OROVILLE UNION HIGH SCHOOL DISTRICT
BOARD OF TRUSTEES

SPECIAL MEETING AGENDA

Tuesday, August 6, 2019 at 5:15 p.m.

District Office, 2211 Washington Avenue, Oroville, CA 95966

District Core Beliefs

We believe:

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

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

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

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

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

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

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BOARD OF TRUSTEES

SPECIAL MEETING AGENDA

Tuesday, August 6, 2019, 5:15 p.m., District Office, 2211 Washington Avenue, Oroville, CA 95966

CALL TO ORDER

ROLL CALL

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

PLEDGE OF ALLEGIANCE

AGENDA VARIANCE

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.

NEW BUSINESS

1. Contract with School Steps for School Psychologist and Behavior Support Services (Simas)
   The District consulted with the Butte County SELPA regarding the ratio of students to School Psychologists and learned that our district is understaffed. Due to the district being unsuccessful in hiring a School Psychologist, it is necessary to contract with a company to provide this service. The cost of the contract is $105,000 and will be paid with unrestricted funds. It is also necessary to contract for behavior support for Community Day School. The previous contract we had with another company expired last year. The cost of the contract is $44,590 and will be funded by Title I. Recommend approval

   Enclosure

2. Personnel Assignment Order
   Approval is requested for the following Personnel Assignment Order:

<table>
<thead>
<tr>
<th>Certificated</th>
<th>Classified</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019/20 Coaches</td>
<td>Erica Lopez</td>
</tr>
<tr>
<td>LPHS</td>
<td>Custodian</td>
</tr>
<tr>
<td>Volleyball Varsity Asst. Paul Thao</td>
<td>Medical leave extended through</td>
</tr>
<tr>
<td>Non-Paid</td>
<td>10/17/2019</td>
</tr>
</tbody>
</table>
### Certificated (Cont.)

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Action</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ramona Guzman-Saetern</td>
<td>Teacher</td>
<td>FMLA/PDA Leave</td>
<td>8/12/2019 - 10/31/2019</td>
</tr>
<tr>
<td>Melissa Hetherwick</td>
<td>Long Term Substitute</td>
<td>$150 p/day for days 1-20</td>
<td>8/12/2019</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$175 p/day for days 21-30</td>
<td></td>
</tr>
<tr>
<td>Audrey Bruce</td>
<td>Math Teacher on an Internship</td>
<td>Step/Column 1/II $47,907</td>
<td>8/12/2019</td>
</tr>
<tr>
<td>Autumn McIntosh</td>
<td>Counselor</td>
<td>Increase in FTE from .60 to .80</td>
<td>2019/20</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Title I Funded</td>
<td>school year</td>
</tr>
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</table>

### Classified (Cont.)

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Action</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lauren Morrison</td>
<td>SPED Clerical Aide</td>
<td>Resignation</td>
<td>7/22/2019</td>
</tr>
</tbody>
</table>

#### 2019/20 Substitute Bus Aide
- Heather Byers

#### 2019/20 Substitute Courier
- Heather Byers

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Action</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Christopher Lowery</td>
<td>Custodian</td>
<td>Request FMLA/PFL/CFRA leave</td>
<td>8/1/2019 - through 12 weeks</td>
</tr>
<tr>
<td>Crystal Goolsby</td>
<td>Para Educator</td>
<td>FMLA/CFRA Leave for baby bonding</td>
<td>8/18/19 - 9/27/19</td>
</tr>
<tr>
<td>Michela Monnot</td>
<td>Voluntary transfer to</td>
<td>Administrative Secretary – PHS</td>
<td>8/7/2019</td>
</tr>
<tr>
<td></td>
<td>Custodian</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jeana Boyle</td>
<td>Para Educator</td>
<td>Voluntary Transfer from ATC to LPHS</td>
<td>8/14/2019</td>
</tr>
</tbody>
</table>

### ADJOURNMENT

The meeting will be adjourned to a regular board meeting scheduled for Wednesday, **August 14, 2019** at 5:30 p.m. at Prospect High School.
To: Oroville Union High School Board of Trustees  
From: Kevin Simas, Director of Education  
Date: 8/2/19  
Subject: Contract for Services with School Steps

**Background Information:** OUHSD consulted with Butte County SELPA regarding the ratio of students to school psychologist and learned that our district is under staffed. With the resignation of our psychologist who served Las Plumas, Prospect, Community Day and Sierra Non public school students, OUHSD consulted with site principals and school psychologists and identified the need for another full time psychologist. OUHSD advertised the position but had no applicants. As a result, OUHSD needs to contract with School Steps for the 2019/2020 school year.

In addition, OUHSD also needs to contract with School Steps to fill a Behavior Support Aide position at Community Day School. This position required specialized training in intervening with students who engage in the most challenging behaviors.

**Financial Impact:** $105,000 net increase in cost taken from unrestricted funds for the School Psychologist. $44,590 for the behavior support aide position funded from Title I.

**Recommendation:** Approval
To: Oroville Union High School Board of Trustees  
From: Kevin Simas, Director of Education  
Date: 8/2/19  
Subject: Contract for school psychologist services with School Steps

Background Information: OUHSD consulted with Butte County SELPA regarding the ratio of students to school psychologist and learned that our district is under staffed. With the resignation of our psychologist who served Las Plumas, Prospect, Community Day and Sierra Non public school students, OUHSD consulted with site principals and school psychologists and identified the need for another full time psychologist. OUHSD advertised the position but had no applicants. As a result, OUHSD has entered into a contract with School Steps for the 2019/2020 school year. In addition, OUHSD has contracted with School Steps to fill a behavior support aide position at Community Day School. This position required specialized training in intervening with students who engage in the most challenging behaviors.

Financial Impact: $105,000 net increase in cost taken from unrestricted funds for the School Psychologist. $44,590 for the behavior support aide position.

Recommendation: Approval
School Steps Inc
1079 Sunrise Ave, Ste B-183
Roseville, CA 95661
Phone: (916) 947-1812

Agreement for Contracted Services

This agreement is entered into by and between School Steps Inc. [Company] and Oroville Union High School District [collectively: Contracting Agency] for the provision of services by School Steps Inc as an independent agent and not an employee of the Contracting Agency. School Steps Inc makes no claim to any rights and/or benefits other than compensation put forth in this agreement.

1. Dates of Service
   This contract is in effect from the date of signing through June 30, 2020 in essence the school year 2019-2020.

2. Scope of Work
   All functions servicing Oroville Union High School District by School Steps Inc. will provide written reports of evaluations, and assessments. The written report will be written per the organizations report templates.

   Special education related services (Educational Psychology), evaluations / assessments, IEP meetings facilitation, attendance and consultation. Consultation will also include educational and behavior concerns including assisting in the writing of behavioral support plans.

3. Payment & Billing
   Contracting Agency agrees to pay School Steps Inc at the following rates based on the amount of time secured:
   - $95.00 per hour for 1.0 FTE for Educational Psychology services
   - $35.00 per hour for behavior technician services

   Contracting Agency will be billed only for services rendered. School Steps Inc. will track hours spent on eligible mental health services.

   School Steps Inc will invoice Contracting Agency for services rendered during the month by the 5th of the following month

   School Steps Inc and Contracting Agency will jointly determine caseloads.

   Contracting Agency will determine the work activities that need to be covered by the School Steps Inc contractors.

   It is expected that Contracting Agency will pay the invoice in full within 30 days of receiving the invoice via email. Should Contracting Agency fail to pay within 45 days of receiving the invoice, interest rate of 10% per annum, compounded monthly, will be added to invoiced cost. The penalty will show as a line item on the next month’s invoice. Every month beyond the original 45 days of delivery will incur an additional month’s charge.
4. Records
School Steps Inc will maintain a complete set of detailed records with regard to work performed under this agreement. School Steps Inc will provide records, within a reasonable time, these records for review.

5. Status of Consultant
This is not an employment agreement. School Steps Inc is an independent contractor and is responsible for all federal, state and local payroll taxes for and on behalf of School Steps Inc.

School Steps Inc employees make no claim to the benefits Contracting Agency provides to employees of Contracting Agency. Contracting Agency shall not provide worker's compensation insurance coverage for School Steps Inc employees.

6. Background Check / DOJ Clearance
All of those in the employ of School Steps Inc who come in contact with students will have submitted their fingerprint live scan to the DOJ for clearance.

7. Cancellation
This agreement may be cancelled by School Steps Inc or Contracting Agency upon the giving of 45 calendar days, not including holidays, in advance written notice for all services. Such notice shall be delivered either in person, by email or by United States Postal Service. In the event of cancellation, School Steps Inc shall be paid for all services rendered. Should Oroville Union High School District cancel the contract, School Steps Inc will be paid at the contracted rate and time commitment through the 45 day cancellation period.

8. Hold Harmless and Indemnification
Each party agrees to indemnify and hold the other party harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party.

9. Attorney Fees
If any litigation is initiated to enforce or interpret this agreement, the prevailing party shall be entitled to reasonable attorney’s fees and costs.

10. Severability
In the event that any portion of this agreement is determined by a court of competent jurisdiction to be invalid or deemed unenforceable, the provision will be deemed void and the remainder of the agreement will continue in full force and effect.
11. Non-Solicitation Agreement
For good consideration and as an inducement for School Steps Inc (Company) to enter into contract with Contracting Agency, the Contracting Agency hereby agrees not to directly or indirectly solicit any School Steps Inc employee with an offer of employment or an offer to enter into competing contract services for 1 year(s) following termination of employment from School Steps Inc. If this agreement is breached Contracting Agency agrees to pay School Steps Inc a finder’s fee the equivalent of 2 months compensation, including wages and benefits.

12. Exclusivity
In a show of good faith in order to enter into this contract, School Steps Inc. agree to not have any employees of School Steps Inc., who have been employed by Oroville Union High School District within the previous year, render services on School Steps Inc.’ behalf to Oroville Union High School District

13. Unintended Closing
Should school close on unscheduled days, for three days or more, Oroville Union High School District will pay School Steps Inc based the agreed upon rate of the contract.

School Steps Inc – William Delaney

Print or Type Name

Oroville Union High School District Representative

Kevin Simas

Sign Name / Date 8/2/2019

Signature of Representative / Date