions (Education Code 51228.3)

(cf. 6152 - Class Assignment)

12. Any complaint alleging district noncompliance with the physical education instructional minutes requirement for students in elementary school (Education Code 51210, 51223)

(cf. 6142.7 - Physical Education and Activity)

13. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy

Uniform Complaint Procedures (Cont.)

14. Any other complaint as specified in a district policy

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process to reach a resolution to the complaint that is acceptable to all parties. ADR such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. For any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep the identity of the complainant, and/or the subject of the complaint if different from the complainant, confidential when appropriate and as long as the integrity of the complaint process is maintained.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 5125 - Student Records)
(cf. 9011 - Disclosure of Confidential/Privileged Information)

When an allegation that is not subject to UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the district's UCP.

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and requirements related to UCP, including the steps and timelines specified in this policy and the accompanying administrative regulation.

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

The Superintendent or designee shall maintain a record of each complaint and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.

(cf. 3580 - District Records)

Non-UCP Complaints

The following complaints shall not be subject to the district's UCP but shall be referred to the specified agency: (5 CCR 4611)

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services Protective Services Division and the appropriate law enforcement agency.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

Uniform Complaint Procedures (Cont.)

2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services and shall, for licensing-exempt facilities, be referred to the appropriate Child Development regional administrator.
3. Any complaint alleging fraud shall be referred to the Legal, Audits and Compliance Branch of the California Department of Education.

Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in AR 4030 - Nondiscrimination in Employment, including the right to file the complaint with the California Department of Fair Employment and Housing.

Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, teacher vacancies and misassignments, or health and safety violations in any license-exempt California State Preschool Program shall be investigated and resolved in accordance with the procedures in AR 1312.4 - Williams Uniform Complaint Procedures. (Education Code 8235.5, 35186)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

8200-8498 Child care and development programs

8500-8538 Adult basic education

18100-18203 School libraries

32280-32289 School safety plan, uniform complaint procedures

33380-33384 California Indian Education Centers

35186 Williams uniform complaint procedures

44500-44508 California Peer Assistance and Review Program for Teachers

46015 Parental leave for students

48853-48853.5 Foster youth

48985 Notices in language other than English

49010-49014 Student fees

49060-49079 Student records, especially:

49069.5 Records of foster youth

49490-49590 Child nutrition programs

49701 Interstate Compact on Educational Opportunity for Military Children

51210 Courses of study grades 1-6

51223 Physical education, elementary schools

51225.1-51225.2 Foster youth, homeless children, former juvenile court school students, military-connected students, migrant students, and newly arrived immigrant students; course credits; graduation requirements

51226-51226.1 Career technical education

51228.1-51228.3 Course periods without educational content

52060-52077 Local control and accountability plan, especially:

52075 Complaint for lack of compliance with local control and accountability plan requirements

52160-52178 Bilingual education programs

Uniform Complaint Procedures (Cont.)

52300-52462 Career technical education
52500-52616.24 Adult schools
54000-54029 Economic Impact Aid
54400-54425 Compensatory education programs
54440-54445 Migrant education
54460-54529 Compensatory education programs
56000-56865 Special education programs
59000-59300 Special schools and centers
64000-64001 Consolidated application process; school plan for student achievement
65000-65001 School site councils
GOVERNMENT CODE
11135 Nondiscrimination in programs or activities funded by state
12900-12996 Fair Employment and Housing Act
HEALTH AND SAFETY CODE
1596.792 California Child Day Care Act; general provisions and definitions
1596.7925 California Child Day Care Act; health and safety regulations
104420 Tobacco-Use Prevention Education
PENAL CODE
422.55 Hate crime; definition
422.6 Interference with constitutional right or privilege
CODE OF REGULATIONS, TITLE 2
11023 Harassment and discrimination prevention and correction
CODE OF REGULATIONS, TITLE 5
3080 Applicability of uniform complaint procedures to complaints regarding students with disabilities
4600-4670 Uniform complaint procedures
4680-4687 Williams uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs
UNITED STATES CODE, TITLE 20
1221 Application of laws
1232g Family Educational Rights and Privacy Act
1681-1688 Title IX of the Education Amendments of 1972
6301-6576 Title I Improving the Academic Achievement of the Disadvantaged
6801-7014 Title III language instruction for limited English proficient and immigrant students
UNITED STATES CODE, TITLE 29
794 Section 504 of Rehabilitation Act of 1973
UNITED STATES CODE, TITLE 42
2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended
2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964
6101-6107 Age Discrimination Act of 1975
12101-12213 Title II equal opportunity for individuals with disabilities
CODE OF FEDERAL REGULATIONS, TITLE 28
35.107 Nondiscrimination on basis of disability; complaints
CODE OF FEDERAL REGULATIONS, TITLE 34
99.1-99.67 Family Educational Rights and Privacy Act
100.3 Prohibition of discrimination on basis of race, color or national origin
104.7 Designation of responsible employee for Section 504
106.8 Designation of responsible employee for Title IX
106.9 Notification of nondiscrimination on basis of sex
110.25 Notification of nondiscrimination on the basis of age

Uniform Complaint Procedures (Cont.)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Sample UCP Board Policies and Procedures

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

Dear Colleague Letter, September 22, 2017

Dear Colleague Letter: Title IX Coordinators, April 2015

Dear Colleague Letter: Responding to Bullying of Students with Disabilities, October 2014

Dear Colleague Letter: Harassment and Bullying, October 2010

Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against

National Origin Discrimination Affecting Limited English Proficient Persons, 2002

WEB SITES

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

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

Family Policy Compliance Office: <https://www2.ed.gov/policy/gen/guid/fpc>

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

U.S. Department of Justice: <http://www.justice.gov>

Adopted: 3/7/84

Amended: 11/15/89, 10/7/92, 2/2/00, 5/15/02, 5/21/03, 2/2/05, 10/18/06, 8/15/12, 11/5/14,
5/6/15, 9/2/15, 5/18/16, 10/19/16, 11/15/17, 5/16/18

Community Relations

Uniform Complaint Procedures

Except as the Governing Board may otherwise specifically provide in other district policies, these uniform complaint procedures (UCP) shall be used to investigate and resolve only the complaints specified in BP 1312.3.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.2 - Complaints Concerning Instructional Materials)
(cf. 1312.4 - Williams Uniform Complaint Procedures)
(cf. 4030 - Nondiscrimination in Employment)

Compliance Officers

The district designates the individual(s), position(s), or unit(s) identified below as responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws. The individual(s), position(s), or unit(s) also serve as the compliance officer(s) specified in AR 5145.3 - Nondiscrimination/Harassment responsible for handling complaints regarding unlawful discrimination (such as discriminatory harassment, intimidation, or bullying). The compliance officer(s) shall receive and coordinate the investigation of complaints and shall ensure district compliance with law.

(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)

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

The compliance officer who receives a complaint may assign another compliance officer to investigate and resolve the complaint. The compliance officer shall promptly notify the complainant and respondent, if applicable, if another compliance officer is assigned to the complaint.

In no instance shall a compliance officer be assigned to a complaint in which the compliance officer has a bias or conflict of interest that would prohibit the fair investigation or resolution of the complaint. Any complaint against a compliance officer or that raises a concern about the compliance officer's ability to investigate the complaint fairly and without bias shall be filed with the Superintendent or designee who shall determine how the complaint will be investigated.

The Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such employees shall cover current state and federal laws and regulations governing the program, applicable processes for investigating and resolving complaints, including those alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), applicable standards for reaching decisions on complaints, and appropriate corrective measures. Assigned employees may have access to legal counsel as determined by the Superintendent or designee.

Uniform Complaint Procedures (Cont.)

(cf. 4331 - Staff Development)
(cf. 9124 - Attorney)

The compliance officer or, if necessary, any appropriate administrator shall determine whether interim measures are necessary during and pending the result of an investigation. If interim measures are determined to be necessary, the compliance officer or the administrator shall consult with the Superintendent, the Superintendent's designee, or, if appropriate, the site principal to implement one or more interim measures. The interim measures shall remain in place until the compliance officer determines that they are no longer necessary or until the district issues its final written decision, whichever occurs first.

Notifications

The district's UCP policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. (Education Code 234.1)

In addition, the Superintendent or designee shall annually provide written notification of the district's UCP to students, employees, parents/guardians of district students, district advisory committee members, school advisory committee members, appropriate private school officials or representatives, and other interested parties. (5 CCR 4622)

(cf. 0420 - School Plans/Site Councils)
(cf. 1220 - Citizen Advisory Committees)
(cf. 4112.9/4212.9/4312.9 - Employee Notifications)
(cf. 5145.6 - Parental Notifications)

The notice shall include:

1. A statement that the district is primarily responsible for compliance with federal and state laws and regulations, including those related to prohibition of unlawful discrimination, harassment, intimidation, or bullying against any protected group and all programs and activities that are subject to UCP as identified in the section "Complaints Subject to UCP" in the accompanying Board policy
2. A statement that a complaint regarding student fees or the local control and accountability plan (LCAP) may be filed anonymously if the complainant provides evidence or information leading to evidence to support the complaint

(cf. 0460 - Local Control and Accountability Plan)
(cf. 3260 - Fees and Charges)

3. A statement that a student enrolled in a public school shall not be required to pay a fee for participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities
4. A statement that a complaint regarding student fees must be filed no later than one year from the date the alleged violation occurred

Uniform Complaint Procedures (Cont.)

5. A statement that the district will post a standardized notice of the educational rights of foster youth, homeless students, former juvenile court school students now enrolled in the district, children of military families, migrant students, and immigrant students enrolled in a newcomer program, as specified in Education Code 48853, 48853.5, 49069.5, 51225.1, and 51225.2, and the complaint process

(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)
(cf. 6173.3 - Education for Juvenile Court School Students)
(cf. 6175 - Migrant Education Program)
6. Identification of the responsible staff member(s), position(s), or unit(s) designated to receive complaints
7. A statement that complaints will be investigated in accordance with the district's UCP and a written decision will be sent to the complainant within 60 days from the receipt of the complaint, unless this time period is extended by written agreement of the complainant
8. A statement that the complainant has a right to appeal the district's decision to CDE by filing a written appeal, including a copy of the original complaint and the district's decision, within 15 days of receiving the district's decision
9. A statement advising the complainant of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable
10. A statement that copies of the district's UCP are available free of charge

The annual notification, complete contact information of the compliance officer(s), and information related to Title IX as required pursuant to Education Code 221.61 shall be posted on the district web site and may be provided through district-supported social media, if available.

(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)

The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the district's policy, regulation, forms, and notices concerning the UCP.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning the UCP shall be translated into that language, in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

Filing of Complaints

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

Uniform Complaint Procedures (Cont.)

All complaints shall be filed in writing and signed by the complainant. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist in the filing of the complaint. (5 CCR 4600)

Complaints shall also be filed in accordance with the following rules, as applicable:

1. A complaint alleging district violation of applicable state or federal law or regulations governing the programs specified in the accompanying Board policy (item #1 of the section "Complaints Subject to UCP") may be filed by any individual, public agency, or organization. (5 CCR 4630)
2. Any complaint alleging noncompliance with law regarding the prohibition against student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school or with the Superintendent or designee. However, any such complaint shall be filed no later than one year from the date the alleged violation occurred. (Education Code 49013, 52075; 5 CCR 4630)
3. A complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) may be filed only by persons who allege that they have personally suffered unlawful discrimination or who believe that an individual or any specific class of individuals has been subjected to unlawful discrimination. The complaint shall be initiated no later than six months from the date that the alleged unlawful discrimination occurred, or six months from the date that the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)
4. When a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.
5. When the complainant of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) or the alleged victim, when not the complainant, requests confidentiality, the compliance officer shall inform the complainant or victim that the request may limit the district's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the district shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.

Mediation

Within three business days after receiving the complaint, the compliance officer may informally discuss with all the parties the possibility of using mediation. Mediation shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving an allegation of sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. If the parties agree to mediation, the compliance officer shall make all arrangements for this process.

Uniform Complaint Procedures (Cont.)

Before initiating the mediation of a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall ensure that all parties agree to make the mediator a party to relevant confidential information. The compliance officer shall also notify all parties of the right to end the informal process at any time.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with an investigation of the complaint.

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. If mediation is successful and the complaint is withdrawn, then the district shall take only the actions agreed upon through the mediation. If mediation is unsuccessful, the district shall then continue with subsequent steps specified in this administrative regulation.

Investigation of Complaint

Within 10 business days after the compliance officer receives the complaint, the compliance officer shall begin an investigation into the complaint.

Within one business day of initiating the investigation, the compliance officer shall provide the complainant and/or the complainant's representative with the opportunity to present the information contained in the complaint to the compliance officer and shall notify the complainant and/or representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in the complaint. Such evidence or information may be presented at any time during the investigation.

In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the course of the investigation. The compliance officer shall individually interview all available witnesses with information pertinent to the complaint, and may visit any reasonably accessible location where the relevant actions are alleged to have taken place. At appropriate intervals, the compliance officer shall inform both parties of the status of the investigation.

To investigate a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall interview the alleged victim(s), any alleged offenders, and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. Similarly, a respondent's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in a finding, based on evidence collected, that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

Uniform Complaint Procedures (Cont.)

In accordance with law, the district shall provide the investigator with access to records and other information related to the allegation in the complaint and shall not in any way obstruct the investigation. Failure or refusal of the district to cooperate in the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

Timeline for Final Decision

Unless extended by written agreement with the complainant, a final decision shall be sent to the complainant within 60 calendar days of the district's receipt of the complaint. Within 30 calendar days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report, as described in the section "Final Written Decision" below. If the complainant is dissatisfied with the compliance officer's decision, the complainant may, within five business days, file the complaint in writing with the Board.

The Board may consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered. When required by law, the matter shall be considered in closed session. The Board may decide not to hear the complaint, in which case the compliance officer's decision shall be final.

(cf. 9321 - Closed Session Purposes and Agendas)

(cf. 9321.1 - Closed Session Actions and Reports)

If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within 60 calendar days of the district's initial receipt of the complaint or within the time period that has been specified in a written agreement with the complainant. (5 CCR 4631)

For any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), the respondent shall be informed of any extension of the timeline agreed to by the complainant, shall be sent the district's final written decision, and, in the same manner as the complainant, may file a complaint with the Board if dissatisfied with the decision.

Final Written Decision

For all complaints, the district's final written decision shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered. In reaching a factual determination, the following factors may be taken into account:
 - a. Statements made by any witnesses
 - b. The relative credibility of the individuals involved
 - c. How the complaining individual reacted to the incident
 - d. Any documentary or other evidence relating to the alleged conduct
 - e. Past instances of similar conduct by any alleged offenders

Uniform Complaint Procedures (Cont.)

- f. Past false allegations made by the complainant
- 2. The conclusion(s) of law
- 3. Disposition of the complaint
- 4. Rationale for such disposition

For complaints of retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the disposition of the complaint shall include a determination for each allegation as to whether retaliation or unlawful discrimination has occurred.

The determination of whether a hostile environment exists may involve consideration of the following:

- a. The manner in which the misconduct affected one or more students' education
 - b. The type, frequency, and duration of the misconduct
 - c. The relationship between the alleged victim(s) and offender(s)
 - d. The number of persons engaged in the conduct and at whom the conduct was directed
 - e. The size of the school, location of the incidents, and context in which they occurred
 - f. Other incidents at the school involving different individuals
5. Corrective action(s), including any actions that have been taken or will be taken to address the allegations in the complaint and including, with respect to a student fees complaint, a remedy that comports with Education Code 49013 and 5 CCR 4600

For complaints of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the decision may, as required by law, include:

- a. The corrective actions imposed on the respondent
 - b. Individual remedies offered or provided to the complainant or another person who was the subject of the complaint, but this information should not be shared with the respondent.
 - c. Systemic measures the school has taken to eliminate a hostile environment and prevent recurrence
6. Notice of the complainant's and respondent's right to appeal the district's decision to CDE within 15 calendar days, and procedures to be followed for initiating such an appeal

The decision may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.

Uniform Complaint Procedures (Cont.)

In consultation with district legal counsel, information about the relevant part of a decision may be communicated to a victim who is not the complainant and to other parties who may be involved in implementing the decision or are affected by the complaint, as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), notice of the district's decision to the alleged victim shall include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.

If the complaint involves a limited-English-proficient student or parent/guardian and the student involved is enrolled in a school at which 15 percent or more of the students speak a single primary language other than English, then the decision shall also be translated into that language pursuant to Education Code 48985. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

For complaints alleging unlawful discrimination based on state law (such as discriminatory harassment, intimidation, and bullying), the decision shall also include a notice to the complainant that:

1. The complainant may pursue available civil law remedies outside of the district's complaint procedures, including seeking assistance from mediation centers or public/private interest attorneys, 60 calendar days after the filing of an appeal with CDE. (Education Code 262.3)
2. The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)
3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at www.ed.gov/ocr within 180 days of the alleged discrimination.

Corrective Actions

When a complaint is found to have merit, the compliance officer shall adopt any appropriate corrective action permitted by law. Appropriate corrective actions that focus on the larger school or district environment may include, but are not limited to, actions to reinforce district policies; training for faculty, staff, and students; updates to school policies; or school climate surveys.

(cf. 5137 - Positive School Climate)

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate remedies that may be offered to the victim but not communicated to the respondent may include, but are not limited to, the following:

1. Counseling

(cf. 6164.2 - Guidance/Counseling Services)

2. Academic support
3. Health services

Uniform Complaint Procedures (Cont.)

4. Assignment of an escort to allow the victim to move safely about campus
5. Information regarding available resources and how to report similar incidents or retaliation
6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim
7. Restorative justice
8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate corrective actions that focus on a student offender may include, but are not limited to, the following:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education regarding the impact of the conduct on others
4. Positive behavior support
5. Referral to a student success team

(cf. 6164.5 - Student Success Teams)

6. Denial of participation in extracurricular or co-curricular activities or other privileges as permitted by law

(cf. 6145 - Extracurricular and Co-curricular Activities)

7. Disciplinary action, such as suspension or expulsion, as permitted by law

(cf. 5144 - Discipline)

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

When an employee is found to have committed retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

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

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

The district may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), that the district does not tolerate it, and how to report and respond to it.

Uniform Complaint Procedures (Cont.)

When a complaint is found to have merit, an appropriate remedy shall be provided to the complainant or other affected person.

However, if a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges, physical education instructional minutes for students in elementary schools, or any requirement related to the LCAP is found to have merit, the district shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 51223, 52075)

For complaints alleging noncompliance with the laws regarding student fees, the district shall attempt in good faith, by engaging in reasonable efforts, to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)

Appeals to the California Department of Education

Any complainant who is dissatisfied with the district's final written decision on a complaint regarding any specified federal or state educational program subject to UCP may file an appeal in writing with CDE within 15 calendar days of receiving the district's decision. (5 CCR 4632)

The complainant shall specify the basis for the appeal of the decision and how the facts of the district's decision are incorrect and/or the law has been misapplied. The appeal shall be sent to CDE with a copy of the original locally filed complaint and a copy of the district's decision in that complaint. (5 CCR 4632)

When a respondent in any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying) is dissatisfied with the district's final written decision, the respondent, in the same manner as the complainant, may file an appeal with CDE.

Upon notification by CDE that the district's decision has been appealed, the Superintendent or designee shall forward the following documents to CDE: (5 CCR 4633)

1. A copy of the original complaint
2. A copy of the written decision
3. A summary of the nature and extent of the investigation conducted by the district, if not covered by the decision
4. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator
5. A report of any action taken to resolve the complaint
6. A copy of the district's UCP
7. Other relevant information requested by CDE

Approved: 10/7/92

Amended: 2/2/00, 5/15/02, 10/18/06, 8/15/12, 11/5/14, 5/6/15, 9/2/15, 5/18/16, 10/19/16, 11/15/17, 5/16/18

Community Relations

Williams Uniform Complaint Procedures

Types of Complaints

The district shall use the procedures described in this administrative regulation only to investigate and resolve the following:

1. Complaints regarding the insufficiency of textbooks and instructional materials, including any complaint alleging that: (Education Code 35186; 5 CCR 4681)
 - a. A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.
 - b. A student does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each student.
 - c. Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
 - d. A student was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)
2. Complaints regarding teacher vacancy or misassignment, including any complaint alleging that: (Education Code 35186; 5 CCR 4682)
 - a. A semester begins and a teacher vacancy exists.
 - b. A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learners in the class.

(cf. 4112.22 - Staff Teaching English Learners)

 - c. A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

Teacher vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of the semester for an entire semester. (Education Code 35186; 5 CCR 4600)

Beginning of the year or semester means the first day classes necessary to serve all the students enrolled are established with a single designated certificated employee assigned for the duration of the class, but not later than 20 working days after the first day students attend classes for that semester. (5 CCR 4600)

Williams Uniform Complaint Procedures (Cont.)

Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold. (Education Code 35186; 5 CCR 4600)

(cf. 4112.2 - Certification)

(cf. 4113 - Assignment)

3. Complaints regarding the condition of school facilities, including any complaint alleging that: (Education Code 35186; 5 CCR 4683)

- a. A condition poses an emergency or urgent threat to the health or safety of students or staff.

Emergency or urgent threat means structures or systems that are in a condition that poses a threat to the health and safety of students or staff while at school, including, but not limited to, gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to students or staff; structural damage creating a hazardous or uninhabitable condition; or any other condition deemed appropriate. (Education Code 17592.72)

- b. A school restroom has not been cleaned, maintained, or kept open in accordance with Education Code 35292.5.

Clean or maintained school restroom means a school restroom has been cleaned or maintained regularly, is fully operational, or has been stocked at all times with toilet paper, soap, or paper towels or functional hand dryers. (Education Code 35292.5)

Open restroom means the school has kept all restrooms open during school hours when students are not in classes and has kept a sufficient number of restrooms open during school hours when students are in classes. This does not apply when the temporary closing of the restroom is necessary for student safety or to make repairs. (Education Code 35292.5)

In any district school serving any of grades 6-12 in which 40 percent or more of the students in the school or school attendance area are from low-income families, as defined in 20 USC 6314, a complaint may be filed alleging noncompliance with the requirement of Education Code 35292.6 to stock, at all times, at least half of the restrooms in the school with feminine hygiene products and to not charge students for the use of such products.

(cf. 3514 - Environmental Safety)

(cf. 3517 - Facilities Inspection)

Williams Uniform Complaint Procedures (Cont.)

Forms and Notices

The Superintendent or designee shall ensure a Williams complaint form is available at each school. However, complainants need not use the district's complaint form in order to file a complaint. (Education Code 35186; 5 CCR 4680)

The Superintendent or designee shall ensure that the district's complaint form specifies the location for filing a complaint and contains a space to indicate whether the complainant desires a response to the complaint. A complainant may add as much text to explain the complaint as desired. (Education Code 8235.5, 35186; 5 CCR 4680)

The Superintendent or designee shall post in each K-12 classroom in each school a notice containing the components specified in Education Code 35186. In each license-exempt CSPP classroom, a notice containing the components specified in Education Code 8235.5 shall be posted. (Education Code 8235.5, 35186)

Filing of Complaint

A complaint alleging any condition(s) specified in the section "Types of Complaints" above shall be filed with the principal or designee, or the preschool administrator or designee as appropriate, at the school in which the complaint arises. A complaint about problems beyond the authority of the principal or preschool administrator shall be forwarded to the Superintendent or designee in a timely manner, but not to exceed 10 working days. Complaints may be filed anonymously. (Education Code 8235.5, 35186; 5 CCR 4680)

Investigation and Response

The principal/preschool administrator or a designee of the Superintendent shall make all reasonable efforts to investigate any problem within their authority. (Education Code 8235.5, 35186; 5 CCR 4685)

Investigation of a complaint regarding preschool health or safety issues shall begin within 10 calendar days of receipt of the complaint. (Education Code 8235.5)

The principal/preschool administrator or Superintendent's designee shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. (Education Code 8235.5, 35186; 5 CCR 4685)

If the complainant has indicated on the complaint form a desire to receive a response to the complaint, the principal/preschool administrator or Superintendent's designee shall report the resolution of the complaint to the complainant within 45 working days of the initial filing of the complaint. If the principal/preschool administrator makes this report, the information shall be reported at the same time to the Superintendent or designee. (Education Code 8235.5, 35186; 5 CCR 4680, 4685)

When Education Code 48985 is applicable and the complainant has requested a response, the response shall be written in English and in the primary language in which the complaint was filed. (Education Code 8235.5, 35186)

Williams Uniform Complaint Procedures (Cont.)

If a complainant is not satisfied with the resolution of a complaint, the complainant has the right to describe the complaint to the Governing Board at a regularly scheduled meeting. (Education Code 8235.5, 35186; 5 CCR 4686)

For any complaint concerning a facilities condition that poses an emergency or urgent threat to the health or safety of students or staff as described in item #3a or #4 in the section "Types of Complaints" above, a complainant who is not satisfied with the resolution proffered by the principal/preschool administrator or Superintendent or designee may file an appeal to the Superintendent of Public Instruction within 15 days of receiving the district's response. The complainant shall comply with the appeal requirements specified in 5 CCR 4632. (Education Code 8235.5, 35186; 5 CCR 4687)

All complaints and written responses shall be public records. (Education Code 8235.5, 35186; 5 CCR 4686)

(cf. 1340 - Access to District Records)

Reports

On a quarterly basis, the Superintendent or designee shall report, to the Board at a regularly scheduled public Board meeting and to the County Superintendent of Schools, summarized data on the nature and resolution of all complaints. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. (Education Code 8235.5, 35186; 5 CCR 4686)

Legal Reference:

EDUCATION CODE

234.1 Prohibition of discrimination, harassment, intimidation, and bullying

1240 County superintendent of schools, duties

8235-8239.1 California State Preschool Programs, especially:

8235.5 California State Preschool Program, complaints regarding health and safety issues

17592.72 Urgent or emergency repairs, School Facility Emergency Repair Account

33126 School accountability report card

35186 Williams uniform complaint procedures

35292.5-35292.6 Restrooms, maintenance and cleanliness

48985 Notice to parents in language other than English

60119 Hearing on sufficiency of instructional materials

HEALTH AND SAFETY CODE

1596.792 California Child Day Care Act; general provisions and definitions

1596.7925 California Child Day Care Act; health and safety regulations

CODE OF REGULATIONS, TITLE 5

4600-4670 Uniform complaint procedures

4680-4687 Williams uniform complaint procedures

UNITED STATES CODE, TITLE 20

6314 Title I schoolwide program

Management Resources:

Williams Uniform Complaint Procedures (Cont.)

WEB SITES

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

California County Superintendents Educational Services Association: <http://www.ccsesa.org>

California Department of Education, Williams case: <http://www.cde.ca.gov/eo/ce/wc>

State Allocation Board, Office of Public School Construction: <http://www.opsc.dgs.ca.gov>

Adopted: 2/2/05

Amended: 10/18/06, 5/16/07, 2/6/08, 2/2/11, 11/5/14

Williams Uniform Complaint Procedures – Exhibit 1

NOTICE TO PARENTS/GUARDIANS, STUDENTS, AND TEACHERS:

K-12 COMPLAINT RIGHTS

Parents/Guardians, Students, and Teachers:

Pursuant to Education Code 35186, you are hereby notified that:

1. There should be sufficient textbooks and instructional materials. That means each student, including an English learner, must have a textbook or instructional materials, or both, to use in class and to take home.
2. School facilities must be clean, safe, and maintained in good repair.
3. There should be no teacher vacancies or misassignments. There should be a teacher assigned to each class and not a series of substitutes or other temporary teachers. The teacher should have the proper credential to teach the class, including the certification required to teach English learners, if present.

Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold.

Teacher vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.

If you choose to file a complaint alleging that any of the above conditions is not being met, your complaint will be addressed through the district's Williams uniform complaint procedures as required by law. A complaint form may be obtained at the school office or district office, or downloaded from the school or district web site. You may also download a copy of the California Department of Education complaint form from the following web site: <http://www.cde.ca.gov/re/cp/uc>. However, a complaint need not be filed using either the district's complaint form or the complaint form from the California Department of Education.

Williams Uniform Complaint Procedures – Exhibit 2

K-12 COMPLAINT FORM:

WILLIAMS UNIFORM COMPLAINT PROCEDURES

Education Code 35186 creates a procedure for the filing of complaints concerning deficiencies related to instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, or teacher vacancy or misassignment. The complaint and response are public documents as provided by law. Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide the contact information below.

Response requested? ☐ Yes ☐ No

Contact information: (if response is requested)

Name: _____

Address: _____

Phone number: Day: _____ Evening: _____

E-mail address, if any: _____

Date problem was observed: _____

Location of the problem that is the subject of this complaint:

School name/address: _____

Course title/grade level and teacher name: _____

Room number/name of room/location of facility: _____

Only the following issues may be the subject of this complaint process. If you wish to complain about an issue not specified below, please contact the school or district for the appropriate district complaint procedure.

Specific issue(s) of the complaint: (Please check all that apply. A complaint may contain more than one allegation.)

1. Textbooks and instructional materials: (Education Code 35186; 5 CCR 4681)

☐ A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.

☐ A student does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each student.

☐ Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.

☐ A student was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.

2. Teacher vacancy or misassignment: (Education Code 35186; 5 CCR 4682)

___ A semester begins and a teacher vacancy exists. A teacher vacancy is a position to which a single designated certificated employee has not been assigned at the beginning of the school year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.

___ A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learners in the class.

___ A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

3. Facilities conditions: (Education Code 17592.72, 35186, 35292.5, 35292.6; 5 CCR 4683)

___ A condition exists that poses an emergency or urgent threat to the health or safety of students or staff including gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to students or staff; structural damage creating a hazardous or uninhabitable condition; and any other condition deemed appropriate by the district.

___ A school restroom has not been cleaned or maintained regularly, is not fully operational, or has not been stocked at all times with toilet paper, soap, or paper towels or functional hand dryers.

___ For a school that serves students in any of grades 6-12 with 40 percent or more of its students from low-income families, as defined, the school has not stocked at least half of its restrooms with feminine products at all times and made those products available to students at no cost.

___ The school has not kept all restrooms open during school hours when students are not in classes and has not kept a sufficient number of restrooms open during school hours when students are in classes. This does not apply when temporary closing of the restroom is necessary for student safety or to make repairs.

Please describe the issue of your complaint in detail. You may attach additional pages and include as much text as necessary to fully describe the situation. For complaints regarding facilities conditions, please describe the emergency or urgent facilities condition and how that condition poses a threat to the health or safety of students or staff.

OROVILLE UNION HIGH SCHOOL DISTRICT

E 1312.4 (4)

Please file this complaint at the following location:

Principal
Las Plumas High School
2380 Las Plumas Avenue
Oroville, CA 95966

Principal
Oroville High School
1535 Bridge Street
Oroville, CA 95966

Principal
Prospect High/Community Day
2060 Second Street
Oroville, CA 95965

Please provide a signature below. If you wish to remain anonymous, a signature is not required. However, all complaints, even anonymous ones, should be dated.

(Signature)

(Date)

Business and Non-instructional Operations

Budget

The Governing Board recognizes its critical responsibility for adopting a sound budget each fiscal year which is aligned with and reflects the district's vision, goals, priorities, local control and accountability plan (LCAP), and other comprehensive plans. The district budget shall guide decisions and actions throughout the year and shall serve as a tool for monitoring the fiscal health of the district.

(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)
(cf. 0400 - Comprehensive Plans)
(cf. 0460 - Local Control and Accountability Plan)
(cf. 3300 - Expenditures and Purchases)
(cf. 3460 - Financial Reports and Accountability)
(cf. 9000 - Role of the Board)

The district budget shall show a complete plan and itemized statement of all proposed expenditures and all estimated revenues for the following fiscal year, together with a comparison of revenues and expenditures for the current fiscal year. The budget shall also include the appropriations limit and the total annual appropriations subject to limitation as determined pursuant to Government Code 7900-7914. (Education Code 42122)

Budget Development and Adoption Process

In order to provide guidance in the development of the budget, the Board shall annually establish budget priorities based on identified district needs and goals and on realistic projections of available funds.

The Superintendent or designee shall oversee the preparation of a proposed district budget for approval by the Board and shall involve appropriate staff in the development of budget projections.

The Board shall hold a public hearing on the proposed budget in accordance with Education Code 42103 and 42127. The hearing shall occur at the same meeting as the public hearing on the district's LCAP and the local control funding formula (LCFF) budget overview for parents/guardians. (Education Code 42103, 42127, 52062, 52064.1)

(cf. 9320 - Meetings and Notices)
(cf. 9322 - Agenda/Meeting Materials)
(cf. 9323 - Meeting Conduct)

The Board shall adopt the district budget at a public meeting held after the date of the public hearing but on or before July 1 of each year. The Board shall adopt the budget following its adoption of the LCAP, or annual update to the LCAP, and the LCFF budget overview for parents/guardians. The budget shall include the expenditures necessary to implement the LCAP or the annual update to the LCAP. (Education Code 42127, 52062)

The budget that is presented at the public hearing as well as the budget formally adopted by the Board shall adhere to the state's Standardized Account Code Structure as prescribed by the Superintendent of Public Instruction (SPI). (Education Code 42126, 42127)

Budget (Cont.)

The Superintendent or designee may supplement this format with additional information as necessary to effectively communicate the budget to the Board, staff, and public.

No later than five days after the Board adopts the district budget or by July 1, whichever occurs first, the Board shall file the adopted district budget with the County Superintendent of Schools. The budget and supporting data shall be maintained and made available for public review. (Education Code 42127)

(cf. 1340 - Access to District Records)

If the County Superintendent disapproves or conditionally approves the district's budget, the Board shall review and respond to the County Superintendent's recommendations at a regular public meeting on or before October 8. The response shall include any revisions to the adopted budget and any other proposed actions to be taken as a result of those recommendations. (Education Code 42127)

Budget Criteria and Standards

The district budget shall be developed in accordance with state criteria and standards specified in 5 CCR 15440-15450 as they relate to projections of average daily attendance (ADA), enrollment, ratio of ADA to enrollment, LCFF revenue, salaries and benefits, other revenues and expenditures, facilities maintenance, deficit spending, fund balance, and reserves. In addition, the Superintendent or designee shall provide the supplemental information specified in 5 CCR 15451 which addresses the methodology and budget assumptions used, contingent liabilities, use of one-time revenues for ongoing expenditures, use of ongoing revenues for one-time expenditures, contingent revenues, contributions, long-term commitments, unfunded liabilities, status of collective bargaining agreements, the LCAP, and LCAP expenditures. (Education Code 33128, 33129, 42127.01; 5 CCR 15440-15451)

The district budget shall provide for increased or improved services for unduplicated students at least in proportion to the increase in funds apportioned on the basis of the number and concentration of unduplicated students in accordance with 5 CCR 15496. Unduplicated students are students who are eligible for free or reduced-price meals, English learners, and/or foster youth. (Education Code 42238.07; 5 CCR 15496)

(cf. 3553 - Free and Reduced Price Meals)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6174 - Education for English Learners)

The Board may establish other budget assumptions or parameters which may take into consideration the stability of funding sources, legal requirements and constraints on the use of funds, anticipated increases and/or decreases in the cost of services and supplies, program requirements, and any other factors necessary to ensure that the budget is a realistic plan for district revenues and expenditures.

(cf. 2210 - Administrative Discretion Regarding Board Policy)
(cf. 3110 - Transfer of Funds)

Budget (Cont.)

Fund Balance

The district shall classify fund balances in compliance with Governmental Accounting Standards Board (GASB) Statement 54, as follows:

1. Non-spendable fund balance includes amounts that are not expected to be converted to cash, such as resources that are not in a spendable form (e.g., inventories and pre-pays) or that are legally or contractually required to be maintained intact.
2. Restricted fund balance includes amounts constrained to specific purposes by their providers or by law.
3. Committed fund balance includes amounts constrained to specific purposes by the Board.

For this purpose, all commitments of funds shall be approved by a majority vote of the Board. The constraints shall be imposed no later than the end of the reporting period (June 30), although the actual amounts may be determined subsequent to that date but prior to the issuance of the financial statements.

4. Assigned fund balance includes amounts which are intended for a specific purpose but do not meet the criteria to be classified as restricted or committed.

The Board delegates authority to assign funds to the assigned fund balance to the Superintendent and authorizes the assignment of such funds to be made any time prior to the issuance of the financial statements. The Superintendent shall have discretion to further delegate the authority to assign funds.

5. Unassigned fund balance includes amounts that are available for any purpose.

When multiple types of funds are available for an expenditure, the district shall first utilize funds from the restricted fund balance as appropriate, then from the committed fund balance, then from the assigned fund balance, and lastly from the unassigned fund balance.

The Board intends to maintain a minimum assigned and unassigned fund balance in an amount the Board deems sufficient to maintain fiscal solvency and stability and to protect the district against unforeseen circumstances. To protect against unforeseen circumstances such as revenue shortfalls and unanticipated expenditures, the Board intends to maintain a minimum unassigned fund balance, which includes a reserve for economic uncertainties equal to at least one and one-half months of general fund operation expenditures, or 12 percent of general fund expenditures and other financing uses.

If the assigned and unassigned fund balance falls below the level set by the Board due to an emergency situation, unexpected expenditures, or revenue shortfalls, the Board shall develop a plan to recover the fund balance which may include dedicating new unrestricted revenues, reducing expenditures, and/or increasing revenues or pursuing other funding sources.

OROVILLE UNION HIGH SCHOOL DISTRICT

BP 3100 (d)

Budget (Cont.)

Reserve Balance

The district budget shall include a minimum reserve balance for economic uncertainties that is consistent with the percentage or amount specified in 5 CCR 15450.

In any year following the fiscal year in which the district is notified by the SPI that the amount of monies in the state Public School System Stabilization Account equals or exceeds three percent of the combined total of general fund revenues appropriated for school districts and allocated local proceeds of taxes, the district budget shall not contain a combined assigned or unassigned ending general fund balance that is in excess of 10 percent of these funds, unless the requirement is waived in accordance with Education Code 42127.01. (Education Code 42127.01)

Long-Term Financial Obligations

The district's current-year budget and multiyear projections shall include adequate provisions for addressing the district's long-term financial obligations, including, but not limited to, long-term obligations resulting from collective bargaining agreements, financing of facilities projects, unfunded or future liability for retiree benefits, and accrued workers' compensation claims.

(cf. 4141/4241 - Collective Bargaining Agreement)
(cf. 4154/4254/4354 - Health and Welfare Benefits)
(cf. 7210 - Facilities Financing)
(cf. 9250 - Remuneration, Reimbursement and Other Benefits)

Budget Amendments

No later than 45 days after the Governor signs the annual Budget Act, the Superintendent or designee shall make available for public review any revisions in budgeted revenues and expenditures which occur as a result of the funding made available by that Budget Act.
(Education Code 42127)

Whenever revenues and expenditures change significantly throughout the year, the Superintendent or designee shall recommend budget amendments to ensure accurate projections of the district's net ending balance. When final figures for the prior-year budget are available, this information shall be used as soon as possible to update the current-year budget's beginning balance and projected revenues and expenditures.

In addition, budget amendments shall be submitted for Board approval as necessary when collective bargaining agreements are accepted, district income declines, increased revenues or unanticipated savings are made available to the district, program proposals are significantly different from those approved during budget adoption, inter-fund transfers are needed to meet actual program expenditures, and/or other significant changes occur that impact budget projections.

Legal Reference:

EDUCATION CODE

1240 Duties of county superintendent of schools

33127-33131 Standards and criteria for local budgets and expenditures

41202 Determination of minimum level of education funding

OROVILLE UNION HIGH SCHOOL DISTRICT

BP 3100 (e)

Budget (Cont.)

42103 Public hearing on proposed budget; requirements for content of proposed budget

42122-42129 Budget requirements

42130-42134 Financial certifications

42140-42142 Disclosure of fiscal obligations

42238-42251 Apportionments to districts, especially:

42238.01-42238.07 Local control funding formula

42602 Use of unbudgeted funds

42610 Appropriation of excess funds and limitation thereon

45253 Annual budget of personnel commission

45254 First year budget of personnel commission

52060-52077 Local control and accountability plan

GOVERNMENT CODE

7900-7914 Appropriations limit

21710-21716 California Employer's Pension Prefunding Trust Program

CODE OF REGULATIONS, TITLE 5

15060 Standardized account code structure

15440-15451 Criteria and standards for school district budgets

15494-15497 Local control funding formula, supplemental and concentration grant expenditures

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

New Requirements for Reporting Fund Balance in Governmental Funds, January 7, 2011

FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM PUBLICATIONS

Fiscal Oversight Guide for AB 1200, AB 2756 and Subsequent Related Legislation, December

2015 GOVERNMENT FINANCE OFFICERS ASSOCIATION

Best Practice: Fund Balance Guidelines for the General Fund, September 2015

GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENTS

Statement 75, Accounting and Financial Reporting for Post-employment Benefits Other Than Pensions, June 2015

Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, February 2009

WEB SITES

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

Association of California School Administrators: <http://www.acsa.org>

California Department of Education, Finance and Grants: <http://www.cde.ca.gov/fg>

California Department of Finance: <http://www.dof.ca.gov>

Fiscal Crisis and Management Assistance Team: <http://www.fcmat.org>

Government Finance Officers Association: <http://www.gfoa.org>

Governmental Accounting Standards Board: <http://www.gasb.org>

School Services of California, Inc.: <http://www.sscal.com>

Adopted: 11/28/90

Amended: 11/15/06, 5/20/09, 3/3/10, 2/2/11, 11/2/11, 12/18/13, 4/14/15, 5/6/16, 6/7/15,
2/28/18

Business and Non-instructional Operations

Budget

Public Hearing

The agenda for the public hearing on the district budget shall be posted at least 72 hours before the hearing and shall indicate the location where the budget may be inspected. The proposed budget shall be available for public inspection at least three working days before this hearing. (Education Code 42103, 42127, 52062)

(cf. 0460 - Local Control and Accountability Plan)
(cf. 9320 - Meetings and Notices)
(cf. 9322 - Agenda/Meeting Materials)

The Superintendent or designee shall notify the County Superintendent of Schools of the location and dates at which the proposed budget may be inspected, as well as the location, date, and time of the public hearing, in sufficient time for the County Superintendent to publish such information in a newspaper of general circulation at least 10 days but not more than 45 days before the hearing, as required by Education Code 42103.

Whenever the proposed district budget includes a combined assigned and unassigned ending fund balance that exceeds the minimum recommended reserve for economic uncertainties adopted by the State Board of Education, the district shall provide, for each fiscal year included in the budget, the following information for public review and discussion at the public hearing: (Education Code 42127; 5 CCR 15450)

1. The minimum recommended reserve for economic uncertainties
2. The combined assigned and unassigned ending fund balances that are in excess of the minimum recommended reserve
3. A statement of reasons substantiating the need for the combined assigned and unassigned ending balances that are in excess of the minimum recommended reserve

During the hearing, any district resident may appear and object to the proposed budget or to any item in the budget. The hearing may conclude when all residents who have requested to be heard have had the opportunity to speak. (Education Code 42103)

(cf. 9323 - Meeting Conduct)

Budget Review Committee for Disapproved Budgets

If the district's budget is disapproved by the County Superintendent for any reason other than disapproval of the district's LCAP or annual update to the LCAP, the budget shall be reviewed by a budget review committee, unless the Board and County Superintendent agree to waive the requirement and the California Department of Education accepts the waiver. (Education Code 42127)

This committee shall consist of either: (Education Code 42127.1, 42127.2)

Business and Non-instructional Operations

Budget

1. Three persons selected by the Board from a list of candidates provided by the Superintendent of Public Instruction (SPI), who shall be selected within five working days after receiving the list of candidates
2. A regional review committee selected and convened by the County Superintendent with the approval of the Board and SPI

If the budget review committee recommends disapproval of the district budget, the Board may submit a response to the SPI no later than five working days after receipt of the committee's report. The response may include any revisions to the adopted final budget and any other proposed actions to be taken as a result of the committee's recommendations. (Education Code 42127.3)

If the SPI disapproves the district budget after reviewing the committee's report and the district's response, the Board shall consult with the County Superintendent to develop and adopt, by December 31, a fiscal plan and budget that will allow the district to meet its current fiscal year and multiyear financial obligations. For the current fiscal year, the district shall operate in accordance with the budget adopted by the County Superintendent. (Education Code 42127.3)

Until the district receives approval of its budget, it shall continue to operate either on the basis of the prior year's budget or on the basis of the current year's unapproved budget as adopted and revised by the Board, whichever budget contains a lower total spending authority. (Education Code 42127.4)

Business and Non-instructional Operations

Fees and Charges

The Governing Board recognizes its responsibility to ensure that books, materials, equipment, supplies, and other resources necessary for student participation in the district's educational program are made available to students at no cost.

No student shall be required to pay a fee, deposit, or other charge for participation in an educational activity which constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities. (Education Code 49010, 49011; 5 CCR 350)

(cf. 3100 - Budget)

(cf. 6145 - Extracurricular and Co-curricular Activities)

As necessary, the Board may approve fees, deposits, and other charges which are specifically authorized by law. When approving such fees, deposits, or charges, establishing fee schedules, or determining whether waivers or exceptions should be granted, the Board shall consider relevant data, including the socioeconomic conditions of students' families and their ability to pay.

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

(cf. 0415 - Equity)

(cf. 3250 - Transportation Fees)

(cf. 3553 - Free and Reduced Price Meals)

(cf. 5143 - Insurance)

(cf. 9323.2 - Actions by the Board)

The prohibition against student fees shall not prevent the district from soliciting for donations, conducting fundraising activities, or providing prizes or other recognition for participants in such activities and events. The Superintendent or designee shall emphasize that participation of students, parents/guardians, district employees, volunteers, or educational or civic organizations in such activities and events is voluntary. The district shall not offer or award to a student any course credit or privileges related to educational activities in exchange for voluntary donations or participation in fundraising activities by or on behalf of the student. The district also shall not remove or threaten to remove from a student any course credit or privileges related to educational activities, or otherwise discriminate against the student, due to a lack of voluntary donations or participation in fundraising activities by or on behalf of the student.

(cf. 1321 - Solicitation of Funds from and by Students)

(cf. 3290 - Gifts, Grants and Bequests)

The Superintendent or designee may provide information or professional development opportunities to administrators, teachers, and other personnel regarding permissible fees.

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

Complaints

A complaint alleging district noncompliance with the prohibition against requiring student fees, deposits, or other charges shall be filed in accordance with the district's procedures in BP/AR 1312.3 - Uniform Complaint Procedures. (Education Code 49013)

Fees and Charges (Cont.)

(cf. 1312.3 - Uniform Complaint Procedures)

If, upon investigation, the district finds merit in the complaint, the Superintendent or designee shall recommend and the Board shall adopt an appropriate remedy to be provided to all affected students and parents/guardians in accordance with 5 CCR 4600.

Information related to the prohibition against requiring students to pay fees for participation in an educational activity shall be included in the district's annual notification of uniform complaint procedures to be provided to all students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 49013)

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

(cf. 5145.6 - Parental Notifications)

Collection of Debt

The Superintendent or designee shall, in accordance with law, recover any debt owed to the district as a result of unpaid permissible student fees approved by the Board. However, the district shall not bill a current or former student for accumulated debt, nor take negative action against a student or former student because of such debt, including, but not limited to, any of the following: (Education Code 49014)

1. Denying full credit for any class assignment
2. Denying full and equal participation in any classroom activity
3. Denying access to the library or other on-campus educational facilities
4. Denying or withholding grades or transcripts
5. Denying or withholding a diploma
6. Limiting or barring participation in an extracurricular activity, club, or sport
7. Limiting or excluding the student from participation in an educational activity, field trip, or school ceremony

Legal Reference:

EDUCATION CODE

8239 Preschool and wraparound child care services

8250 Child care and development services for children with disabilities

8263 Child care eligibility

8422 21st Century High School After School Safety and Enrichment for Teens programs

8482.6 After School Education and Safety programs

8760-8774 Outdoor science, conservation, and forestry programs

17453.1 District sale or lease of Internet appliances or personal computers to parents of students

17551 Property fabricated by students

19910-19911 Offenses against libraries

32033 Eye protective devices

32221 Insurance for athletic team member

Fees and Charges (Cont.)

32390 Fingerprinting program
35330-35332 Excursions and field trips
35335 School camp programs
38080-38086.1 Cafeteria establishment and use
38120 Use of school band equipment on excursions to foreign countries
39801.5 Transportation for adults
39807.5 Payment of transportation costs
39837 Transportation of students to places of summer employment
48050 Residents of adjoining states
48052 Tuition for foreign residents
48904 Liability of parent or guardian
49010-49013 Student fees
49014 Public School Fair Debt Collection Act
49065 Charge for copies
49066 Grades, effect of physical education class apparel
49091.14 Prospectus of school curriculum
49557.5 Unpaid school meal fees
51810-51815 Community service classes
52612 Tuition for adult classes
52613 Nonimmigrant foreign nationals
56504 School records; students with disabilities
60410 Students in classes for adults
GOVERNMENT CODE
6253 Request for copy; fee
CALIFORNIA CONSTITUTION
Article 9, Section 5 Common school system
CODE OF REGULATIONS, TITLE 5
350 Fees not permitted
4600-4687 Uniform complaint procedures
UNITED STATES CODE, TITLE 8
1184 Nonimmigrant students
COURT DECISIONS
Arcadia Unified School District v. State Department of Education (1992) 2 Cal 4th 251
Driving School Assn of CA v. San Mateo Union HSD (1992) 11 Cal. App. 4th 1513
Steffes v. California Interscholastic Federation (1986) 176 Cal. App. 3d 739
Hartzell v. Connell (1984) 35 Cal. 3d 899
CTA v. Glendale School District Board of Education (1980) 109 Cal. App. 3d 738
Management Resources:
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Pupil Fees, Deposits and Other Charges, Fiscal Management Advisory 17-01, July 28, 2017
WEB SITES
CSBA: <http://www.csba.org>
California Department of Education: <http://www.cde.ca.gov>

Adopted: 11/17/04
Amended: 2/6/13, 12/17/14, 7/19/17

Business and Non-instructional Operations

Fees and Charges

When approved by the Governing Board, the Superintendent or designee may impose a fee for the following: (5 CCR 350)

1. Insurance for athletic team members, with an exemption providing for the district to pay the cost of the insurance for any team member who is financially unable to pay (Education Code 32221)

(cf. 5143 - Insurance)
2. Insurance for medical or hospital service for students participating in field trips and excursions (Education Code 35331)
3. Expenses of students' participation in a field trip or excursion within the state or to another state, the District of Columbia, or a foreign country, as long as no student is prohibited from making the field trip due to lack of funds (Education Code 35330)

(cf. 6153 - School-Sponsored Trips)
4. Student fingerprinting program, as long as the fee does not exceed the actual costs associated with the program (Education Code 32390)

(cf. 5142.1 - Identification and Reporting of Missing Children)
5. School camp programs in outdoor science education, conservation education, or forestry operated pursuant to Education Code 8760-8774, provided that the fee is not mandatory and no student is denied the opportunity to participate for nonpayment of the fee (Education Code 35335)

(cf. 6142.5 - Environmental Education)
6. Reimbursement to the district for the direct cost of materials used by students to fabricate property they will take home for their own possession and use, such as wood shop, art, or sewing projects kept by students (Education Code 17551)
7. Home-to-school transportation and transportation between regular, full-time day schools and regional occupational centers, programs, or classes, as long as the fee does not exceed the statewide average nonsubsidized cost per student, the district provides a waiver based on financial need, and an exemption is made for any student with a disability whose individualized education program includes transportation as a related service necessary to receive a free appropriate public education (Education Code 39807.5)

(cf. 3250 - Transportation Fees)
(cf. 6159 - Individualized Education Program)
(cf. 6178.2 - Regional Occupational Center/Program)
8. Transportation for students to and from their places of employment in connection with any summer employment program for youth (Education Code 39837)
9. Deposit for school band instruments, music, uniforms, and other regalia which school band members take on excursions to foreign countries (Education Code 38120)

Fees and Charges (Cont.)

10. Sale or lease of personal computers or of Internet appliances that allow a person to connect to or access the district's educational network, provided that the items are sold or leased to parents/guardians at no more than cost and the district provides network access for families who cannot afford it (Education Code 17453.1)

(cf. 0440 - District Technology Plan)
(cf. 6163.4 - Student Use of Technology)
11. An adult education or secondary school community service class in civic, vocational, literacy, health, homemaking, and technical and general education, not to exceed the cost of maintaining the class (Education Code 51810-51815)

(cf. 6142.4 - Service Learning/Community Service Classes)
12. Eye safety devices worn in courses or activities involving the use of hazardous substances likely to cause injury to the eyes, when being sold to students and/or teachers or instructors to keep and at a price not to exceed the district's actual costs (Education Code 32033)

(cf. 3514.1 - Hazardous Substances)
(cf. 5142 - Safety)
13. Actual cost of furnishing copies of any student's records, except that no charge shall be made for furnishing up to two transcripts or two verifications of a former student's records or for reproducing records of a student with a disability when the cost would effectively prevent the parent/guardian from exercising the right to receive the copies (Education Code 49065, 56504)

(cf. 5125 - Student Records)
14. Actual cost of duplication for reproduction of the prospectus of school curriculum or for copies of public records (Education Code 49091.14; Government Code 6253)

(cf. 1340 - Access to District Records)
(cf. 5020 - Parent Rights and Responsibilities)
15. Food sold at school, subject to free and reduced-price meal program eligibility and other restrictions specified in law (Education Code 38084)

(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3551 - Food Service Operations/Cafeteria Funds)
(cf. 3553 - Free and Reduced Price Meals)
(cf. 3554 - Other Food Sales)
16. In accordance with law, replacement cost or reimbursement for lost or willfully damaged district books, supplies, or property, or for district property loaned to a student that the student fails to return (Education Code 19910-19911, 48904)

(cf. 3515.4 - Recovery for Property Loss or Damage)
17. Tuition for district school attendance by an out-of-state or out-of-country resident (Education Code 48050, 48052, 52613; 8 USC 1184)

Fees and Charges (Cont.)

(cf. 5111.1 - District Residency)
(cf. 5111.2 - Nonresident Foreign Students)

18. Adult education books, materials, transportation, and classes, except that no fee may be charged for classes in elementary subjects, classes for which high school credit is granted when taken by a person who does not hold a high school diploma, or classes in English and citizenship (Education Code 39801.5, 52612, 60410)

(cf. 6200 - Adult Education)

19. Preschool and child care and development services, in accordance with the fee schedule established by the Superintendent of Public Instruction, unless the family qualifies for subsidized services or the program is exempted from fees by law (Education Code 8239, 8250, 8263)

(cf. 5148 - Child Care and Development)
(cf. 5148.3 - Preschool/Early Childhood Education)

20. Participation in a before-school or after-school program that is funded as an After School Education and Safety (ASES) program, 21st Century Community Learning Center (21st CCLC), or 21st Century High School After School Safety and Enrichment for Teens program, provided that fees are waived or reduced for families with students who are eligible for free or reduced-price meals and, in regard to ASES and 21st CCLC programs, fees are not charged if the district knows the student is a homeless or foster youth (Education Code 8422, 8482.6)

(cf. 5148.2 - Before/After School Programs)
(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)

21. Advanced Placement and International Baccalaureate Diploma examinations for college credits, as long as the examination is not a course requirement and the results have no impact on student grades or credits in the course

(cf. 6141.4 - International Baccalaureate Program)
(cf. 6141.5 - Advanced Placement)

Collection of Debt

Before pursuing payment of any debt that has accumulated from unpaid permissible fees, the Superintendent or designee shall provide an itemized invoice for any amount owed by the parent/guardian on behalf of a student or former student. The invoice shall reference district policies related to debt collection and the rights established pursuant to Education Code 49014 and 49557.5. For each payment received, the district shall provide a receipt to the parent/guardian. (Education Code 49014)

The Superintendent or designee shall not sell debt owed by a parent/guardian of a student or former student. (Education Code 49014)

Adopted: 11/17/04
Amended: 2/6/13, 12/17/14, 7/19/17

Personnel

Nondiscrimination in Employment

The Governing Board is determined to provide a safe, positive environment where all district employees are assured of full and equal employment access and opportunities, protection from harassment and intimidation, and freedom from any fear of reprisal or retribution for asserting their employment rights in accordance with law. For purposes of this policy, employees include job applicants, interns, volunteers, and persons who contracted with the district to provide services, as applicable.

(cf. 1240 - Volunteer Assistance)
(cf. 3312 - Contracts)
(cf. 3600 - Consultants)
(cf. 4111/4211/4311 - Recruitment and Selection)

No district employee shall be discriminated against or harassed by any coworker, supervisor, manager, or other person with whom the employee comes in contact in the course of employment, on the basis of the employee's actual or perceived race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, sex, sexual orientation, gender, gender identity, gender expression, or association with a person or group with one or more of these actual or perceived characteristics.

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

The district shall not inquire into any employee's immigration status nor discriminate against an employee on the basis of immigration status, unless there is clear and convincing evidence that it is necessary to comply with federal immigration law. (2 CCR 11028)

Discrimination in employment based on the characteristics listed above is prohibited in all areas of employment and in all employment-related practices, including the following:

1. Discrimination in hiring, compensation, terms, conditions, and other privileges of employment

(cf. 4151/4251/4351 - Employee Compensation)
(cf. 4154/4254/4354 - Health and Welfare Benefits)

2. Taking of an adverse employment action, such as termination or the denial of employment, promotion, job assignment, or training
3. Unwelcome conduct, whether verbal, physical, or visual, that is so severe or pervasive as to adversely affect an employee's employment opportunities, or that has the purpose or effect of unreasonably interfering with the individual's work performance or creating an intimidating, hostile, or offensive work environment
4. Actions and practices identified as unlawful or discriminatory pursuant to Government Code 12940 or 2 CCR 11006-11086, such as:
 - a. Sex discrimination based on an employee's pregnancy, childbirth, breastfeeding, or any related medical condition or on an employee's gender, gender expression, or gender identity, including transgender status.

Nondiscrimination in Employment (Cont.)

(cf. 4033 - Lactation Accommodation)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

- b. Religious creed discrimination based on an employee's religious belief or observance, including religious dress or grooming practices, or based on the district's failure or refusal to use reasonable means to accommodate an employee's religious belief, observance, or practice which conflicts with an employment requirement

(cf. 4119.22/4219.22/4319.22 - Dress and Grooming)

- c. Requirement for a medical or psychological examination of a job applicant, or an inquiry into whether a job applicant has a mental or physical disability or a medical condition or as to the severity of any such disability or condition, without the showing of a job-related need or business necessity

(cf. 4119.41/4219.41/4319.41 - Employees with Infectious Disease)

- d. Failure to make reasonable accommodation for the known physical or mental disability of an employee, or to engage in a timely, good faith, interactive process with an employee who has requested such accommodations in order to determine the effective reasonable accommodations, if any, to be provided to the employee

(cf. 4032 - Reasonable Accommodation)

The Board also prohibits retaliation against any district employee who opposes any discriminatory employment practice by the district or its employees, agents, or representatives or who complains, testifies, assists, or in any way participates in the district's complaint process pursuant to this policy. No employee who requests an accommodation for any protected characteristic listed in this policy shall be subjected to any punishment or sanction, regardless of whether the request was granted. (Government Code 12940; 2 CCR 11028)

No employee shall, in exchange for a raise or bonus or as a condition of employment or continued employment, be required to sign any document that releases the employee's right to file a claim against the district or to disclose information about harassment or other unlawful employment practices. (Government Code 12964.5)

Complaints concerning employment discrimination, harassment, or retaliation shall immediately be investigated in accordance with procedures specified in the accompanying administrative regulation.

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment, including harassment of an employee by a nonemployee, shall report the incident to the Superintendent or designated district coordinator as soon as practical after the incident. All other employees are encouraged to report such incidents to their supervisor immediately. The district shall protect any employee who reports such incidents from retaliation.

Nondiscrimination in Employment (Cont.)

The Superintendent or designee shall use all appropriate means to reinforce the district's nondiscrimination policy, including providing training and information to employees about how to recognize harassment, discrimination, or other related conduct, how to respond appropriately, and components of the district's policies and regulations regarding discrimination. The Superintendent or designee shall regularly review the district's employment practices and, as necessary, shall take action to ensure district compliance with the nondiscrimination laws.

Any district employee who engages in prohibited discrimination, harassment, or retaliation or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior in violation of this policy shall be subject to disciplinary action, up to and including dismissal.

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

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

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

CIVIL CODE

51.7 Freedom from violence or intimidation

GOVERNMENT CODE

11135 Unlawful discrimination

11138 Rules and regulations

12900-12996 Fair Employment and Housing Act, especially:

12940-12952 Unlawful employment practices

12960-12976 Unlawful employment practices; complaints

PENAL CODE

422.56 Definitions, hate crimes

CODE OF REGULATIONS, TITLE 2

11006-11086 Discrimination in employment, especially:

11013 Recordkeeping

11019 Terms, conditions and privileges of employment

11023 Harassment and discrimination prevention and correction

11024 Sexual harassment training and education

11027-11028 National origin and ancestry discrimination

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972

UNITED STATES CODE, TITLE 29

621-634 Age Discrimination in Employment Act

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

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

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

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

2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964

6101-6107 Age discrimination in federally assisted programs

Nondiscrimination in Employment (Cont.)

12101-12213 Americans with Disabilities Act
CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act
CODE OF FEDERAL REGULATIONS, TITLE 34

100.6 Compliance information

104.7 Designation of responsible employee for Section 504

104.8 Notice

106.8 Designation of responsible employee and adoption of grievance procedures

106.9 Dissemination of policy

110.1-110.39 Nondiscrimination on the basis of age

COURT DECISIONS

Thompson v. North American Stainless LP, (2011) 131 S.Ct. 863

Shephard v. Loyola Marymount, (2002) 102 Cal.App.4th 837

Management Resources:

CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING PUBLICATIONS

California Law Prohibits Workplace Discrimination and Harassment

Transgender Rights in the Workplace

Workplace Harassment Guide for California Employers

Your Rights and Obligations as a Pregnant Employee

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

Notice of Non-Discrimination, August 2010

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS

EEOC Compliance Manual

Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors,
June 1999

WEB SITES

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

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

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

Adopted: 8/20/03

Amended: 2/21/07, 11/17/10, 8/15/12, 2/6/13, 3/15/17

Personnel

Nondiscrimination in Employment

All allegations of discrimination in employment, including those involving an employee, job applicant, intern, volunteer, or person contracted to provide services to the district shall be investigated and resolved in accordance with procedures specified in this administrative regulation.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 1240 - Volunteer Assistance)
(cf. 3312 - Contracts)
(cf. 3600 - Consultants)
(cf. 4032 - Reasonable Accommodation)

The district designates the position identified below as its coordinator for nondiscrimination in employment (coordinator) to coordinate the district's efforts to comply with state and federal nondiscrimination laws and to answer inquiries regarding the district's nondiscrimination policies. The coordinator may be contacted at:

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

Measures to Prevent Discrimination

To prevent unlawful discrimination, harassment, and retaliation in district employment, the Superintendent or designee shall implement the following measures:

1. Display in a prominent and accessible location at every work site where the district has employees and post electronically on computers in a conspicuous location, the California Department of Fair Employment and Housing (DFEH) posters in regard to workplace discrimination and harassment and the rights of transgender employees (Government Code 12950)

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

2. Publicize the district's nondiscrimination policy and regulation, including the complaint procedures and the coordinator's contact information, by: (5 CCR 4960; 34 CFR 100.6, 106.9)
 - a. Including them in each announcement, bulletin, or application form that is used in employee recruitment
 - b. Posting them in all district schools and offices, including staff lounges and other prominent locations
 - c. Posting them on the district's web site and providing easy access to them through district-supported social media, when available

(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)
(cf. 4111/4211/4311 - Recruitment and Selection)

Nondiscrimination in Employment (Cont.)

3. Disseminate the district's nondiscrimination policy to all employees by one or more of the following methods: (2 CCR 11023)
 - a. Printing and providing a copy of the policy to all employees, with an acknowledgment form for each employee to sign and return
 - b. Sending the policy via email with an acknowledgment return form
 - c. Posting the policy on the district intranet with a tracking system ensuring all employees have read and acknowledged receipt of the policies
 - d. Discussing the policy with employees upon hire and/or during a new hire orientation session
 - e. Any other way that ensures employees receive and understand the policy

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

4. Provide to employees a handbook which contains information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to employees who believe they have been the victim of any discriminatory or harassing behavior
5. Provide training to employees, volunteers, and interns regarding the district's nondiscrimination policy, including what constitutes unlawful discrimination, harassment, and retaliation and how and to whom a report of an incident should be made

The district may also provide bystander intervention training to employees that includes information and practical guidance on how to recognize potentially problematic behaviors and motivates them to take action when they observe such behaviors. The training and education may include exercises to provide employees with the skills and confidence to intervene as appropriate and to provide them with resources they can call upon that support their intervention. (Government Code 12950.2)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

6. Periodically review the district's recruitment, hiring, and promotion processes and regularly monitor the terms, conditions, and privileges of employment to ensure district compliance with law
7. For any district facility where 10 percent of employees have a language other than English as their spoken language, translate the policy into every language spoken by at least 10 percent of the workforce

Any complaint alleging unlawful discrimination or harassment shall be addressed in accordance with the following procedures:

Nondiscrimination in Employment (Cont.)

Complaint Procedure

1. Notice and Receipt of Complaint: A complainant may inform a direct supervisor, another supervisor, the coordinator, the Superintendent or, if available, a complaint hotline or an ombudsman. The employee's direct supervisor may be bypassed in filing a complaint where the supervisor is the subject of the complaint.

The complainant may file a written complaint in accordance with this procedure or may first attempt to resolve the situation informally with the employee's supervisor.

A supervisor or manager who has received information about an incident of discrimination or harassment, or has observed such an incident, shall report it to the coordinator, whether or not the complainant files a written complaint.

The written complaint should contain the complainant's name, the name of the individual who allegedly committed the act, a description of the incident, the date and location where the incident occurred, any witnesses who may have relevant information, other evidence of the discrimination or harassment, and any other pertinent information which may assist in investigating and resolving the complaint.

2. Investigation Process: The coordinator shall initiate an impartial investigation of an allegation of discrimination or harassment within five business days of receiving notice of the alleged discriminatory or harassing behavior, regardless of whether a written complaint has been filed or whether the written complaint is complete.

The coordinator shall meet with the complainant to describe the district's complaint procedure and discuss the actions being sought by the complainant in response to the allegation. The coordinator shall inform the complainant that the investigation of the allegations will be fair, timely, and thorough and will be conducted in a manner that provides all parties due process and reaches reasonable conclusions based on the evidence collected. The coordinator shall also inform the parties that the investigation will be kept confidential to the extent possible, but that some information may be revealed as necessary to conduct an effective investigation.

(cf. 3580 - District Records)

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

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

If the coordinator determines that a detailed fact-finding investigation is necessary, the investigation shall begin immediately. As part of this investigation, the coordinator should interview the complainant, the person accused, and other persons who could be expected to have relevant information.

The coordinator shall track and document the progress of the investigation to ensure reasonable progress and shall inform the parties as necessary.

When necessary to carry out the investigation or to protect employee safety, the coordinator may discuss the complaint with the Superintendent or designee, district legal counsel, or the district's risk manager.

Nondiscrimination in Employment (Cont.)

The coordinator shall also determine whether interim measures, such as scheduling changes, transfers, or leaves, need to be taken before the investigation is completed to ensure that further incidents are prevented. The coordinator shall ensure that such interim measures do not constitute retaliation.

3. Written Report on Findings and Remedial/Corrective Action: No more than 20 business days after receiving the complaint, the coordinator shall conclude the investigation and prepare a written report of the findings. This timeline may be extended for good cause. If an extension is needed, the coordinator shall notify the parties and explain the reasons for the extension.

The report shall include the decision and the reasons for the decision and shall summarize the steps taken during the investigation. If a determination has been made that discrimination or harassment occurred, the report shall also include any corrective action(s) that have been or will be taken to address the behavior, provide appropriate options for remedial actions and resolutions for the complainant, and ensure that retaliation or further discrimination or harassment is prevented. The report shall be presented to the Superintendent or designee.

A summary of the findings shall be presented to the complainant and the person accused.

4. Appeal to the Governing Board: The complainant or the person accused may appeal any findings to the Board within 10 business days of receiving the written report of the coordinator's findings. The Superintendent or designee shall provide the Board with all information presented during the investigation. Upon receiving an appeal, the Board shall schedule a hearing as soon as practicable. Any complaint against a district employee shall be addressed in closed session in accordance with law. The Board shall render its decision within 10 business days.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 9321 - Closed Session Purposes and Agendas)

Other Remedies

In addition to filing a discrimination or harassment complaint with the district, a person may file a complaint with either DFEH or the Equal Employment Opportunity Commission (EEOC). The time limits for filing such complaints are as follows:

1. To file a valid complaint with DFEH, within one year of the alleged discriminatory act(s), unless an exception exists pursuant to Government Code 12960
2. To file a valid complaint directly with EEOC, within 180 days of the alleged discriminatory act(s) (42 USC 2000e-5)
3. To file a valid complaint with EEOC after first filing a complaint with DFEH, within 300 days of the alleged discriminatory act(s) or within 30 days after the termination of proceedings by DFEH, whichever is earlier (42 USC 2000e-5)

Adopted: 8/20/03
Amended: 3/15/17

Students

Withholding Grades, Diploma or Transcripts

When a minor student willfully cuts, defaces, or otherwise injures real or personal property of the district or willfully does not return district property that has been loaned to the student, the student's parents/guardians may be required to pay the costs of all damages within the limits established pursuant to Education Code 48904. Until the student's parents/guardians have paid for the damages or the student has completed voluntary work or other nonmonetary alternative offered by the district in lieu of monetary damages, the Superintendent or designee may withhold the student's grades, diploma, and/or transcripts. (Education Code 48904, 49014)

(cf. 3515.4 - Recovery for Property Loss or Damage)
(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 5125 - Student Records)
(cf. 5131.5 - Vandalism and Graffiti)
(cf. 6161.2 - Damaged or Lost Instructional Materials)

This administrative regulation shall not apply to a student who is a current or former homeless or foster youth. (Education Code 49014)

Before withholding a student's grades, diploma, and/or transcripts, the Superintendent or designee shall inform the student's parents/guardians in writing of the student's alleged misconduct. (Education Code 48904)

(cf. 5145.6 - Parental Notifications)

The student shall be afforded due process consistent with procedures established for the expulsion of students. (Education Code 48904)

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

When a student who is transferring into the district has had grades, a diploma, and/or transcripts withheld by the previous district, the Superintendent or designee shall continue to withhold the student's grades, diploma, and/or transcripts until notified by the previous district that the decision to withhold has been rescinded. (Education Code 48904.3)

Upon receiving notice that a student whose grades, diploma, and/or transcripts have been withheld by this district has transferred to another district in California, the Superintendent or designee shall provide the student's records to the new district and notify the new district that the student's grades, diploma, and/or transcripts are being withheld from the student and parents/guardians pursuant to Education Code 48904.

The Superintendent or designee shall also notify the student's parents/guardians in writing that the decision to withhold the student's grades, diploma, and/or transcripts will be enforced by the new district. (Education Code 48904.3)

Students

Withholding Grades, Diploma or Transcripts

Legal Reference:

EDUCATION CODE

48904 Liability of parent

48904.3 Withholding grades, diplomas, or transcripts of pupils causing property damage or injury; transfer of pupils to new school districts; notice to rescind decision to withhold

48911 Suspension by principal, designee or superintendent

49014 Public School Fair Debt Collection Act

49069 Absolute right to access

Adopted: 11/1/06
Amended: 12/20/17

Students

Awards for Achievement

The Governing Board encourages excellence as a goal for all students and wishes to publicly recognize students for exemplary achievement in academic, athletic, extracurricular, or community service activities.

(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 5127 - Graduation Ceremonies and Activities)
(cf. 6142.4 - Service Learning/Community Service Classes)

District/School Awards

Student awards may include verbal recognition, a letter, a certificate, a Board resolution, public ceremony, trophy, gift, plaque, cash gift, or gift card.

The Superintendent or designee shall develop criteria for the selection of student award recipients.

Golden State Seal Merit Diploma

At graduation from high school, special recognition shall be awarded to those students whose academic achievements in core curriculum areas have been outstanding.

The Superintendent or designee shall identify high school students who have demonstrated mastery of the high school curriculum qualifying them for the Golden State Seal Merit Diploma. (Education Code 51454)

(cf. 6162.51 - State Academic Achievement Tests)

Biliteracy Award

The district shall present the State Seal of Biliteracy to each graduating high school student who has attained a high level of proficiency in speaking, reading, and writing in one or more languages in addition to English. (Education Code 51460-51464)

(cf. 6142.2 - World/Foreign Language Instruction)
(cf. 6174 - Education for English Language Learners)

In order to affirm the value of bilingualism and encourage students' enrollment in world language programs, the Superintendent or designee may present awards at appropriate grade levels to recognize the pursuit and/or attainment of grade-level proficiency in one or more languages in addition to English.

Scholarship Fund

The Board shall establish and maintain a scholarship fund which may be used to provide scholarships to bona fide students or graduates of district schools. (Education Code 35310, 35315)

Awards for Achievement (Cont.)

(cf. 1260 - Educational Foundation)
(cf. 3290 - Gifts, Grants and Bequests)

The district's scholarship fund shall be administered by a district committee composed of Board members, the Superintendent, and such other community, staff, administrative, and/or student representatives as determined by the Board. (Education Code 35310)

(cf. 1220 - Citizen Advisory Committees)
(cf. 9140 - Board Representatives)

The committee may accept gifts, donations, and bequests made for the purposes of the fund and may prescribe conditions or restrictions on these gifts and bequests. If the donor imposes any conditions, the committee shall review the conditions and make a recommendation to the Board as to the compatibility of such conditions with the intent and purpose of the fund. The Board may prohibit the committee from accepting any donation under conditions it finds incompatible with the fund's intents and purposes. (Education Code 35313)

The Superintendent or designee shall report to the Board at least annually regarding the status and activity of the fund. (Education Code 35319)

Legal Reference:

EDUCATION CODE

220 Nondiscrimination

35160 Authority of governing boards

35310-35319 Scholarship and loan funds

44015 Awards to employees and students

51243-51245 Credit for private school foreign language instruction

51450-51455 Golden State Seal Merit Diploma

51460-51464 State Seal of Biliteracy

52164.1 Assessment of English language skills of English learners

CODE OF REGULATIONS, TITLE 5

876 Golden State Seal Merit Diploma

1632 Credit for private school foreign language instruction

11510-11516 Assessment of English language development

Management Resources:

WEB SITES

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

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

Californians Together: <http://www.californianstogether.org>

Adopted: 9/5/07

Amended: 2/2/11, 12/7/11, 11/7/12, 11/16/16

Students

Graduation Ceremonies and Activities

High school graduation ceremonies shall be held to recognize those students who have earned a diploma by successfully completing the required course of study, satisfying district standards, and passing any required assessments. The Governing Board believes that these students deserve the privilege of a public celebration that recognizes the significance of their achievement and encourages them to continue the pursuit of learning throughout their lives.

(cf. 6011 - Academic Standards)

(cf. 6143 - Courses of Study)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)

At the discretion of the Superintendent or designee, a student who will complete graduation requirements during the summer may be allowed to participate in graduation exercises without receiving a diploma. When the requirements have been satisfied, a diploma shall be sent to the student.

High school students who have passed a high school equivalency test or the California High School Proficiency Examination must also meet district graduation requirements in order to participate in graduation ceremonies.

(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)

Invocations, prayers, or benedictions shall not be included in graduation ceremonies. The school or district shall not sponsor other ceremonies or programs for graduates that include prayer.

(cf. 1330 - Use of School Facilities)

(cf. 5145.2 - Freedom of Speech/Expression)

Honors and Awards

To honor superior academic achievement, graduation ceremonies shall include recognition of valedictorian(s) and salutatorian(s). Valedictorian(s) and salutatorian(s) shall be selected based on established criteria and procedures that use multiple measures of academic performance.

(cf. 5121 - Grades/Evaluation of Student Achievement)

The Superintendent or designee shall identify other school-sponsored awards which may be given during graduation exercises. A separate awards program may be held to recognize graduating students receiving other school and non-school awards.

(cf. 5126 - Awards for Achievement)

Graduation Attire

The Superintendent or designee may require graduating students to wear ceremonial attire, such as cap and gown, at the ceremony.

(cf. 3260 - Fees and Charges)

Graduation Ceremonies and Activities (Cont.)

Any graduating student who has completed basic training and is an active member of any branch of the United States Armed Forces may, at the student's option, wear a military dress uniform at the ceremony. (Education Code 35183.3)

Students shall be permitted to wear tribal regalia or recognized objects of religious or cultural significance as an adornment to the customary ceremonial attire, as long as the adornment does not cause a substantial disruption of, or material interference with, the graduation ceremony. (Education Code 35183.1)

Students who desire to wear such adornments shall seek permission from the Superintendent or designee at least 14 days before the graduation ceremony.

Disciplinary Considerations

Students are expected to comply with district and school policies, regulations, and rules throughout the school session, including during graduation and related events. Students shall not be denied the privilege of participating in graduation ceremonies and activities except as discipline in cases of serious misconduct. In no event shall a student be denied participation in graduation ceremonies unless the principal or designee has informed the student and the student's parents/guardians of the misconduct and has given them an opportunity to respond.

(cf. 5131 - Conduct)

(cf. 5144 - Discipline)

During the graduation ceremony, a student may be removed from the ceremony for conduct that is disruptive or that poses a risk to safety.

High school seniors shall be notified of this policy in advance, through the student handbook or other means, and shall be required to acknowledge receiving it.

Legal Reference:

EDUCATION CODE

35183.1 Graduation ceremonies; tribal regalia or recognized object of religious/cultural significance

35183.3 Graduation ceremonies; military dress uniforms

38119 Lease of personal property; caps and gowns

48904 Liability of parent or guardian; withholding of grades, diplomas, transcripts

51225.5 Honorary diplomas; foreign exchange students

51410-51413 Diplomas

COURT DECISIONS

Workman v. Greenwood Community School Corporation, (2010) Case No. 1:2010cv00293

Cole v. Oroville Union High School District, (2000, 9th Cir.) 228 F.3d 1092

Santa Fe Independent School District v. Doe, (2000) 530 U.S. 290

Lee v. Weisman, (1992) 505 U.S. 577

Sands v. Morongo Unified School District, (1991) 53 Cal. 3d 863

Lemon v. Kurtzman, (1971) 403 U.S. 602

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Pupil Fees, Deposits and Other Charges, Fiscal Management Advisory 17-01, July 28, 2017

Graduation Ceremonies and Activities (Cont.)

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools,
February 2003

WEB SITES

AASA The School Superintendents Association: <http://www.aasa.org>

Antidefamation League: <https://www.adl.org>

California Department of Education, High School: <http://www.cde.ca.gov/ci/gs/hs>

U.S. Department of Education: <http://www.ed.gov>

Adopted: 9/5/07

Amended: 2/2/11

Board Bylaws

Actions by the Board

The Governing Board shall act by a majority vote of all of the membership constituting the Board, unless otherwise required by law. (Education Code 35164)

(cf. 9000 - Role of the Board)
(cf. 9005 - Governance Standards)
(cf. 9012 - Board Member Electronic Communications)
(cf. 9200 - Limits of Board Member Authority)

An "action" by the Board means: (Government Code 54952.6)

1. A collective decision by a majority of the Board members
2. A collective commitment or promise by a majority of the Board members to make a positive or negative decision
3. A vote by a majority of the Board members when sitting as the Board upon a motion, proposal, resolution, order, or ordinance

The Board shall not take action by secret ballot, whether preliminary or final. (Government Code 54953)

Actions taken by the Board in open session shall be recorded in the Board minutes. (Education Code 35145)

(cf. 9324 - Minutes and Recordings)

Action on Non-Agenda Items

After publicly identifying the item, the Board may take action on a subject not appearing on the posted meeting agenda under any of the following conditions: (Government Code 54954.2)

1. When a majority of the Board determines that an emergency situation exists, as defined for emergency meetings pursuant to Government Code 54956.5
2. When two-thirds of the members present, or if less than two-thirds of the members are present then by a unanimous vote of all members present, determine that the need to take immediate action came to the district's attention after the agenda was posted
3. When an item appeared on the agenda of, and was continued from, a meeting that occurred not more than five days earlier

(cf. 9320 - Meetings and Notices)
(cf. 9322 - Agenda/Meeting Materials)

Challenging Board Actions

The district attorney's office or any interested person may file an action in court for the purpose of: (Government Code 54960, 54960.2)

Actions by the Board (Cont.)

1. Stopping or preventing the Board's violation or threatened violation of the Brown Act
2. Determining the applicability of the Brown Act to ongoing or future threatened Board actions
3. Determining the applicability of the Brown Act to a past action of the Board that is not specified in Government Code 54960.1, provided that:
 - a. Within nine months of the alleged violation, a cease and desist letter is submitted to the Board, clearly describing the past Board action and the nature of the alleged violation.
 - b. The time for the Board to respond has expired and the Board has not provided an unconditional commitment to cease and desist from and not repeat the past action alleged to have violated the Brown Act.
 - c. The action is brought within the time required by Government Code 54960.2.
4. Determining the validity, under state or federal law, of any Board rule or action which penalizes any of its members or otherwise discourages their expression
5. Compelling the Board to audio record its closed sessions because of a court's finding of the Board's violation of any applicable Government Code provision

The district attorney or any interested person may file an action in court to nullify a Board action which is alleged to be in violation of law regarding any of the following: (Government Code 54960.1)

1. Open meeting and teleconferencing (Government Code 54953)
2. Agenda posting (Government Code 54954.2)
3. Closed session item descriptions (Government Code 54954.5)
4. New or increased tax assessments (Government Code 54954.6)
5. Special meetings (Government Code 54956)
6. Emergency meetings (Government Code 54956.5)

Prior to bringing any action to nullify a Board action, the district attorney or other interested person shall present a demand to "cure and correct" the alleged violation. The demand shall clearly describe the challenged action and the nature of the alleged violation and shall be presented to the Board in writing within 90 days of the date when the action was taken. If the alleged violation concerns action taken in an open session but in violation of Government Code 54954.2 (agenda posting), the written demand must be made within 30 days of the date when the alleged action took place. (Government Code 54960.1)

Within 30 days of receiving the demand, the Board shall do one of the following: (Government Code 54960.1)

Actions by the Board (Cont.)

1. Cure or correct the challenged action and inform the demanding party in writing of its actions to cure or correct.
2. Determine not to cure or correct the alleged violation and inform the demanding party in writing of its decision to not cure or correct.
3. Take no action. If the Board takes no action within the 30-day period, its inaction shall be considered a decision not to cure or correct the challenged action.

Legal Reference:

EDUCATION CODE

15266 School construction bonds

17466 Declaration of intent to sell or lease real property

17481 Lease of property with residence for non-district purposes

17510-17512 Leasing for production of gas, resolution requiring unanimous vote

17546 Private sale of personal property

17556-17561 Dedication of real property

35140-35149 Meetings

35160-35178.4 Powers and duties

48660-48661 Community day schools, establishment and restrictions

CODE OF CIVIL PROCEDURE

425.16 Special motion to strike in connection with a public issue

1245.240 Eminent domain vote requirements

1245.245 Eminent domain, resolution adopting different use

GOVERNMENT CODE

53090-53097.5 Regulation of local agencies by counties and cities

53724 Parcel tax resolution requirements

53790-53792 Exceeding the budget

53820-53833 Temporary borrowing

53850-53858 Temporary borrowing

54950-54963 The Ralph M. Brown Act, especially:

54952.6 Action taken, definition

54953 Meetings to be open and public; attendance; prohibition against secret ballots

54960-54960.5 Actions to prevent violations

65352.2 Coordination with planning agency

PUBLIC CONTRACT CODE

3400 Bid specifications

20111 Contracts over \$50,000; contracts for construction; award to lowest responsible bidder

20113 Emergencies, award of contracts without bids

20114 Repairs, maintenance, and improvements to district facilities by day labor or force account

22034 Uniform Public Construction Cost Accounting Act informal bidding ordinance

22035 Repair or replacement of facilities in case of emergency

22050 Emergency contracting procedures

COURT DECISIONS

Los Angeles Times Communications LLC v. Los Angeles County Board of Supervisors (2003)

112 Cal.App.4th 1313

McKee v. Orange Unified School District (2003) 110 Cal.App.4th 1310

Bell v. Vista Unified School District (2002) 82 Cal.App.4th 672

OROVILLE UNION HIGH SCHOOL DISTRICT

BB 9323.2 (d)

Actions by the Board (Cont.)

Boyle v. City of Redondo Beach (1999) 70 Cal.App.4th 1109

Management Resources:

CSBA PUBLICATIONS

The Brown Act: School Boards and Open Meeting Laws, 2014

ATTORNEY GENERAL PUBLICATIONS

The Brown Act: Open Meetings for Local Legislative Bodies, 2003

LEAGUE OF CALIFORNIA CITIES PUBLICATIONS

Open and Public IV: A Guide to the Ralph M. Brown Act 2nd Edition, rev. July 2010

WEB SITES

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

Institute for Local Government: <http://www.ca-ilg.org>

Office of the Attorney General: <http://www.oag.ca.gov>

Adopted: 10/18/06

Amended: 11/2/11, 2/6/13

Actions by the Board – Exhibit 1

Actions Requiring a Super Majority Vote

Actions Requiring a Two-Thirds Vote of the Board:

1. Resolution declaring the Governing Board's intention to sell or lease real property (Education Code 17466)

(cf. 3280 - Sale or Lease of District-Owned Real Property)
2. Resolution declaring the Board's intent to convey or dedicate property to the state or any political subdivision for the purposes specified in Education Code 17556 (Education Code 17557)
3. Resolution authorizing and directing the Board president, or any other presiding officer, secretary, or member, to execute a deed of dedication or conveyance of property to the state or a political subdivision (Education Code 17559)
4. Lease, for up to three months, of school property which has a residence on it and which cannot be developed for district purposes because funds are unavailable (Education Code 17481)
5. Request for temporary borrowing of funds needed for immediate requirements of the district to pay district obligations incurred before the receipt of district income for the fiscal year sufficient to meet the payment(s) (Government Code 53821)
6. Upon complying with Government Code 65352.2 and Public Resources Code 21151.2, action to render city or county zoning ordinances inapplicable to a proposed use of the property by the district (Government Code 53094)

(cf. 7131 - Relations with Local Agencies)
(cf. 7150 - Site Selection and Development)
7. Resolution of intent to issue general obligation bonds with the approval of 55 percent of the voters of the district (Education Code 15266)

(cf. 7214 - General Obligation Bonds)
8. Resolution of intent to issue bonds within a school facilities improvement district with the approval of 55 percent of the voters of the school facilities improvement district (Education Code 15266)

(cf. 7213 - School Facilities Improvement Districts)
9. Resolution to place a parcel tax on the ballot (Government Code 53724)
10. Resolution of necessity to proceed with an eminent domain action and, if the Board subsequently desires to use the property for a different use than stated in the resolution of necessity, a subsequent resolution so authorizing the different use (Code of Civil Procedure 1245.240, 1245.245)

Actions by the Board – Exhibit 1

Actions Requiring a Two-Thirds Vote of the Board Members Present at the Meeting:

1. Determination that there is a need to take immediate action and that the need for action came to the district's attention after the posting of the agenda. If less than two-thirds of the Board members are present at the meeting, a unanimous vote of all members present is required. (Government Code 54954.2)
2. Determination that a closed session is necessary during an emergency meeting. If less than two-thirds of the Board members are present, a unanimous vote of all members present is required. (Government Code 54956.5)

(cf. 9320 - Meetings and Notices)

(cf. 9321 - Closed Session Purposes and Agendas)

Actions Requiring a Four-Fifths Vote of the Board:

1. Expenditure and transfer of necessary funds and use of district property or personnel to meet a national or local emergency created by war, military, naval, or air attack, or sabotage, or to provide for adequate national or local defense (Government Code 53790-53792)

(cf. 3110 - Transfer of Funds)

2. Resolution for district borrowing based on issuance of notes, tax anticipation warrants, or other evidences of indebtedness, in an amount up to 50 percent of the district's estimated income and revenue for the fiscal year or the portion not yet collected at the time of the borrowing (Government Code 53822, 53824)
3. Resolution for district borrowing, between July 15 and August 30 of any fiscal year, of up to 25 percent of the estimated income and revenue to be received by the district during that fiscal year from apportionments based on ADA for the preceding school year (Government Code 53823-53824)
4. Declaration of an emergency in order to authorize the district to include a particular brand name or product in a bid specification (Public Contract Code 3400)

(cf. 3311 - Bids)

5. When the district has a five-member or seven-member Board, action to respond to an emergency facilities condition without giving notice for bids to let contracts, including the repair or replacement of district facilities, the taking of any other action that is directly related to and immediately required by that emergency, the procurement of the necessary equipment, services, and supplies for those purposes, the delegation of authority to the Superintendent or designee to take such action, and the determination during a regular Board meeting of the need to continue the action (Public Contract Code 22035, 22050)
6. Resolution to award a contract for a public works project at \$212,500 or less to the lowest responsible bidder, when the district is using the informal process authorized under the Uniform Public Construction Cost Accounting Act for projects of \$200,000 or less, all bids received are in excess of \$200,000, and the Board determines that the district's cost estimate was reasonable (Public Contract Code 22034)

Actions by the Board – Exhibit 1

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

Actions Requiring a Unanimous Vote of the Board:

1. Resolution authorizing and prescribing the terms of a lease of district property for extraction and taking of gas not associated with oil (Education Code 17510-17511)
2. Authorization of the use of day labor or force account, or waiver of the competitive bid process pursuant to Public Contract Code 20111, when the Board determines that an emergency exists requiring the repair, alteration, work, or improvement to any facility to permit the continuance of existing classes or to avoid danger to life or property, and upon approval of the County Superintendent of Schools (Public Contract Code 20113)

Action Requiring a Unanimous Vote of the Board Members Present at the Meeting:

1. Private sale of surplus property without advertisement in order to establish that such property is not worth more than \$2,500. Disposal of surplus property or donation to a charitable organization requires the unanimous vote of the Board members present to establish that the value of such property would not defray the cost of arranging its sale. (Education Code 17546)

(cf. 3270 - Sale and Disposal of Books, Equipment and Supplies)

Actions by the Board – Exhibit 2

Unconditional Commitment Letter

To: (Name of district attorney or any interested person)

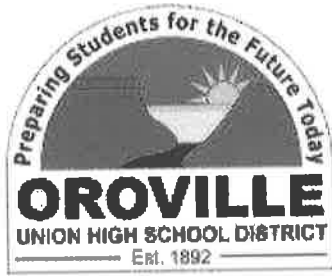
The Governing Board of the Oroville Union High School District has received your cease and desist letter dated (date) alleging that the following past action taken by the Board violates the Ralph M. Brown Act: (Describe alleged past action as set forth in the cease and desist letter.)

In order to avoid unnecessary litigation and without admitting any violation of the Ralph M. Brown Act, the Board hereby unconditionally commits that it will cease, desist from, and not repeat the challenged past action described above. The Board may rescind this commitment only by a majority vote of its membership taken in open session at a regular meeting and noticed on its posted agenda as "Rescission of Brown Act Commitment." You will be provided with written notice, sent by any means or media you provide in response to this message, to whatever address(es) you specify, of any intention to consider rescinding this commitment at least 30 days before any such regular meeting. In the event that this commitment is rescinded, a notice will be delivered to you by the same means as this commitment, or by mail to an address that you have designated in writing, and you will have the right to commence legal action pursuant to Government Code 54960(a).

Sincerely,

(Name)

Board President



To: Oroville Union High School District Board of Trustees
From: Corey Willenberg, EdD, Superintendent
Date: April 2, 2019
Subject: Facility Fee Waiver Request

In July 2018, the Board of Trustees approved a fee waiver for the Boys and Girls Club of the North Valley to use classrooms at Las Plumas High School. Per Board Policy, the cost for the Boys and Girls Club to rent the classrooms from OUHSD costs approximately \$21,270 per year.

The addition of the Boys and Girls Club on the Las Plumas High campus has given OUHSD to offer a supper program to all students during the 18-19 school year.

The Superintendent is requesting the Board waive the facility fee for the Boys and Girls Club for use of the two classrooms at Las Plumas High School for the 19-20 school year.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF BUTTE
AND
OROVILLE UNION HIGH SCHOOL DISTRICT
FOR THE PROVISION OF A FULL TIME DEPUTY SHERIFF LIASON
August 12 2019 – June 06, 2020**

This Memorandum of Understanding (MOU) is entered into on July 1, 2019 by and between the County of Butte, a political subdivision of the State of California hereinafter referred to as County and the Oroville Union High School District hereinafter referred to as School District. The purpose of this MOU is to provide a School Resource Deputy to be a liaison between the staff, faculty, students and parents of students at School District and to promote a safe environment where an orderly education process can take place.

IT IS THEREFORE AGREED between the parties hereto as follows:

1. Mutual Indemnification

Each of the Parties hereto shall be solely liable for negligent or wrongful acts or omissions of its officers, agents and employees occurring in the performance of this MOU, and if either Party becomes liable for damages caused by its officers, agents or employees, it shall pay such damages without contribution by the other Party. Each Party hereto agrees to indemnify, defend (if requested by the other Party) and hold harmless the other Party, its officers, agents and employees from any and all costs and expenses, including attorney fees and court costs, claims, losses, damages and liabilities proximately caused by the Party, including its officers, agents and employees, solely negligent or wrongful acts or omissions. In addition, each Party agrees to indemnify the other Party for Federal, State and/or local audit exceptions resulting from noncompliance herein on the part of the other Party.

2. Hold Harmless.

Upon the County's performance of services by any of its personnel, School District shall defend, indemnify, and hold harmless the County from any and all actual or alleged claims, demands, causes of action, liability, loss, damage whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any activity or operation the County, its personnel undertake at the direction of the School District. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney's fees, and related costs or expenses, and any reimbursements to the County for all legal expenses and costs incurred by it.

2. Severability.

If any provision of this MOU shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this MOU is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

3. Termination.

This MOU may be terminated by either the County or School District by a thirty day written notice. Notwithstanding anything stated to the contrary herein, this MOU shall expire on the completion date unless modified by written amendment to this MOU.

4. Applicable Law.

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

5. Equipment and Materials.

Contractor shall furnish, at his/her own expense, all tools, labor, materials, equipment, supplies, transportation services and any other items (collectively, "Equipment") necessary to complete the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor of the Contractor's agents, personnel, employee(s), and/or subcontractor(s) ("Contractor Parties"), even if such Equipment is furnished, rented or loaned to Contractor or Contractor Parties by District. All original curricular materials provided in conjunction with Contractor services must be authorized for use by the District only and remain exclusively the intellectual property of the authors.

6. Independent Contractor.

Contractor, in the performance of this Agreement, shall be and act as an independent contractor with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. If Contractor is not a resident of California and is not exempt from withholding, the District shall withhold California income taxes as required by the Revenue & Taxation Code. The Contractor shall still be responsible for payment of all state and federal taxes.

7. Standard of Care.

Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. If any of the Services are performed by any of the Contractor Parties, such work shall only be performed by competent personnel under the supervision of and in the employment of Contractor. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.

8. Confidentiality.

The Contractor and all Contractor Parties shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

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

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

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

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

9.4 Other Insurance Provisions:

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

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

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

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

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

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

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

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

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

EXHIBIT A SCOPE OF SERVICES

This agreement is made between Butte County Sheriff's Office, hereafter to be referred to as the "Sheriff's Office", and the Oroville Union High School District, hereafter to be referred to as the "School District." This Memorandum of Understanding (MOU) is nine (9) pages.

The Sheriff's Office and the School District recognize the need for a School Resource Deputy (SRD) to be directly involved with the youth of the School District specifically the campuses of Las Plumas High School and Prospect Community Day School. The School District is very aware of the potential for violence on school campuses; the widespread drug and alcohol use by students, both on and off school campuses; and the gang mentality sweeping the youth of today toward criminal behavior.

The purpose of the School Resource Deputy is to be a liaison between the staff, faculty, students and parents of students at the School District and to promote a safe environment where an orderly educational process can take place.

The School Resource Deputy Program will receive support beginning August 12, 2019 through June 06, 2020.

I. The Sheriff's Office will provide the following services:

1. Under the Sheriff's Office supervision, dedicate a full-time Deputy during the school term to the School District.
2. The Deputy will coordinate enforcement details targeting truancy and assist faculty and staff in the development of a proactive truancy enforcement program.
3. The Sheriff's Office will provide all necessary training that would improve the effectiveness of the Deputy.
4. The Deputy will participate in home visits to student truants along with outreach workers and monthly meetings of the Truancy Team to coordinate with other Truancy prevention related services.
5. The Deputy will coordinate enforcement details with campus staff targeting students and problem areas involving vandalism, narcotics, fighting, reckless driving, loitering etc. The Deputy will work with staff and the surrounding business community to target problems on or off campus involving students. For activities specifically occurring in the City of Oroville's jurisdiction, the Deputy will work with the Oroville Police Department to address the issue.

6. The Deputy will assist school staff with the development of yearly update, practice drills and implementation of the school's safety plan.
7. The Deputy may participate in the weekly Las Plumas School Coordinating Team meetings and have weekly contact with school administrators.
8. The Deputy may also participate in other activities not specifically covered in this MOU such as the Every 15 Minutes Program, activities that are mutually agreed upon by the Sheriff's Office and School District.
9. The Deputy will provide quarterly reports regarding the number of citations, home visits/Probation Sweeps, student and parent contacts, staff and classroom presentations, attend coalition meetings, and other related activities.
10. The Sheriff's Office will provide quarterly invoices to the School District per the attached payment schedule and the final paid invoice will include the Sheriff's Office End of Year Report. The invoice shall reflect the dates paid for the Deputy for duties requested or required as overtime or straight-time assignments.

II. The School District agrees to the following:

1. To provide the Deputy with office space and the necessary office furniture to conduct interviews, write reports, etc. Prepare a work schedule for the SRD that is agreeable to the Sheriff's Office. The schedule may be modified with agreement by both the Sheriff's Office and School District.

III. Financial Commitment:

The School District will contribute an amount not to exceed One-Hundred Forty Thousand, two hundred and thirty dollars (\$140,230) for the cost of the Butte County Sheriff's Deputy in the role of the School Resource Deputy.

Payment Schedule:

1 st Quarter	08/12/19 – 09/30/19	7 weeks	\$23,371.62
2 nd Quarter	10/01/19 – 12/31/19	13 weeks	\$43,404.54
3 rd Quarter	01/01/20 – 03/31/20	12 weeks	\$40,065.73
4 th Quarter	04/01/20 – 06/06/20	10 weeks	\$33,388.11

The foregoing has been agreed upon by the following:

Dr. Corey Willenberg, Superintendent
Oroville Union High School District

Date

Kory Honea, Sheriff
Butte County Sheriff's Office

Date

Steve Lambert, Chair
Butte County Board of Supervisors

Date

Reviewed as to Form-Butte County Counsel

Date

Reviewed as to Fiscal and Budgetary Contract's Office

Date

OROVILLE UNION HIGH SCHOOL DISTRICT

Resolution #15-18/19

CLASSIFIED SCHOOL EMPLOYEE WEEK

Whereas, classified professionals provide valuable services to the schools and students of the Oroville Union High School District; and

Whereas, classified professionals contribute to the establishment and promotion of a positive instructional environment; and

Whereas, classified employees, individually and collectively, set an exemplary standard of performance and commitment; and

Whereas, classified professionals serve a vital role in providing for the welfare and safety of the Oroville Union High School District's students; and

Whereas, classified professionals employed by the Oroville Union High School District strive for excellence in all areas relative to the educational community;

Therefore, be it resolved that the Oroville Union High School District hereby recognizes and wishes to honor the contribution of the classified professionals to quality education in the state of California and the Oroville Union High School District and declares the week of May 19th – 25th as Classified School Employee Week.

Passed and adopted this 24th day of April, 2019.

President of the Board

OROVILLE UNION HIGH SCHOOL DISTRICT

Resolution #16-18/19

TEACHER APPRECIATION WEEK

Whereas, a strong, effective system of free public education for all children and youth is essential to our democratic system of government; and

Whereas, the United States and the State of California has made considerable progress in the social, technological, and scientific fields due to our system of free and universal public education; and

Whereas, much of this progress can be attributed to the qualified and dedicated teachers entrusted with the educational development of our children; and

Whereas, teachers should be accorded high public esteem, reflecting the value the community places on public education; and

Whereas, PTSA is keenly aware of the importance of teachers in children's reaching their full potential; and

Whereas, it is appropriate that teachers be recognized for their dedication and commitment to educating our children;

Now, therefore, the Oroville Union High School District Board of Trustees hereby proclaims May 6th – 10th PTSA Teacher Appreciation Week and urges all citizens to pay tribute to our public school teachers.

Adopted this 24th day of April, 2019.

President of the Board

Oroville Union High School District
Memorandum

TO: Board of Trustees

From: Jim LaGrone, Maintenance Supervisor

Date: March 27, 2019

Subject: Acceptance of Super Tints Contract

I am requesting the acceptance of the Super Tints contract of \$17,042.13 for safety window tinting on the front of the 100 and 400 wings of Las Plumas High School. We are selecting LLumar R20 SR PS8 Silver reflective type which is Safety and Security rated and will also provide additional 83% glare reduction. This tint will provide an 80% total solar energy rejected rating. Applying this film will improve the District's energy efficiency.

Thank you,

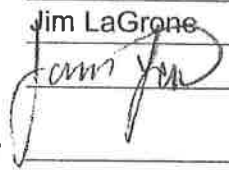
Jim LaGrone

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

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

DO NOT INCLUDE THIS SHEET WITH FINAL EXECUTED CONTRACT TO CONTRACTOR

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

CONTRACTOR FULL NAME Supertints
TAX I.D. NUMBER 80-0332768
SITE/DEPARTMENT Las Plumas High School / Maintenance
SUBMITTED BY Jim LaGrone
SIGNATURE 
SIGNATURE FROM BUDGET
CONTROL ADMINISTRATOR: _____
BOARD APPROVAL DATE _____
REQ (P.O.) NUMBER _____
BUDGET CODE _____
AGREEMENT TOTAL AMOUNT \$17,042.13
DESCRIPTION OF SERVICE Window safety tinting on front of school with LLumar R20 SR PS8
TERM OF AGREEMENT June 15, 2019 - July 31, 2019.


Assistant Superintendent of Business

3/25/19
Date

Received By:

Certificate of Insurance
Expiration Date

☒ Yes ☐ No

4/7/20

Auto Insurance
Expiration Date

☒ Yes ☐ No

10/7/19

DO NOT INCLUDE THIS SHEET WITH FINAL EXECUTED CONTRACT TO CONTRACTOR

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

This Independent Contractor Agreement for Services ("Agreement") is made as of _____, 20____, between the Oroville Union High School ("District") and Supertints ("Contractor") (together, "Parties").

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

- 1. Services.** The Contractor shall furnish to the District Window tinting services, including the location where services be provided, as described in Exhibit "A," attached hereto and incorporated herein by this reference ("Services").
- 2. Term** Contractor shall commence providing Services under this Agreement upon execution of the Agreement by both parties, and approval or ratification of District's governing board, through July 31, 2019. Should Contractor begin performing Services in advance of receiving notice that this Agreement is approved, any Services so performed in advance of the approval date may be considered as having been done at the Contractor's risk, as a volunteer unless Agreement is so approved or ratified.
- 3. Compensation.** District compensation to the Contractor shall not exceed \$ 17,042.13, inclusive of any costs or expenses paid or incurred by Contractor in performing the Services, without the express approval of the Board. Payment shall be made for all undisputed amounts within thirty (30) days after the Contractor submits a detailed invoice to the District's Accounts Payable Department for services actually performed. Invoices must reference corresponding Purchase Order number.
- 4. Equipment and Materials.** Contractor shall furnish, at his/her own expense, all tools, labor, materials, equipment, supplies, transportation services and any other items (collectively, "Equipment") necessary to complete the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or the Contractor's agents, personnel, employee(s), and/or subcontractor(s) ("Contractor Parties"), even if such Equipment is furnished, rented or loaned to Contractor or Contractor Parties by District. All original curricular materials provided in conjunction with Contractor services must be authorized for use by the District only and remain exclusively the intellectual property of the authors.

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

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

13. Termination.

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

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

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

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

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

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

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

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

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

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

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

15.4. Other Insurance Provisions:

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

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

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

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

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

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

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

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

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

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

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

employees, subcontractors, agents, and employees or agents of Contractor Parties regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor. Verification of compliance with this section and the Criminal Background Investigation Certification that may be required with this Agreement, shall be provided in writing to the District prior to each individual's commencement of employment or performing any portion of the Services and prior to permitting contact with any student. If Contractor is a sole proprietor, and, at a future time, it is determined that Contractor will have contact with any pupils, Contractor and all of the Contractor Parties must agree to allow the District to process and submit background checks and fingerprinting, as required by Education Code section 42125.1(k), under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints must reveal that Contractor and none of the Contractor Parties, if any, have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code. No Services shall commence until such determinations by DOJ and FBI have been made.

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

District

Oroville Union High School District
2211 Washington Ave.
Oroville, Ca 95966
Fax: (530) 538-2308

Contractor

Supertints
1450 Oro Dam Blvd. Ste. E
Oroville, Ca. 95965
530-533-9846

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

- 20. Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

- 21. No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

- 22. Integration; Entire Agreement of Parties; Amendments.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. This agreement is not valid until approved/ratified by the Oroville Union High School District Board of Education. Services shall not be rendered until Agreement is approved.

- 23. Governing Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Butte County, California.

- 24. Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute in good

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

25. Attorney Fees; Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

26. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

27. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

28. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

29. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

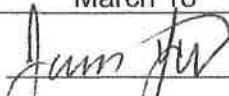
[SIGNATURES ON FOLLOWING PAGE]

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

OROVILLE UNION HIGH SCHOOL DISTRICT

[CONTRACTOR]

Date: March 18, 2019

Signature: 

Print Name: Jim LaGrone

Date: March 25, 2019

Signature: 

Print Name: Richard Tacuessa

Information regarding Contractor:

License No.: 955535

Address: 1450 Oro Dam Blvd.
Oroville, Ca. 95965

Telephone: 530-533-9846

Facsimile: Same

E-Mail: findnshine@sbglobal.net

Contractor's state of residence: CA.

States in which Contractor
is licensed to do business: CA.

Type of Business Entity:

- ☐ Individual
☒ Sole Proprietorship
☐ Partnership
☐ Limited Partnership
☐ Corporation, State: _____
☐ Limited Liability Company
☐ Other: _____

80-0332768

Employer Identification and/or Social
Security Number

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



ESTIMATE-PROPOSAL

Estimate Date:

3/5/19

Installation Date:

Name: Las Plumas High School

Address: 2380 Las Plumas Ave.

City/State/Zip: Oroville, CA

Phone Day: Phone Eve.:

Dealer:

SUPERTINTS1450 Oro Dam Blvd., Ste. A
Oroville, CA 95965
530.533.9846

Directions to job site:

Warranty Term:☐ Lifetime Residential☐ 5 Year☒ 10 Year Commercial☐ 7 Year☐ 10 Year

This estimate-proposal is **not** a warranty certificate. A warranty certificate will be issued when the installation is completed. Ask your independent LLumar® dealer for warranty coverage details specific to your application.

Frame Type

- 1 - Wood
- ☒ 2 - Steel
- 3 - Aluminum
- 4 - Vinyl
- 5 - Rubber Gasket
- 6 - Other

Glass Type

- ☒ A - Annealed
- B - Heat Strengthened
- C - Tempered
- D - Laminated

Window Type

- ☒ A - Clear Single Pane
- B - Tinted Single Pane
- C - Clear Dual Pane
- D - Tinted Dual Pane
- E - Clear Triple Pane
- F - Low-E Dual Pane

Room	Exposure	Frame/Glass Type	Window Type	Unit	Lot Number	# of W	W x H	Total Sq. Ft.	Price	Total
						4	2x2	16		
						13	2x3	78		
						28	3x3	168		
						1	3x6	18		
						68	4x1	272		
						28	4x2	224		
						78	403	388		
								1664		
Notes:									Subtotal	16,640.
<div>#17,042.13</div>									Tax	402.13
									Total	17,042.13
									Deposit	
									Balance Due	

Acceptance: This estimate-proposal shall constitute a contract only when signed by both parties. This estimate-proposal may be withdrawn at the option of the dealer if not accepted within a period of **90 days** from the issuance date. Only fully paid contracts will activate warranty coverage.

Payment in full at installation completion is understood and accepted as the payment term unless otherwise noted.

Customer
Signature:

Dealer

Signature:

Date:

3/5/19

Printed in the USA

12/08

L1089

WINDOW FILM PERFORMANCE DATA | Architectural: North America



Protective Window Film

% Total Solar Transmittance	% Total Solar Reflectance	% Total Solar Absorptance	% Visible Light Transmittance	% Visible Reflectance (exterior)	% Visible Reflectance (interior)	Winter U-value	Shading Coefficient	% Ultraviolet Ray Protection (wavelengths 300-380nm)	Emissivity	Solar Heat Gain Coefficient	% Total Solar Energy Rejected	Light-to-Solar Heat Gain Ratio (LSG)	% Summer Solar Heat Gain Reduction	% Winter Heat Loss Reduction	% Glare Reduction
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Clear Glass

Safety-and-Security

Safety-and-Security products are durable films available in a variety of clear, neutral, and reflective offerings with a range of solar control options. Clear films can be applied over tinted glass to improve aesthetics, solar performance and glare. These thicker films meet stringent standards for burglary resistance, blast mitigation, windborne debris, and basic safety glazing.

SCL SR PS2 (Clear)	83	8	9	89	9	9	1.07	0.99	94	0.90	0.86	14	1.03	0	-3	1
SCL SR PS4 (Clear)	82	8	10	90	9	9	1.07	0.98	99	0.90	0.85	15	1.06	1	-3	0
SCL SR PS7 (Clear)	82	8	10	89	9	9	1.07	0.97	99	0.90	0.85	15	1.05	1	-3	1
SCL SR PS8 (Clear)	81	9	10	89	10	10	1.07	0.97	99	0.90	0.84	16	1.06	2	-3	1
SCL SR PS13 (Clear)	80	9	11	88	10	10	1.06	0.96	99	0.90	0.83	17	1.06	3	-2	2
R20 SR PS4 (Silver)	11	55	34	15	60	64	1.02	0.24	>99	0.80	0.21	79	0.71	76	2	83
R20 SR PS8 (Silver)	11	59	30	15	64	64	1.06	0.24	>99	0.87	0.20	80	0.75	77	-2	83
N1020 SR PS4 (Neutral)	23	22	55	24	26	27	1.06	0.47	>99	0.88	0.41	59	0.59	52	-2	73
N1020 SR PS8 (Neutral)	23	22	55	24	26	27	1.06	0.47	>99	0.88	0.41	59	0.59	52	-2	73
N1040 SR PS4 (Neutral)	38	14	48	39	16	17	1.06	0.61	>99	0.90	0.53	47	0.74	38	-2	57
N1040 SR PS8 (Neutral)	38	14	48	39	16	17	1.06	0.61	>99	0.90	0.53	47	0.74	38	-2	57
N1050 SR PS4 (Neutral)	48	10	42	49	11	14	1.07	0.70	>99	0.90	0.61	39	0.80	29	-3	46
N1050 SR PS8 (Neutral)	48	10	42	49	11	14	1.07	0.70	>99	0.90	0.61	39	0.80	29	-3	46
NUV65 SR PS4 (Neutral)	64	9	27	69	10	9	1.07	0.83	>99	0.90	0.72	28	0.96	16	-3	23

Anti-Graffiti

Anti-Graffiti Series films are optically clear, enhanced with ultraviolet inhibiting agents that shield up to 99% of UV rays, and are made to help resist common graffiti, chemicals, paints, and tools, and are made with special adhesives for ease of removal and replacement.

GCL SR RPS4 (Clear)	82	9	9	89	9	10	1.07	0.97	97	0.90	0.85	15	1.05	1	-3	1
GCL SR RPS6 (Clear)	81	9	10	89	10	10	1.07	0.97	99	0.90	0.84	16	1.06	2	-3	1

EASTMAN

LLumar.com

Data captured using National Fenestration Rating Council's (NFRC) guidelines and calculated for single pane, nominal 1/4 inch (6mm) clear glass. Reported values are taken from representative product samples and are subject to normal manufacturing variances. Actual performance will vary based on a number of factors, including glass type and properties. ©2018 Eastman Performance Films, LLC. Product brands referenced herein with a TM or ® symbol are trademarks of Eastman Chemical Company or its subsidiaries. All other trademarks are the property of their respective owners. All rights reserved. No liability is accepted for errors. 104/18; 12267

Exhibit A
Scope of Services

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

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

Check only one of the boxes below.

☒ I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services of this Contract.	☐ I do not employ anyone in the manner subject to the workers' compensation laws of California.
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Date: 3/25/19

Name of Contractor: Richard Lacuesse

Representative's Name and Title: Owner

Signature: Richard Lacuesse

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Services under this Contract.)

TUBERCULOSIS CLEARANCE

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

I am a representative of the Contractor currently entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor. Contractor's responsibility for tuberculosis ("TB") clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Contractor certifies that at least one of the following items applies to the Services that are the subject of the Agreement:

☐ The Contractor ensures that any person providing any portion of the Services with **more than limited contact** with District students (as determined by the District) has, at no cost to the District, completed a TB risk assessment within the past 60 days, and, if risk factors are identified, has received a TB test in compliance with the requirements of Education Code section 49406. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto; and/or

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

Date:

3/25/19

Name of Contractor:

Richard Tacuessa

Representative's Name and Title:

owner

Signature:

Richard Tacuessa

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

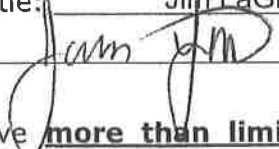
Contractor and the Contractor's agents, personnel, employee(s), and/or subcontractor(s) ("Contractor Parties") shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking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

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

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

Date: March 18, 2019

District Representative's Name and Title: Jim LaGrone, Maint. Sup.

District Representative's Signature: 

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

[Attach and sign additional pages, as needed.]

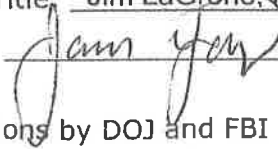
☐ If Contractor is not a Sole Proprietor, all of the Contractor Parties noted above, at no cost to District, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice ("DOJ") and the Federal Bureau of Investigation ("FBI"), and the results of those background checks and fingerprints reveal that none of these Contractor Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code; **OR**

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

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

Date: 3/18/2019

District Representative's Name and Title: Jim LaGrone, Maint. Sup.

District Representative's Signature: 

No Services shall commence until such determinations by DOJ and FBI has been made. Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information, including

additional personnel, which differs in any way from the representations set forth above, Contractor shall immediately notify District and prohibit any new personnel from having any contact with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any such contact is permissible.

Contractor's responsibility for background clearance extends to all of its agents, personnel, employee(s), and/or subcontractor(s), and employees of Contractor Parties coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

The undersigned does hereby certify that I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Date: 3/25/19
Name of Contractor: Richard Tacu Sa
Signature: Richard Tacu Sa
Representative's Name and Title: Owner

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

Las Plumas High School

Memorandum

DATE: April 8, 2019
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 Celeste Dunn and her Rise Student Julia Martinez to attend the Learning & the Brain Conference in New York from May 2-5th 2019. The theme of this conference is "Social Skills, Interactions, and Collaborations in a Digital Age," they will learn how to better utilize technology in the classroom and increase student engagement and collaboration. The RiSE grant from Chico State will cover the cost of the training and all travel expenses. A substitute will be need to cover Mrs. Dunn's class May 2nd and 3rd.