

Superintendent
Teresa Healy

Board Members
Jordan Dodson
Myra Chavoya-Perez
Carrie Guthrie
Nick Scott
Kevin Nicholson

TULELAKE BASIN JOINT UNIFIED SCHOOL DISTRICT
Regular Board Meeting
December 15, 2020
Closed Session: 5:00 p.m.
Open Session: 6:00 p.m.
District Conference Room
400 G Street, Tulelake, CA

Meeting facilities are accessible to persons with disabilities. By request, alternative agenda document formats are available to persons with disabilities. To arrange an alternative agenda document format or to arrange aid or services to modify or accommodate persons with a disability to participate in a public meeting please provide a written request to the Superintendent at the Tulelake Basin Joint Unified School District Office at least three working days prior to any public meeting. This meeting may be recorded.

AGENDA

Call to Order by Presiding Officer _____, at _____ p.m.

Roll Call:

Jordan Dodson, President	_____
Myra Chavoya-Perez, Clerk	_____
Carrie Guthrie, Member	_____
Nick Scott, Member	_____
Kevin Nicholson, Member	_____
Teresa Healy, Superintendent	_____

APPROVAL of AGENDA

[Motion , Second __/__/__]

Motion to go into Closed Session.

[Motion , Second __/__/__]

PUBLIC COMMENTS ON CLOSED SESSION AGENDA

Under this item, the public is invited to address the Board regarding items that are on the Closed Session agenda. Speakers are limited to three minutes each. Please introduce yourself to the board. The Board is not allowed under the law to take action on matters that are not listed on the agenda.

CLOSED SESSION AGENDA

The board will adjourn to closed session to discuss:

1. **PERSONNEL:** Closed Session – Government Code § 54957 Public Employee Employment:
2. **PERSONNEL:** Closed Session – Government Code § 54957
PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Various Certificated and Classified Employees)
3. **PERSONNEL:** Closed Session – Government Code § 54957
PUBLIC EMPLOYEE PERFORMANCE EVALUATION: (Superintendent)
4. **POTENTIAL LITIGATION:** Closed Session - Government Code § 54956.9
5. **NEGOTIATIONS:** Conference with labor negotiator pursuant to {Government Code § 54957.6}: Agency Negotiator: Teresa Healy; Employee Organization: Classified School Employees' Association (CSEA)
6. **NEGOTIATIONS:** Conference with labor negotiator pursuant to {Government Code § 54957.6}: Agency Negotiator: Teresa Healy; Employee Organization: Tulelake Basin Teachers' Association (TBTA)

Motion to come out of Closed Session.

[Motion , Second _/_/_]

PLEDGE OF ALLEGIANCE

CLOSED SESSION ACTION ITEMS:

1. **PERSONNEL:** Closed Session – Government Code § 54957 Public Employee Employment:
2. **PERSONNEL:** Closed Session – Government Code § 54957
PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Various Certificated and Classified Employees)
3. **PERSONNEL:** Closed Session – Government Code § 54957
PUBLIC EMPLOYEE PERFORMANCE EVALUATION: (Superintendent)
4. **POTENTIAL LITIGATION:** Closed Session - Government Code § 54956.9
5. **NEGOTIATIONS:** Conference with labor negotiator pursuant to {Government Code § 54957.6}: Agency Negotiator: Teresa Healy; Employee Organization: Classified School Employees' Association (CSEA)
6. **NEGOTIATIONS:** Conference with labor negotiator pursuant to {Government Code § 54957.6}: Agency Negotiator: Teresa Healy; Employee Organization: Tulelake Basin Teachers' Association (TBTA)

A. Installation and seating of New Board Members

Secretary of the Board, Teresa Healy, will administer the Oath of Office to the board member(s)-elect:

I, _____, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

REPORTS

1. Financial Reports – Mrs. Thompson
 - a. Cash Flow Report
 - b. Cash Balances Report
 - c. Edward Jones Investment Statement
2. Athletic Report – Mrs. Brown
3. Tulelake Elementary School – Dr. Butler
4. High School/Superintendent Report – Mrs. Healy
 - a. Enrollment
5. Board Reports

PUBLIC COMMENTS ON ITEMS NOT ON AGENDA

Under this item, the public is invited to address the Board regarding items that are not on tonight's agenda. Speakers are limited to three minutes each. Please introduce yourself to the board. The Board is not allowed under the law to take action on matters that are not on the agenda. The public will have the opportunity to comment on all agenda items as they are presented this evening.

CONSENT AGENDA

The consent agenda, if approved, will be recorded in the minutes as if each item had been acted upon individually. Requests by members of the board to have any item taken off the consent agenda for discussion will be honored without debate. Requests by the public to have an item taken off the consent agenda will be considered prior to the Board taking action.

Approval of Consent Agenda

1. Review of consent agenda
 2. Approval of consent agenda [Motion , Second _/ _/ _]
-
1. Administration
 - 1.1 Approve Minutes.
 - 1.1.1 Approve the Minutes of the December 2, 2020 Regular Board Meeting

2. Budget and Finance

2.1.1 Bills Listing

3. Board Policies

3.1.1 Adoption of Updated Board Policies and Administrative Regulations July 2020, Oct. 2020

Board Policy 3555 - Nutrition Program Compliance
Exhibit 3555 - Nutrition Program Compliance
Administrative Regulation 4030 - Nondiscrimination in Employment
Board Policy 4119.11/4219.11/4319.11 - Sexual Harassment
Administrative Regulation 4119.11/4219.11/4319.11 - Sexual Harassment
Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint
Procedures Board Policy 5141.22 - Infectious Diseases
Administrative Regulation 5141.22 - Infectious Diseases
Administrative Regulation 5145.3 - Nondiscrimination/Harassment
Board Policy 5145.6 - Parental Notifications
Exhibit 5145.6 - Parental Notifications
Board Policy 5145.7 - Sexual Harassment
Administrative Regulation 5145.7 - Sexual Harassment
Administrative Regulation 5145.71 - Title IX Sexual Harassment Complaint Procedures
Board Policy 6142.7 - Physical Education and Activity
Administrative Regulation 6142.7 - Physical Education and Activity
Board Policy 6159 - Individualized Education Program
Administrative Regulation 6159 - Individualized Education Program
Board Policy 6159.1 - Procedural Safeguards for Special Education
Administrative Regulation 6159.1 - Procedural Safeguards for Special Education
Board Policy 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special
Education
Administrative Regulation 6159.2 - Nonpublic, Nonsectarian School and Agency Services for
Special Education
Exhibit 1113 - District and School Web Sites
Board Policy 3280 - Sale or Lease of District-Owned Real Property
Board Policy 3530 - Risk Management/Insurance
Administrative Regulation 3530 - Risk Management/Insurance
Board Policy 4119.11/4219.11/4319.11 - Sexual Harassment
Administrative Regulation 4119.11/4219.11/4319.11 - Sexual Harassment
Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint
Procedures
Exhibit 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures
Board Policy 4157/4257/4357 - Employee Safety
Administrative Regulation 4157/4257/4357 - Employee Safety
Administrative Regulation 4157.1/4257.1/4357.1 - Work-Related Injuries
Board Policy 5113.1 - Chronic Absence and Truancy
Administrative Regulation 5113.1 - Chronic Absence and Truancy
Administrative Regulation 5113.11 - Attendance Supervision
Board Policy 5145.7 - Sexual Harassment
Administrative Regulation 5145.7 - Sexual Harassment
Administrative Regulation 5145.71 - Title IX Sexual Harassment Complaint Procedures
Exhibit 5145.71 - Title IX Sexual Harassment Complaint Procedures
Board Policy 6161.1 - Selection and Evaluation of Instructional Materials
Administrative Regulation 6161.1 - Selection and Evaluation of Instructional Materials
Exhibit 6161.1 - Selection and Evaluation of Instructional Materials
Exhibit(1) 9323.2 - Actions by the Board

ACTION ITEMS

- | | | | | |
|----|--|---------|----------|--------|
| A. | LCFF Budget Overview for Parents | [Motion | , Second | _/_/_] |
| B. | Certify First Interim Report (insert) | [Motion | , Second | _/_/_] |
| C. | Quarterly Report – Williams Act | [Motion | , Second | _/_/_] |
| D. | Contact with Office Tech for Copier Replacements | | | |
| | | [Motion | , Second | _/_/_] |

DISCUSSION ITEM

1. Discussion of Sport Guidelines during COVID Restrictions for Players/Spectators.

BOARD MEMBER REQUEST FOR ITEMS FOR NEXT REGULAR BOARD MEETING

1. Items from the Board Calendar
2. Next Regular Board Meeting – January 27, 2021
3. Board Study Session – February 19, 2021

ADJOURNMENT: Time ____p.m.

[Motion , Second _/_/_]

CLOSED SESSION

FINANCIAL REPORTS

TULELAKE BASIN JOINT UNIFIED SCHOOL DISTRICT
Cash Flow Projections- FY2020/2021

Rsrce	Program Title	2020/21		TOTAL CASH		JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
		AWARD AMT	Prior Yr Funds	RECEIVED							
0012	MAA	6,350.04		2,904.01					2904.01		
0200	Mandated Costs	15,186.00		15,186.00						15,186.00	
1100	Lottery	58,599.00	7,916.71	7,916.71				7,916.71			
3010	Title I	203,237.00		49,046.00					49,046.00		
3210	CARES-ESSER	132,205.00		33,051.00			33,051.00				
3220	Learning Loss Mitigation	414,253.00		414,253.00				414,253.00			
4035	Title II, Part A	21,198.00		350.00					350.00		
4126	Title V, Part B	6,304.00		0.00							
4127	Title IV	11,792.00		0.00							
4128	NSAEC	0.00		0.00							
4203	Title III, LEP	24,102.00		12,561.00							
6010	After School Education & Safety	176,317.00		0.00							
6230	Prop 39	0.00		0.00							
6300	Lottery-Prop 20	20,682.00	8,578.02	8,578.02				8,578.02			
6387	CTE Incentive Grant	133,964.52	36,207.48	170,172.00			170,172.00				
6690	TUPE	0.00		0.00							
7010	Ag Incentive	16,462.00	2,599.00	2,599.00			2,599.00				
7311	Classified Employee Prof Dev	0.00		0.00							
7388	COVID-19	0.00		0.00							
7420	Learning Loss Mitigation	40,860.00		40,860.00				40,860.00			
7510	Low Performing Student	0.00		0.00							
0000	LCFF	2,726,989.00		1,513,492.00		378,373.00	378,373.00	378,373.00	378,373.00		
	Prior Year - 8019	0.00	595,127.00	595,127.00							
	One-time discretionary										
1400	EPA	830,271.00	(227,833.00)	31,363.00		(227,833.00)		259,196.00			
0000	SELPA EI PS Grant	0.00		0.00							
0000	Property Taxes	1,403,318.00		41,854.75		21,643.11	43.31		20,168.33		
0000	ERAF			(25,551.30)			(25,551.30)				
0000	Forest Reserves	98,340.00		0.00							
0000	Interest	10,000.00		3,818.59		1,898.15			1,920.44		
0000	Other	223,951.00		76,244.63					76,244.63		
0000	Transfers	(30,000.00)	(137,846.89)	(142,846.89)			(137,846.89)				(5,000.00)
		6,544,380.56	422,595.21	2,850,978.52	781,769.26	420,840.12	1,109,176.73	529,006.41	15,186.00	5,000.00	
		Cash In		781,769.26	420,840.12	1,109,176.73	529,006.41	15,186.00	(5,000.00)		
		Cash Out		103,587.65	368,242.27	372,838.54	390,223.72	388,141.30	52,579.10		
		PAYROLL		127,993.85	102,518.12	171,607.44	95,028.20	63,189.45			
		WARRANTS									
		Reserve Act									
		256,081.01									
		ME Balance		149,596.74	649,864.23	1,214,594.98	1,258,349.47	822,204.72	764,625.62		

Tulelake Basin Joint Unified School District

Current Unreconciled Cash Balances as of December 9, 2020

Account	December 9, 2020	November 18, 2020	October 21, 2020	September 24, 2020	August 20, 2020	July 22, 2020
	Current Balance	Prior Balance	Prior Balance	Prior Balance	Prior Balance	Prior Balance
Fund 01 - General Fund	\$764,625.62	\$1,208,983.78	\$1,176,250.98	\$921,747.30	\$611,280.54	\$115,977.13
Fund 11 - Adult Education Fund	\$56,596.73	\$56,596.73	\$57,117.10	\$59,864.63	\$70,024.05	\$74,587.75
Fund 13 - Cafeteria Fund	\$38,105.57	\$59,731.07	\$56,578.86	\$57,427.32	\$66,317.26	\$52,923.08
Fund 17 - Special Reserve Fund	\$4,054.01	\$4,054.01	\$4,042.00	\$4,042.00	\$4,042.00	\$4,028.00
Fund 40 - Capital Outlay Fund	\$878.48	\$878.48	\$875.79	\$875.79	\$915.71	\$931.90
Edward Jones	\$2,209,367.01	\$2,209,367.01	\$2,208,773.26	\$2,203,904.53	\$2,200,150.12	\$2,197,114.16
Reserve Account	\$256,102.48	\$256,098.27	\$256,093.92	\$256,089.71	\$256,085.36	\$256,081.01
	\$3,329,729.90	\$3,795,709.35	\$3,759,731.91	\$3,503,951.28	\$3,208,815.04	\$2,701,643.03

Account	December 13, 2019	November 15, 2019	October 17, 2019	September 19, 2019	August 22, 2019
	Prior Balance	Prior Balance	Prior Balance	Prior Balance	Prior Balance
Fund 01 - General Fund	\$400,964.65	\$696,313.76	\$652,340.11	\$466,061.42	\$619,308.60
Fund 11 - Adult Education Fund	\$55,133.38	\$59,857.05	\$66,347.12	\$86,696.27	\$96,926.31
Fund 13 - Cafeteria Fund	\$43,940.50	\$52,373.19	\$31,252.13	\$59,781.64	\$74,379.49
Fund 17 - Special Reserve Fund	\$3,991.58	\$3,991.58	\$3,974.03	\$3,974.03	\$3,974.03
Fund 40 - Capital Outlay Fund	\$3,711.55	\$3,711.55	\$3,695.23	\$3,695.23	\$3,695.23
Edward Jones	\$2,095,239.38	\$2,095,239.38	\$2,092,680.08	\$2,085,438.92	\$2,081,806.55
Reserve Account	\$256,051.12	\$256,046.91	\$256,042.56	\$256,038.35	\$256,034.00
	\$2,859,032.16	\$3,167,533.42	\$3,106,331.26	\$2,961,685.86	\$3,136,124.21

ATHLETIC REPORT

Honker Athletic Report

December 2020

Athletics:

*Attached is the letter from CIF regarding return to sports.

*Meetings this week to discuss shifting seasons again. Discussing moving basketball to the end of the football, volleyball, soccer season. This will make seasons about 4 weeks long.

*If sports are allowed, we need to decide our school policy on numbers that can attend. My recommendations for indoor games:

- Live stream all games.
- Allow each player 2-3 tickets (if a family has multiple athletes they only get 2-3 tickets). Small children will need a ticket.
- Allow 2 tickets per player family from the visiting team.
- Allow drivers from the visiting team in.
- Allow 2 booster members at a time for the gate.
- Consider allowing a set number of students in the game (could be a drawing or ?).
- No cheerleaders
- Allow concessions with individually packaged items

My recommendations for outdoor games:

- allow spectators and ask them to social distance as family groups
- allow concessions

*Transportation

- Allow parent transportation.
- Require a written parent permission slip?

*Shooting Team Instructor Training December 19-20 in Alturas



**CALIFORNIA INTERSCHOLASTIC FEDERATION
NORTHERN SECTION**

Elizabeth Kyle, Commissioner
Scott Johnson, Assistant Commissioner
2241 St. George Lane, Suite 2
Chico, CA 95926

Telephone: 530-343-7285
Fax: 530-343-5619
Website: www.cifns.org

December 4, 2020

The Northern Section continues to be concerned with the health and safety of our student athletes. The CDPH has not changed their guidelines for high school and youth sports since the August 3rd guidelines were released. The Northern sports calendar for the 2020-2021 school year is in place and will remain in place. Since schools are not able to begin practice and competition as originally planned, the hope is you can begin in the future when new guidelines come out from the CDPH.

All practice and competition start times in the Northern Section are on hold until we receive new state return-to-play guidelines.

On Wednesday, January 20, 2021, when we have a better sense of the overall situation, the Executive Committee will meet again to discuss Northern Section athletics.

ELEMENTARY REPORT



Elementary Board Report

December 2020

- On Dec. 8, Student Council Officers were able to go with Mr. Walden and Mrs. Mahan to purchase gifts for Toys for Tots.
- December 16, 2020, we will be showing "The Grinch" starring Mr. Misso.
- PPA is supporting Christmas Crafts to be done the week before break.
- Minimum Day, Dec. 18-Winter Break!
 - Kindergarten will have their Polar Express Party and other classes will have class parties.

HIGH SCHOOL/SUPERINTENDENT REPORT

Memo

To: Teresa Healy
From: Mark Mahan
CC: Board of Trustees
Date: December 9, 2020
Re: Enrollment for 2019/20 and 2020/21 schools years

	Sep-19	Sep-20	Oct-19	Oct-20	Nov-19	Nov-20	Dec-19	Dec-20	Jan-20	Jan-21	Feb-20	Feb-21	Mar-20	Mar-21	Apr-20	Apr-21	May-20	May-21
TBES	235	224	235	224	226	217	227	213	223		226		227		228		228	
THS	179	193	178	194	179	194	177	196	177		179		180		180		180	
Total	414	417	413	418	405	411	404	409	400		405		407		408		408	

Difference 3 5 6 5

Average 3 4 4.67 4.75

P1 ADA		
	2019/20	2020/21
K-8	265.33	
9-12	111.33	

P2 ADA		
	2019/20	2020/21
K-8	259.75	
9-12	110.22	

CONSENT AGENDA

Superintendent
Teresa Healy

Board Members
Jordan Dodson
Myra Chavoya-Perez
Carrie Guthrie
Penny Velador
Nick Scott

TULELAKE BASIN JOINT UNIFIED SCHOOL DISTRICT

Regular Board Meeting

December 2, 2020

Closed Session: 5:00 p.m.

Open Session: 6:00 p.m.

District Conference Room

400 G Street, Tulelake, CA

Meeting facilities are accessible to persons with disabilities. By request, alternative agenda document formats are available to persons with disabilities. To arrange an alternative agenda document format or to arrange aid or services to modify or accommodate persons with a disability to participate in a public meeting please provide a written request to the Superintendent at the Tulelake Basin Joint Unified School District Office at least three working days prior to any public meeting. This meeting may be recorded.

AGENDA

Call to Order by Presiding Officer Dodson, at 5:00 p.m.

Roll Call:

Jordan Dodson, President	present
Myra Chavoya-Perez, Clerk	present
Carrie Guthrie, Member	present
Nick Scott, Member	present
Penny Velador, Member	present
Teresa Healy, Superintendent	present

APPROVAL of AGENDA

[Motion Chavoya-Perez, Second Guthrie 5/0/0]

PUBLIC COMMENTS ON CLOSED SESSION AGENDA

Under this item, the public is invited to address the Board regarding items that are on the Closed Session agenda. Speakers are limited to three minutes each. Please introduce yourself to the board. The Board is not allowed under the law to take action on matters that are not listed on the agenda.

Motion to go into Closed Session.

[Motion Velador, Second Scott 5/0/0]

CLOSED SESSION AGENDA

The board will adjourn to closed session to discuss:

1. **PERSONNEL:** Closed Session – Government Code § 54957 Public Employee Employment:
a) Accept Letter of Retirement from Teacher John Knudsen
2. **PERSONNEL:** Closed Session – Government Code § 54957
PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Various Certificated and Classified Employees)
3. **PERSONNEL:** Closed Session – Government Code § 54957
PUBLIC EMPLOYEE PERFORMANCE EVALUATION: (Superintendent)
4. **POTENTIAL LITIGATION:** Closed Session - Government Code § 54956.9
5. **NEGOTIATIONS:** Conference with labor negotiator pursuant to {Government Code § 54957.6}:
Agency
Negotiator: Teresa Healy; Employee Organization: Classified School Employees' Association (CSEA)
6. **NEGOTIATIONS:** Conference with labor negotiator pursuant to {Government Code § 54957.6}:
Agency
Negotiator: Teresa Healy; Employee Organization: Tulelake Basin Teachers' Association (TBTA)

Motion to come out of Closed Session. [Motion Velador, Second Scott 5/0/0]

<u>PLEDGE OF ALLEGIANCE</u>

CLOSED SESSION ACTION ITEMS:

1. **PERSONNEL:** Closed Session – Government Code § 54957 Public Employee Employment:
a) Accept Letter of Retirement from Teacher John Knudsen
[Motion Scott, Second Guthrie 5/0/0]
2. **PERSONNEL:** Closed Session – Government Code § 54957
PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Various Certificated and Classified Employees)
3. **PERSONNEL:** Closed Session – Government Code § 54957
PUBLIC EMPLOYEE PERFORMANCE EVALUATION: (Superintendent)
4. **POTENTIAL LITIGATION:** Closed Session - Government Code § 54956.9
5. **NEGOTIATIONS:** Conference with labor negotiator pursuant to {Government Code § 54957.6}:
Agency
Negotiator: Teresa Healy; Employee Organization: Classified School Employees' Association (CSEA)
6. **NEGOTIATIONS:** Conference with labor negotiator pursuant to {Government Code § 54957.6}:
Agency
Negotiator: Teresa Healy; Employee Organization: Tulelake Basin Teachers' Association (TBTA)

RECOGNITION

The Tulalake Basin Joint Unified School District Board of Trustees would like to recognize and Thank Board Member Penny Velador for her 8 years of service to the district.

PROVISIONAL APPOINTMENT/INSTALLATION OF NEW BOARD MEMBERS

- A. Approve Resolution No. 20- 24 Board Vacancy – Provisional Appointment**
[Motion Chavoya-Perez, Second Guthrie 5/0/0]
- B. Interview Candidate(s) for provisional appointee to fill Board member vacancy.**
Provisional appointment to fill Board Member vacancy.
[Motion Chavoya-Perez, Second Guthrie 5/0/0]
- C. Installation and seating of New Board Members**

Secretary of the Board, Teresa Healy, will administer the Oath of Office to the board member(s)-elect:

I, _____, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

ANNUAL ELECTION OF OFFICERS

1. Election of Officers

Annually the Board of Education must elect officers to serve as President and Clerk of the Board until the next Organizational Meeting. The Secretary of the Board will conduct the election of the President. The Chair will be returned to the President of the Board to continue with the election of officers.

A. Election of the President

NOMINATION OF PRESIDENT

ELECTION OF PRESIDENT

[Motion Scott, Second Guthrie 4/0/0]

Member Jordan Dodson was officially seated as President of the Governing Board.

B. Election of the Clerk

NOMINATION OF CLERK

ELECTION OF CLERK

[Motion Scott, Second Guthrie 4/0/0]

Member Myra Chavoya-Perez was officially seated as Clerk of the Governing Board

REPORTS

1. Financial Reports presented by Mrs. Thompson.
 - a. Cash Flow Report
 - b. Cash Balances Report
 - c. Edward Jones Investment Statement
2. Athletic Report presented by Mrs. Brown.
3. Tulelake Elementary School presented by Dr. Butler.

She also reported that in person instruction is going great! Enrolled a new student today, Mr. Misso is going to record the reading of The Grinch so that it can be played for the students on the 16th. There is a new PBIS Newsletter that has been added to the webpage.
4. High School/Superintendent Report presented by Mrs. Healy.
 - a. Enrollment – up a few kids, not as many contracts out.

She also reported that we had a temporary closure before the Thanksgiving Break at the request of Modoc County to slow the spread of COVID, we encouraged families to stay home during this time. We re-opened on the 30th after the break, attendance is light at the present time with families choosing to distance learn at their discretion. All students and staff were reminded of safety protocols when they returned to school. In contact with both Modoc and Siskiyou Public Health on a daily basis – there have been no new school cases reported.

High School Parent /Teacher Conferences were held by phone – Thank You to the teachers who made this happen.

The Bus Barn Painting looks very nice – thank you to all who worked on it. She thanked the Maintenance & Janitorial Staff for scouring the schools while we were closed. Also, thanked Mark Mahan, Matt Hartung and Jesse Reyes for handling the Chromebook Distribution, Monica Thompson, Angie Forrester, Kay Wilson and Julia Pena for working on Contact Tracing and other duties. It has been All Hands on Deck!
5. Board Reports

President Dodson thanked Penny for her service. Thanked the janitorial staff for all their hard work cleaning the schools. Reported that she is happy that the kids are back in school where they are safe and cared for. The decisions being made are for the kids that is our job. Thank you to everyone for adapting.

Member Chavoya-Perez reported that she is thankful that the schools are open and that we are doing what is best for our kids.

Member Nicholson reported that he is happy to be here, will need a little time to get up to speed.

Member Guthrie congratulated Tristan Walker for his accomplishments on the Modoc Shooting Team. She read a statement expressing her concerns with the current situation, “thanking all for going above and beyond, keeping our kids’ safe while still giving them an education.” She also asked that “we work together and not against each other to get through these difficult times.”

Member Scott thanked Rob and the crew for painting the bus Barn it looks great. He went on to express his concerns with the current climate among our staff, he encouraged people to work together to get through this situation. To talk with people about their concerns and remember we are here for the kids.

PUBLIC COMMENTS ON ITEMS NOT ON AGENDA

Under this item, the public is invited to address the Board regarding items that are not on tonight's agenda. Speakers are limited to three minutes each. Please introduce yourself to the board. The Board is not allowed under the law to take action on matters that are not on the agenda. The public will have the opportunity to comment on all agenda items as they are presented this evening.

Teacher Dan Lindsay expressed his concerns with the re-opening of schools after the positive cases at the elementary. I don't get why you say it's safe to be here, this is a sacrifice, no response to letters, distrust and upsetting.

Teacher Jennifer Baley stated she had personal experience with exposure, the virus was school spread to 9 staff members, and the spread affects others the vast majority of parents are not sending kids to school.

Teacher Tricia Brown thanked the board for being proactive and providing options for our kids. The kids need to be here they are struggling at home. Work with the Health Departments we can't control COVID but we can control protocols and they need to be followed by ALL teachers. This is my job.

Teacher Matt Hartung stated we need to follow the Re-Opening Plan without exception.

Teacher Rick Fakhre expressed concerns about his room being cold due to the need for ventilation with the windows open and fans going. Does not feel supported.

Parent Steve Walker stated that the Shooting Club was a good thing! Follow Protocols, thankful to have school open, we just have to power on, we are all going to deal with it. No Kids/No school. Thank You to the teachers and Thank you to the board.

Erica Carroll stated that we need a much better plan to deal with this, thankfully she will be returning to work next week after being ill with COVID. We do not have adequate subs to cover with all these people out sick.

Parent/Substitute Darcy Walker stated kids need to be in school, wish we could not have so many emotions, she respects that kids are able to stay home and Distance Learn. Thank you to the board for keeping our kids in school and for not being bullied. I am glad that my husband is a firefighter and that he doesn't just say oh I don't think I want to do my job today, no one signed up for this. This is your job!

Counselor Tara Wright read an email she sent to all staff recently stating the importance of kids being in school and the mental aspects of being isolated. She also encouraged empathy and support by all staff members during this time.

Teacher Lee Albright thanked everyone for sharing their thoughts, we all agree that we care deeply for the kids and that distance learning is hard. The central point of conflict seems to be that the Re-Opening Plan is not being followed and that concerns are not being listened to.

Board Member Nick Scott thanked Mark Mahan for all his work getting Chromebooks out to everyone.

Teacher Rick Fakhre commented that he suggested Hybrid Learning like other schools are doing – we can't distance enough in our classrooms.

Teacher Tricia Brown stated District Policy is in place, everyone has to work under that policy. It is not being followed by staff members – teachers are not spraying and disinfecting their rooms between classes – this is on the staff!

CONSENT AGENDA

The consent agenda, if approved, will be recorded in the minutes as if each item had been acted upon individually. Requests by members of the board to have any item taken off the consent agenda for discussion will be honored without debate. Requests by the public to have an item taken off the consent agenda will be considered prior to the Board taking action.

Approval of Consent Agenda

1. Review of consent agenda

2. Approval of consent agenda [Motion Guthrie, Second Chavoya-Perez 5/0/0]

1. Administration

1.1 Approve Minutes.

- 1.1.1 Approve the Minutes of the October 28, 2020 Regular Board Meeting

2. Budget and Finance

- 2.1.1 Bills Listing
- 2.1.2 Approve Resolution NO. 20-25 Transfer of Funds from General Fund (01) to Cafeteria Fund (13)

3. Board Policies

3.1.1 First Reading of Updated Board Policies and Administrative Regulations July 2020, October 2020

Board Policy 3555 - Nutrition Program Compliance
Exhibit 3555 - Nutrition Program Compliance
Administrative Regulation 4030 - Nondiscrimination in Employment
Board Policy 4119.11/4219.11/4319.11 - Sexual Harassment
Administrative Regulation 4119.11/4219.11/4319.11 - Sexual Harassment
Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint
Procedures Board Policy 5141.22 - Infectious Diseases
Administrative Regulation 5141.22 - Infectious Diseases
Administrative Regulation 5145.3 - Nondiscrimination/Harassment
Board Policy 5145.6 - Parental Notifications
Exhibit 5145.6 - Parental Notifications
Board Policy 5145.7 - Sexual Harassment
Administrative Regulation 5145.7 - Sexual Harassment
Administrative Regulation 5145.71 - Title IX Sexual Harassment Complaint Procedures
Board Policy 6142.7 - Physical Education and Activity
Administrative Regulation 6142.7 - Physical Education and Activity
Board Policy 6159 - Individualized Education Program
Administrative Regulation 6159 - Individualized Education Program
Board Policy 6159.1 - Procedural Safeguards for Special Education
Administrative Regulation 6159.1 - Procedural Safeguards for Special Education
Board Policy 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education
Administrative Regulation 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education
Exhibit 1113 - District and School Web Sites
Board Policy 3280 - Sale or Lease of District-Owned Real Property
Board Policy 3530 - Risk Management/Insurance
Administrative Regulation 3530 - Risk Management/Insurance
Board Policy 4119.11/4219.11/4319.11 - Sexual Harassment
Administrative Regulation 4119.11/4219.11/4319.11 - Sexual Harassment
Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures
Exhibit 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures
Board Policy 4157/4257/4357 - Employee Safety
Administrative Regulation 4157/4257/4357 - Employee Safety
Administrative Regulation 4157.1/4257.1/4357.1 - Work-Related Injuries
Board Policy 5113.1 - Chronic Absence and Truancy
Administrative Regulation 5113.1 - Chronic Absence and Truancy
Administrative Regulation 5113.11 - Attendance Supervision
Board Policy 5145.7 - Sexual Harassment
Administrative Regulation 5145.7 - Sexual Harassment
Administrative Regulation 5145.71 - Title IX Sexual Harassment Complaint Procedures
Exhibit 5145.71 - Title IX Sexual Harassment Complaint Procedures
Board Policy 6161.1 - Selection and Evaluation of Instructional Materials
Administrative Regulation 6161.1 - Selection and Evaluation of Instructional Materials
Exhibit 6161.1 - Selection and Evaluation of Instructional Materials
Exhibit(1) 9323.2 - Actions by the Board

CORRESPONDENCE

- A.** Local Accountability Plan and Federal Addendum (LCAP Federal Addendum) Approval.

BOARD MEMBER REQUEST FOR ITEMS FOR NEXT REGULAR BOARD MEETING

1. Items from the Board Calendar
2. Next Regular Board Meeting – December 15, 2020
3. Sports

[Motion to return to Closed Session at 7:15 p.m. by Guthrie, Second by Scott 5/0/0]

ADJOURNMENT: Time 7:54 p.m.

[Motion Guthrie, Second Scott 5/0/0]

Bank Account COUNTY - County AP

Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
-------------	--------------	-------	---------	-----------------------------	-------	--------------	--------------	----------------	------------------	----------------

Check # 30058227, Dated 12/01/2020, Printed (000824), PO# PO21-00224, Batchld AP12012020

AP Vendor CDW Government, Inc. (000096/1)

75 Remittance Dr., Suite 1515

Chicago, IL 60675-1515

F	2020/21	11/30/20	VR21-00225	Chromebook Licenses for Distance Learning COVID 19	4557710	12/01/20	Printed	1,250.00		1,250.00
		2021	01. 3220. 0. 1110. 1000. 4300. 670.							
F	2020/21	11/30/20	VR21-00133	Chromebooks and Licenses	4616751	12/01/20	Printed	37,118.63		37,118.63
		2021	01. 3220. 0. 1110. 1000. 4300. 670.							

Check # 30058228, Dated 12/01/2020, Printed (000824), PO# PO21-00225, Batchld AP12012020

AP Vendor The Home Depot Pro (000511/4)

PO Box 742440

Los Angeles, CA 90074-2440

2020/21	11/30/20	VR21-00226	COVID Cleaning Supplies for THS	58635660	12/01/20	Printed	1,853.27		1,853.27
		2021	01. 3220. 0. 1110. 1000. 4300. 670.						
2020/21	12/01/20	VR21-00226	COVID Cleaning Supplies for THS	586365645	12/01/20	Printed	9.19-		9.19-
		2021	01. 3220. 0. 1110. 1000. 4300. 670.						

Check # 30058229, Dated 12/01/2020, Printed (000824), PO# , Batchld AP12012020

Direct Vendor Pacific Power (000297/2)

PO Box 26000

Portland, OR 97256-0001

2020/21	11/30/20	Utilities/Electric All sites	101234	12/01/20	Printed	12,023.33		12,023.33
		2021	01. 0000. 0. 0000. 8200. 5501. 071.			3,768.93		
		2021	01. 0000. 0. 0000. 8200. 5501. 272.			7,566.53		
		2021	01. 0672. 0. 8100. 8200. 5501. 670.			687.87		

Check # 30058230, Dated 12/01/2020, Printed (000824), PO# PO21-00208, Batchld AP12012020

Check Amount for 30058229 12,023.33

Selection See last page for selection criteria

ESCAPE ONLINE

Page 1 of 10

Bank Account COUNTY - County AP										
Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
Check # 30058230, Dated 12/01/2020, Printed (000824), PO# PO21-00208,Batchld AP12012020										
AP Vendor	Perma-Bound Books (000306/1) 617 E. Vandalia Road Jacksonville, IL 62650-3599									
F	2020/21	11/30/20	VR21-00209	Library Books	1874981-00	12/01/20	Printed	133.17		133.17
		2021	01. 0000. 0. 0000. 2420. 4200. 272.							
								Check Amount for 30058230		
Check # 30058231, Dated 12/01/2020, Printed (000824), PO# PO21-00189,Batchld AP12012020										
AP Vendor	Quill Corporation (000321/3) P.O. Box 37600 Philadelphia, PA 19101-0600									
F	2020/21	11/20/20	VR21-00190	COVID 19 PPE Supplies	12226007	12/01/20	Printed	42.26		42.26
		2021	01. 3220. 0. 1110. 1000. 4300. 670.							
								Check Amount for 30058231		
Check # 30058232, Dated 12/01/2020, Printed (000824), PO# ,Batchld AP12012020										
Direct Vendor	Ray Morgan Company (000946/1) 3131 Esplanade Chico, CA 95973									
	2020/21	11/30/20		District Office Copier Contract Fees	3146173	12/01/20	Printed	40.83		40.83
		2021	01. 0000. 0. 0000. 7550. 5620. 670.							
								Check Amount for 30058232		
Check # 30058233, Dated 12/01/2020, Printed (000824), PO# PO21-00179,Batchld AP12012020										
AP Vendor	Texas Educational Paperbacks (000393/5) C/O Adams Book Company PO Box 1292 New York, NY 10009									
F	2020/21	12/01/20	VR21-00180	Literature sets	0110711-IN	12/01/20	Printed	126.80	8.47	135.27
		2021	01. 6300. 0. 1110. 1000. 4300. 272.					135.27		
								Check Amount for 30058233		
Check # 30058318, Dated 12/09/2020, Printed (000825), PO# ,Batchld AP12092020A										
Direct Vendor	Alsco Medford (000014/1) P.O. Box 1280 Medford, OR 97501									

Bank Account COUNTRY - County AP

Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
-------------	--------------	-------	---------	--------------------------------	-------	--------------	--------------	----------------	------------------	----------------

Check # 30058318, Dated 12/09/2020, Printed (000825), PO#, BatchId AP12092020A

Direct Vendor	2020/21	12/08/20	Alasco Medford (000014/1)	(continued)						
			Laundry Service for TES and THS Cafeteria	LMED1879516	12/08/20	Paid	Printed	684.81		684.81
		2021	13. 5310. 0. 0000. 8200. 5505. 670.							

Check Amount for 30058318 684.81

Check # 30058319, Dated 12/09/2020, Printed (000825), PO#, BatchId AP12092020A

Direct Vendor			Cal-Ore Telephone (000065/1)							
			P.O. Box 847 Dorris, CA 96023							
	2020/21	12/08/20	Phone, Honker Line and Tassel	101240	12/08/20	Paid	Printed	4,418.15		4,418.15
		2021	01. 0000. 0. 0000. 3600. 5901. 670.			580.62				
		2021	01. 0000. 0. 0000. 7200. 5901. 670.			702.24				
		2021	01. 0000. 0. 0000. 7700. 5901. 670. 090.			557.62				
		2021	01. 0000. 0. 0000. 8200. 5901. 071.			623.56				
		2021	01. 0000. 0. 0000. 8200. 5901. 272.			654.06				
		2021	01. 0000. 0. 1110. 1000. 5903. 071. 090.			560.97				
		2021	01. 0000. 0. 1110. 1000. 5903. 272. 090.			589.92				
		2021	01. 0672. 0. 8100. 8200. 5901. 670.			98.90				
		2021	01. 6010. 0. 1131. 4000. 4300. 670.			50.26				

Check Amount for 30058319 4,418.15

Check # 30058320, Dated 12/09/2020, Printed (000825), PO#, BatchId AP12092020A

Direct Vendor			California Department of Tax and Fee Administration (000965/1)							
			Motor Carrier Office PO Box 942879 Sacramento, CA 94279-6155							
	2020/21	12/08/20	Diesel Fuel Exempt Bus Operator tax	101239	12/08/20	Paid	Printed	41.20		41.20
		2021	01. 0000. 0. 0000. 3600. 5800. 670.							

Check Amount for 30058320 41.20

Check # 30058321, Dated 12/09/2020, Printed (000825), PO#, BatchId AP12092020A

Direct Vendor			City of Tulelake (000104/1)							
			PO Box 847 Tulelake, CA 96134							

Selection See last page for selection criteria

ESCAPE ONLINE

Page 3 of 10

ReqPay05e

Payment Register by Check

Bank Account COUNTY - County AP

Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
-------------	--------------	-------	---------	--------------------------------	-------	--------------	--------------	----------------	------------------	----------------

Check # 30058321, Dated 12/09/2020, Printed (000825), PO# PO21-00025, Batchid AP12092020A

Direct Vendor City of Tullake (000104/1) (continued)

2020/21	12/08/20		Util.	101241	12/08/20	Paid	Printed	2,742.08		2,742.08
			-water/sewer/garbag							
			e ALL SITES							
2021	01.0000	0.0000	8200.5503.071.			179.28				
2021	01.0000	0.0000	8200.5503.272.			235.20				
2021	01.0000	0.0000	8200.5504.071.			700.20				
2021	01.0000	0.0000	8200.5504.272.			557.20				
2021	01.0000	0.0000	8200.5504.670.			131.84				
2021	01.0672	0.8100	8200.5503.670.			74.76				
2021	01.0672	0.8100	8200.5504.670.			367.80				
2021	13.5310	0.0000	8200.5504.670.			495.80				

Check Amount for 30058321 2,742.08

Check # 30058322, Dated 12/09/2020, Printed (000825), PO# PO21-00028, Batchid AP12092020A

AP Vendor Coast Truck Centers (000683/1)

2933 Greensprings Drive

Klamath Falls, OR 97601

2020/21	12/01/20	VR21-00028	Misc.	W11106	12/08/20	Paid	Printed	1,177.41	11.15	1,188.56
			Repairs/Alignments/							
			Parts for Buses							
2021	01.0000	0.0000	3600.4300.670.							
2021	01.0000	0.0000	3600.5631.670.			1,188.56				

Check Amount for 30058322 1,177.41

Check # 30058323, Dated 12/09/2020, Printed (000825), PO# PO21-00025, Batchid AP12092020A

AP Vendor Ed Staub & Sons (000143/2)

PO Box 488

Klamath Falls, OR 97601-0339

2020/21	12/08/20	VR21-00025	Propane and Fuel for	3776357	12/08/20	Paid	Printed	2,752.23		2,752.23
			ALL SITES							
2021	01.0000	0.0000	8200.5502.071.			203.39				
2021	01.0000	0.0000	8200.5502.670.							
2021	01.0000	0.0000	8200.5506.272.			1,650.42				
2021	01.0672	0.8100	8200.5506.670.			898.42				
2021	01.8100	0.0000	8100.4300.670.							
2021	13.5310	0.0000	8200.5506.670.							

Selection See last page for selection criteria

ESCAPE ONLINE

Page 4 of 10

005 - Tullake Basin J.U.S.D.

Generated for Angie Forrester (AFORRESTER), Dec 9 2020

3:43PM

Bank Account COUNTRY - County AP											
Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount	
Check # 30058323, Dated 12/09/2020, Printed (000825), PO# ,Batchld AP12092020A (continued)											
Direct Vendor	2020/21	12/07/20	Ed Staub & Sons (000143/2)	(continued)	12/08/20	Paid	Printed	293.74		(continued) 293.74	
			Fuel Credit Cardlock Charges	CL3754397							
			11/16-11/30/2020								
			2021 01. 0000. 0. 0000. 3600. 4311. 670.			179.83					
			2021 01. 0000. 0. 0000. 8101. 4311. 670.			47.15					
			2021 01. 7010. 0. 3800. 1000. 4311. 272.			66.76					
								Check Amount for 30058323	3,045.97		
Check # 30058324, Dated 12/09/2020, Printed (000825), PO# PO21-00225,Batchld AP12092020A											
AP Vendor	The Home Depot Pro (000511/4) PO Box 742440 Los Angeles, CA 90074-2440										
F	2020/21	12/08/20	VR21-00226	COVID Cleaning Supplies for THS	586365652	12/08/20	Printed	3,325.35		3,325.35	
			2021 01. 3220. 0. 1110. 1000. 4300. 670.								
F	2020/21	12/08/20	VR21-00221	COVID Supplies	587251976	12/08/20	Printed	5,441.72		5,441.72	
			2021 01. 3220. 0. 1110. 1000. 4300. 670.								
F	2020/21	12/08/20	VR21-00220	TES Janitorial Supplies	587251984	12/08/20	Printed	315.44		315.44	
			2021 01. 0000. 0. 0000. 8200. 4300. 071.								
								Check Amount for 30058324	9,082.51		
Check # 30058325, Dated 12/09/2020, Printed (000825), PO# PO21-00236,Batchld AP12092020A											
AP Vendor	Friesens Corporation (000942/2) PO Box 7 Neche, ND 58265										
F	2020/21	12/07/20	VR21-00237	2020 Yearbooks	270535	12/08/20	Printed	5,252.46		5,252.46	
			2021 01. 0000. 0. 1140. 1000. 5800. 272.								
								Check Amount for 30058325	5,252.46		
Check # 30058326, Dated 12/09/2020, Printed (000825), PO# PO21-00192,Batchld AP12092020A											
AP Vendor	Home Depot Credit Services (000194/5) Dept. 32-2149472908 PO Box 9001030 Louisville, KY 40290-1030										
F	2020/21	12/07/20	VR21-00193	Bus Barn Paint and Supplies	1012371	12/08/20	Printed	356.66	25.86	382.52	
Selection See last page for selection criteria											
									ESCAPE	ONLINE	Page 5 of 10

Selection See last page for selection criteria

ESCAPE ONLINE

Page 5 of 10

ReqPay05e

Payment Register by Check

Bank Account COUNTY - County AP										
Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymnt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
Check # 30058326, Dated 12/09/2020, Printed (000825), PO# PO21-00192,Batchld AP12092020A										
AP Vendor	(continued)									
F	2020/21	12/07/20	VR21-00193	Home Depot Credit Services (000194/5)	12/08/20	Printed	(continued)			
		2021	01. 8100. 0. 0000. 8100. 4300. 670.	Bus Barn Paint and Supplies		Paid				
						382.52				
F	2020/21	12/07/20	VR21-00169	1180918	12/08/20	Printed		249.00	18.05	267.05
		2021	01. 0000. 0. 0000. 8200. 4300. 071.	Husky Black Aluminum Low Side Truck Box		Paid				
						267.05				
F	2020/21	12/07/20	VR21-00149	5024381	12/08/20	Printed		866.57	62.83	929.40
		2021	01. 8100. 0. 0000. 8100. 4300. 670.	Materials and Supplies		Paid				
						929.40				
Check Amount for 30058326								1,472.23		
Check # 30058327, Dated 12/09/2020, Printed (000825), PO# PO21-00201,Batchld AP12092020A										
AP Vendor	Klamath Basin Metals and Supply (000527/1)									
			2825 Broadmore Street							
			Klamath Falls, OR 97602							
F	2020/21	12/07/20	VR21-00202	070905	12/08/20	Printed		204.31	14.81	219.12
		2021	01. 0000. 0. 3800. 1000. 4300. 272.	Sheets of Metal		Paid				
						219.12				
Check Amount for 30058327								204.31		
Check # 30058328, Dated 12/09/2020, Printed (000825), PO# PO21-00018,Batchld AP12092020A										
AP Vendor	Macy's Flying Service, Inc. (000660/2)									
			P.O. Box 277							
			Tulelake, CA 96134							
2020/21	12/08/20	VR21-00018	71188	12/08/20	Printed			2,298.11		2,298.11
		2021	01. 6387. 0. 3800. 1000. 5800. 670.	Spray for School Farm July-October		Paid				
Check Amount for 30058328								2,298.11		
Check # 30058329, Dated 12/09/2020, Printed (000825), PO# ,Batchld AP12092020A										
Direct Vendor	MCI (000253/1)									
			P.O. Box 15043							
			Albany, NY 12212-5043							
2020/21	12/08/20		101242	12/08/20	Printed			181.86		181.86
		2021	01. 0000. 0. 0000. 3600. 5901. 670.	Long Distance Phone Service		Paid				
		2021	01. 0000. 0. 0000. 7200. 5901. 670.			38.27				
		2021	01. 0000. 0. 0000. 7700. 5901. 670. 090.			43.34				
						6.13				
Selection See last page for selection criteria								ESCAPE	ONLINE	Page 6 of 10

Bank Account COUNTY - County AP										
Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
Check # 30058329, Dated 12/09/2020, Printed (000825), PO# ,BatchId AP12092020A										
Direct Vendor	MCI (000253/1) (continued)									
2020/21	12/08/20		Long Distance	101242 (continued)	12/08/20	Paid	Printed	(continued)		
			Phone Service							
	2021	01. 0000. 0. 0000. 8200. 5901. 071.				48.48				
	2021	01. 0000. 0. 0000. 8200. 5901. 272.				45.64				
Check # 30058330, Dated 12/09/2020, Printed (000825), PO# PO21-00036,BatchId AP12092020A										
AP Vendor	Merrill Lumber Company									
	Acct. 1520 (000454/1)									
	284 E. Front Street									
	Drawer E									
	Merrill, OR 97633									
2020/21	12/08/20	VR21-00036	Misc. Parts/Materials	B186375	12/08/20	Paid	Printed	59.99	4.35	64.34
	2021	01. 8100. 0. 0000. 8100. 4300. 670.				64.34				
Check # 30058331, Dated 12/09/2020, Printed (000825), PO# ,BatchId AP12092020A										
Direct Vendor	Modoc County Office Of									
	Education (000259/1)									
	139 Henderson Street									
	Alturas, CA 96101									
2020/21	12/01/20		Tech. Support&	AR21-00046	12/08/20	Paid	Printed	8,708.39		8,708.39
			Services MOU 1st							
			Installment							
	2021	01. 0000. 0. 0000. 7700. 5800. 670. 090.								
Check # 30058332, Dated 12/09/2020, Printed (000825), PO# PO21-00081,BatchId AP12092020A										
AP Vendor	Pitney Bowes (000960/1)									
	8000-9090-1013-9934									
	PO BOX 371874									
	Pittsburgh, PA 15250-7874									
2020/21	12/08/20	VR21-00082	Annual Refills for	101234	12/08/20	Paid	Printed	301.50		301.50
			Postage Machine							
	2021	01. 0000. 0. 0000. 7200. 5904. 670.								
Check # 30058333, Dated 12/09/2020, Printed (000825), PO# ,BatchId AP12092020A										
									301.50	
Check Amount for 30058332										
Selection See last page for selection criteria										
									ESCAPE	ONLINE
Page 7 of 10										

Payment Register by Check

Page 8 of 10

ReqPay05e

Payment Register by Check

Bank Account COUNTY - County AP										
Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
Check # 30058336, Dated 12/09/2020, Printed (000825), PO# PO21-00198,Batchld AP12092020A										
AP Vendor US Bank Corporate										
Payment Systems (000423/1) (continued)										
F	2020/21	12/08/20	VR21-00199 Mold Test Kid Analysis	101235 (continued)	12/08/20	Paid	Printed	(continued)		
2021 01. 8100. 0. 0000. 8100. 5800. 670.										
F	2020/21	12/08/20	VR21-00176 Stem Bins	101236	12/08/20	Paid	Printed	589.82		589.82
2021 01. 6300. 0. 1110. 1000. 4300. 071.										
F	2020/21	12/08/20	VR21-00177 Stem Bins and supplies	101237	12/08/20	Paid	Printed	589.82		589.82
2021 01. 6300. 0. 1110. 1000. 4300. 071.										
	2020/21	12/08/20	VR21-00181 PBIS Pictures-Shutterfly	101238	12/08/20	Paid	Printed	13.38		13.38
2021 01. 0000. 0. 1110. 1000. 4300. 071.										
Check # 30058337, Dated 12/09/2020, Printed (000825), PO# ,Batchld AP12092020A										
Direct Vendor Verizon Wireless (000433/1)										
P.O. Box 660108										
Dallas, TX 75266-0108										
	2020/21	12/08/20	Cell Ph. Charges	9867525757	12/08/20	Paid	Printed	255.08		255.08
Sub. ph., bus.ath.,tech. Ad ed and Maint.										
2021 01. 0000. 0. 0000. 3600. 5902. 670.										
2021 01. 0000. 0. 0000. 7100. 5902. 670.										
2021 01. 0000. 0. 0000. 7700. 5902. 670.										
2021 01. 0000. 0. 1110. 4200. 5902. 272.										
2021 01. 8100. 0. 0000. 8100. 5902. 670.										
2021 11. 0000. 0. 4110. 1000. 5902. 375.										
Check Amount for 30058337 255.08										
EXPENSES BY FUND - Bank Account COUNTY										
Fund	Expense	Cash Balance	Difference							
01	93,707.81	707,247.07	613,539.26							
11	44.84	51,612.40	51,567.56							
13	1,180.61	31,658.91	30,478.30							
Total		94,933.26								
Selection See last page for selection criteria										
									ESCAPE	ONLINE
Page 9 of 10										

Selection See last page for selection criteria

ESCAPE ONLINE

Number of Payments	37
Number of Checks	27
Number of ACH Advice	0
Number of vCard Advice	0
Total Check/Advice Amount	\$94,787.74
Total Unpaid Sales Tax	\$145.52
Total Expense Amount	\$94,933.26

CHECK/ADVICE AMOUNT DISTRIBUTION COUNTS

\$0 - \$99	5
\$100 - \$499	7
\$500 - \$999	2
\$1,000 - \$4,999	8
\$5,000 - \$9,999	3
\$10,000 - \$14,999	1
\$15,000 - \$99,999	1
\$100,000 - \$199,999	
\$200,000 - \$499,999	
\$500,000 - \$999,999	
\$1,000,000 -	

***** ITEMS OF INTEREST *****

* Number of payments to a different vendor
 ! Number of Prepaid payments
 @ Number of Liability payments
 & Number of Employee Also Vendors

? denotes check name different than payment name
 F denotes Final Payment

Report Totals -	Payment Count	37	Check Count	27	ACH Count	0	vCard Count	0	Total Check/Advice Amount	94,787.74
Report Selection Criteria	Sorted by Check #, Filtered by (Org = 5, Payment Method = N, Bank Account(s) IN ('COUNTY'), Payment Type = N, On Hold? = Y, Starting Create Date = 11/19/2020, Ending Create Date = 12/9/2020, Page Break by Check/Advice? = N, Zero? = Y, Fund = 01-13)									
									ESCAPE	ONLINE
									Page 10 of 10	

TULELAKE BASIN JOINT UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES

ITEM:

DATE: December 15, 2020

SUBJECT TITLE: Adoption of Updated Board Policies and Administrative Regulations

REQUESTED ACTION: Action: X Information: Discussion: Information/Discussion:

BACKGROUND INFORMATION: Adoption of Updated Board Policies and Administrative Regulations July, October

PROPOSED PLAN/PROGRAM REPORT:

Adoption –July 2020 Policies
Board Policy 3555 - Nutrition Program Compliance
Exhibit 3555 - Nutrition Program Compliance
Administrative Regulation 4030 - Nondiscrimination in Employment
Board Policy 4119.11/4219.11/4319.11 - Sexual Harassment
Administrative Regulation 4119.11/4219.11/4319.11 - Sexual Harassment
Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures Board Policy 5141.22 - Infectious Diseases
Administrative Regulation 5141.22 - Infectious Diseases
Administrative Regulation 5145.3 - Nondiscrimination/Harassment
Board Policy 5145.6 - Parental Notifications
Exhibit 5145.6 - Parental Notifications
Board Policy 5145.7 - Sexual Harassment
Administrative Regulation 5145.7 - Sexual Harassment
Administrative Regulation 5145.71 - Title IX Sexual Harassment Complaint Procedures
Board Policy 6142.7 - Physical Education and Activity
Administrative Regulation 6142.7 - Physical Education and Activity
Board Policy 6159 - Individualized Education Program
Administrative Regulation 6159 - Individualized Education Program
Board Policy 6159.1 - Procedural Safeguards for Special Education
Administrative Regulation 6159.1 - Procedural Safeguards for Special Education
Board Policy 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education
Administrative Regulation 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education
Policy Updates October 2020
Exhibit 1113 - District and School Web Sites
Board Policy 3280 - Sale or Lease of District-Owned Real Property
Board Policy 3530 - Risk Management/Insurance
Administrative Regulation 3530 - Risk Management/Insurance
Board Policy 4119.11/4219.11/4319.11 - Sexual Harassment
Administrative Regulation 4119.11/4219.11/4319.11 - Sexual Harassment
Administrative Regulation 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures
Exhibit 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures
Board Policy 4157/4257/4357 - Employee Safety
Administrative Regulation 4157/4257/4357 - Employee Safety
Administrative Regulation 4157.1/4257.1/4357.1 - Work-Related Injuries
Board Policy 5113.1 - Chronic Absence and Truancy
Administrative Regulation 5113.1 - Chronic Absence and Truancy
Administrative Regulation 5113.11 - Attendance Supervision
Board Policy 5145.7 - Sexual Harassment
Administrative Regulation 5145.7 - Sexual Harassment
Administrative Regulation 5145.71 - Title IX Sexual Harassment Complaint Procedures
Exhibit 5145.71 - Title IX Sexual Harassment Complaint Procedures
Board Policy 6161.1 - Selection and Evaluation of Instructional Materials
Administrative Regulation 6161.1 - Selection and Evaluation of Instructional Materials
Exhibit 6161.1 - Selection and Evaluation of Instructional Materials
Exhibit(1) 9323.2 - Actions by the Board

SPECIFIC FINANCIAL IMPACT OF ACTION PROPOSED/TAKEN: N/A

RECOMMENDATION: Adoption of Updated Board Policies and Administrative Regulation

ORIGINATOR: Teresa Healy, Superintendent

APPROVED FOR SUBMISSION TO THE BOARD BY: Teresa Healy, Superintendent

ACTION ITEMS

LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Tullake Basin Joint Unified

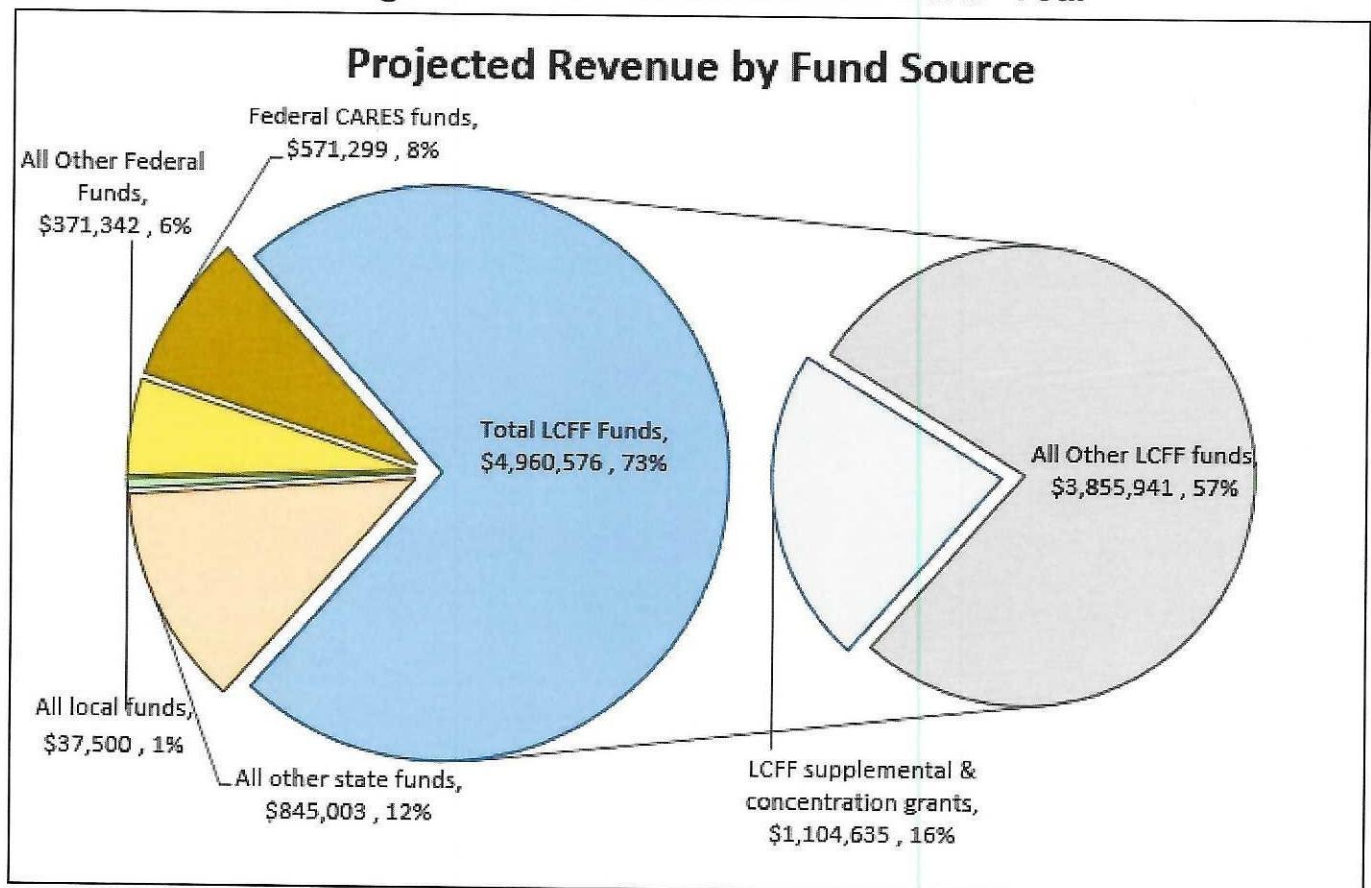
CDS Code: 2573593

School Year: 2020-2021

LEA contact information: Mrs. Teresa Healy, Superintendent

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

Budget Overview for the 2020-21 LCAP Year

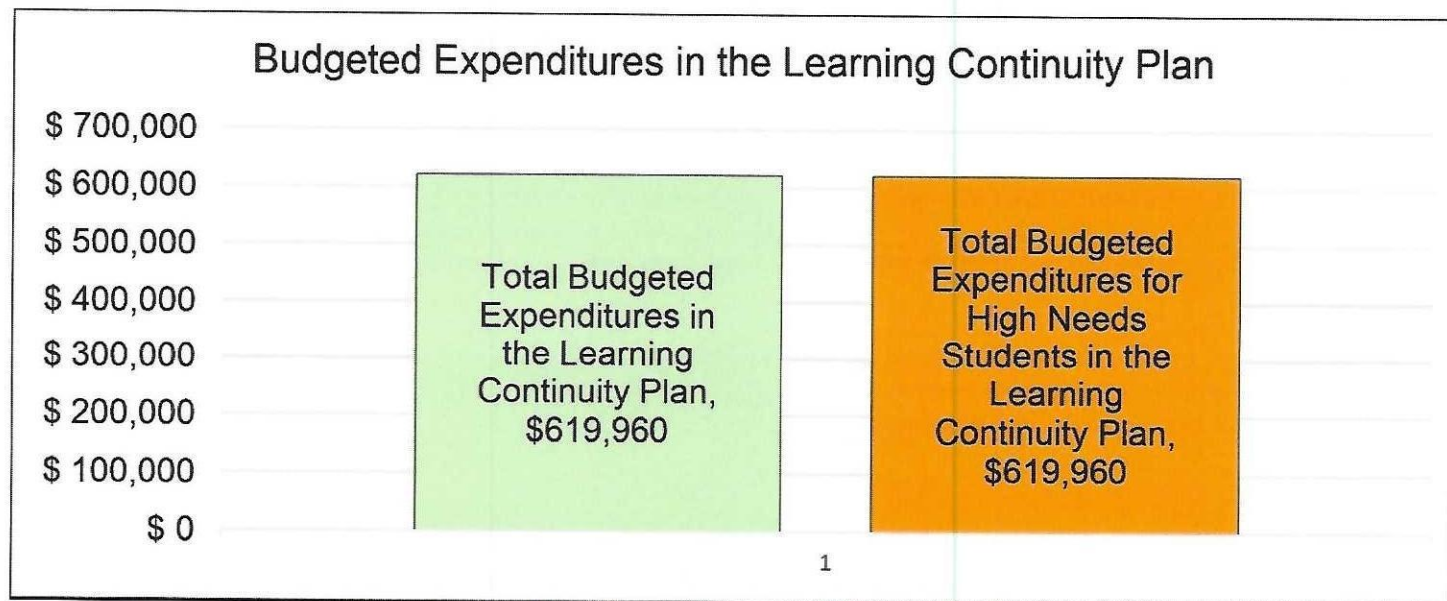


This chart shows the total general purpose revenue Tullake Basin Joint Unified expects to receive in the coming year from all sources.

The total revenue projected for Tullake Basin Joint Unified is \$6,785,720, of which \$4,960,576 is Local Control Funding Formula (LCFF), \$845,003 is other state funds, \$37,500 is local funds, and \$942,641 is federal funds. Of the \$942,641 in federal funds, \$571,299 are federal CARES Act funds. Of the \$4,960,576 in LCFF Funds, \$1,104,635 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

For the 2020-21 school year school districts must work with parents, educators, students, and the community to develop a Learning Continuity and Attendance Plan (Learning Continuity Plan). The Learning Continuity Plan replaces the Local Control and Accountability Plan (LCAP) for the 2020–21 school year and provides school districts with the opportunity to describe how they are planning to provide a high-quality education, social-emotional supports, and nutrition to their students during the COVID-19 pandemic.



This chart provides a quick summary of how much Tulalake Basin Joint Unified plans to spend for planned actions and services in the Learning Continuity Plan for 2020-2021 and how much of the total is tied to increasing or improving services for high needs students.

Tulalake Basin Joint Unified plans to spend \$6,890,087 for the 2020-21 school year. Of that amount, \$619,960 is tied to actions/services in the Learning Continuity Plan and \$6,270,127 is not included in the Learning Continuity Plan. The budgeted expenditures that are not included in the Learning Continuity Plan will be used for the following:

The TBJUSD 2020-21 General Fund Budget includes all expenditure needs to operate the district; teacher and employee salaries and expenses, building operations and utilities, student support services, overhead costs of running a district, as well as the distance learning expenses and COVID-19 precaution and safety costs included in the LCP.

Increased or Improved Services for High Needs Students in the Learning Continuity Plan for the 2020-2021 School Year

In 2020-21, Tulelake Basin Joint Unified is projecting it will receive \$1,104,635 based on the enrollment of foster youth, English learner, and low-income students. Tulelake Basin Joint Unified must describe how it intends to increase or improve services for high needs students in the Learning Continuity Plan. Tulelake Basin Joint Unified plans to spend \$619,960 towards meeting this requirement, as described in the Learning Continuity Plan.

The Tulelake Basin Joint Unified School District (TBJUSD) will receive an increase of \$1,104,635 in 2020-21 year for low income, foster youth, and English learner pupils which will be spent to increase and improve services to our targeted pupils. The district's unduplicated population represents 86.62% of students using the 3-year rolling percentage. The district plans to use the supplemental/concentration funds generated by these students by:

Goal 1

- 1.A.1 Provide AVID Membership for both sites \$11,804
- 1.A.2 Maintain High School AVID Teacher \$92,748
- 1.A.4 Implement AVID at Elementary School \$8,500
- 1.B.1 Maintain Counselor at High School \$80,514
- 1.D.1 Maintain second Ag Teacher to offer more electives \$110,309

Goal 2

- 2.A.3 Utilize SIPPS as a reading intervention \$55,056
- 2.A.4 Utilize Read Naturally as a reading intervention \$ 36,216
- 2.A.6 Maintain a 24:1 or less ratio in TK-3 \$433,831
- 2.A.7 Additional Teachers at the Elementary School to keep class sizes low 4th-6th \$215,612
- 2.A.8 Increased time for JH Teachers \$66,517
- 2.A.9 Summer Credit Recovery \$2,831

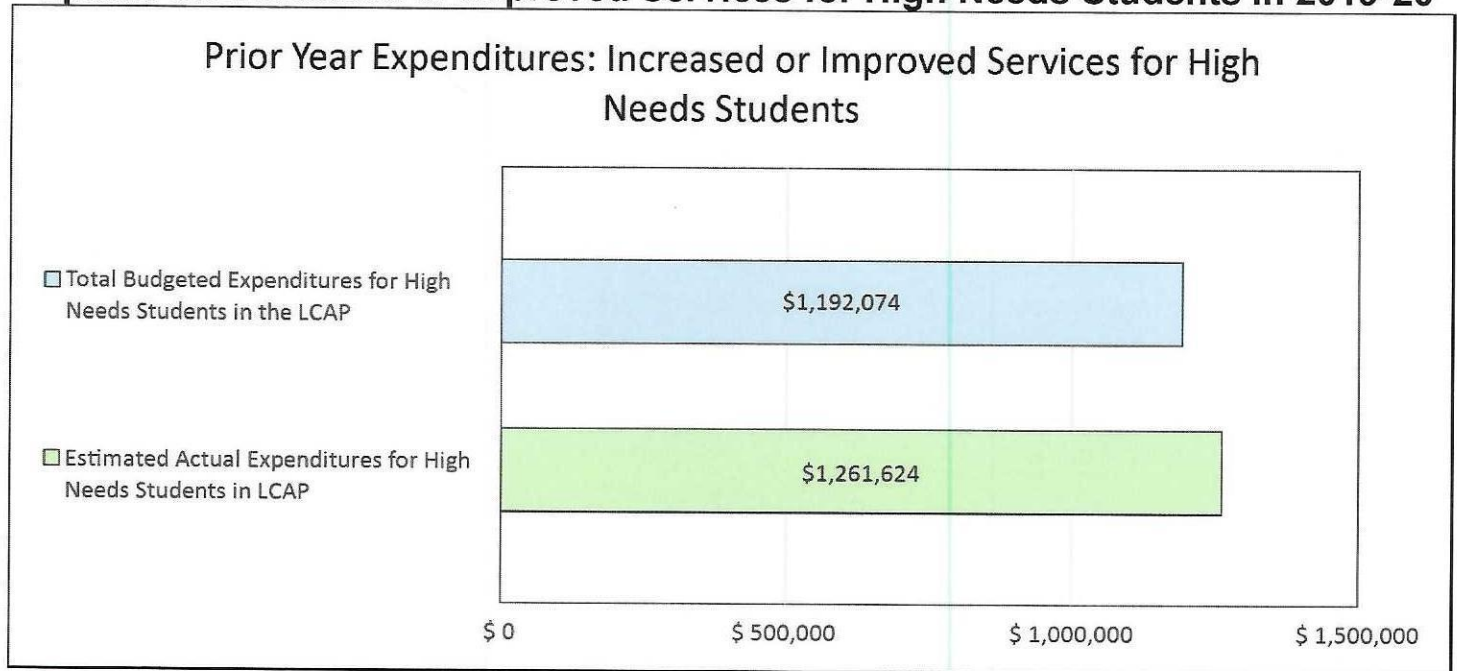
Goal 3

- 3.A.4 Matching grant on the After School Program \$75,570
- 3.A.5 Support cafeteria fund \$30,000
- 3.A.6 Support Transportation Costs \$31,073
- 3.D.2 Bilingual liaison position will be maintained to help communicate with families \$46,511
- 3.D.3 Swift K12 will be utilized to help communicate with families \$1,096

All services are planned to be implemented district/school-wide because of the high percentage of targeted students. Although the services are principally directed towards the unduplicated students, all students will benefit from the plan. The district believes these are the most effective uses of the additional funds to improve the education programs for the targeted students. Additionally, the planned services will avoid the potential negative stigma from a traditional or pull out program and will allow students to maintain access to all other services available to students without interruption.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2019-20



This chart compares what Tulalake Basin Joint Unified budgeted in the 2019-20 LCAP for actions and services that contributed to increasing or improving services for high needs students with what Tulalake Basin Joint Unified actually spent on actions and services that contributed to increasing or improving services for high needs students in the 2019-20 school year.

In 2019-20, Tulalake Basin Joint Unified's LCAP budgeted \$1,192,074 for planned actions to increase or improve services for high needs students. Tulalake Basin Joint Unified actually spent \$1,261,624 for actions to increase or improve services for high needs students in 2019-20.

Academic School Year 2019-2020
Quarterly Report on Williams Uniform Complaints
[Education Code § 35186]

District: Tulelake Basin Joint Unified School District

Person completing this form: Kay Wilson Title: District Secretary

Quarterly Report Submission Date:

First Quarter (July 1 - September 30)

Second Quarter (October 1 - December 31)

Third Quarter (January 1 - March 31)

Fourth Quarter (April 1 - June 30)

Date for information to be reported publicly at governing board meeting: 9/30/20

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	0	0
Teacher Vacancy or Misassignments	0	0	0
Facilities Conditions	0	0	0
TOTALS	0	0	0

Teresa Healy

Print Name of District Superintendent

Signature of District Superintendent

December 15, 2020

Date

Please send original signed copy to: Modoc County Office of Education
Attn: Mike Martin, County Superintendent



1912 United Way
Medford, OR 97504

CUSTOMER ORDER

Phone: 541.773.2015
FAX: 541.773.1545

Bill To: Tulelake Basin Joint Unified School District	Ship To: see schedule A
Address: 400 G Street	Address:
City: Tulelake ST: CA Zip: 96134	City: ST: Zip:
ATTN: Monica Thompson	Key-op:
Phone#: 530.667.2295 FAX: 530.667.2295	Phone#: FAX:
Email: mthompson@tbjUSD.org	Key-op Email:

QTY	Model#	Description - Serial Number	Unit Cost	Extension
1	TA6003ci	Kyocera Copier/Printer	\$814.02 p/mo	
2	TA7003i	Kyocera Copier/Printer		
1	TA8003i	Kyocera Copier/Printer		
		Pick up Ricoh MP6001SP for Lease Return		
		Pick up Canon IRADV6565i for Lease Return		
		Pick up Canon IRADV6555i for Lease Return		
Trade-In		Pick up Canon IRADV6575i for Lease Return		()
Comments:			Power Filter	Yes
			Installation	Yes
			TOTAL	
			Deposit	()
	CASH	<input checked="" type="checkbox"/> LEASE	RENTAL	BALANCE
EMS AGREEMENT Office Tech will provide all supplies (except paper and staples), parts and labor required in the operation of copy equipment for the period of one year from the date of installation, and in consideration thereof, the Buyer promises to pay Office Tech as shown below: \$156.85 per Month includes 31,500 B/W pages per Month N/A Color pages per N/A 6003 (.0057) with all pages in excess billed at 7003 (.005) \$8003 (.0047) Black \$ N/A Color Meter: Black Color			EMA AGREEMENT Office Tech agrees to provide service and install parts for the above referenced equipment on the conditions set forth in the Agreement and on the reverse side. \$ per includes B/W pages per Color pages per with all pages in excess billed at \$ Black \$ Color Meter: Black Color	

THIS IS A NON-CANCELABLE CONTRACT

START DATE _____

The undersigned warrants that he/she is duly authorized corporate officer, partner or proprietor of the above-named company, with all necessary authorization to execute this contract.

Prepared By: Frank Wanner
Office Tech Sales Representative
Frank Wanner
Print Name
Office Tech Officer Approval

Accepted By: Monica Thompson
(x) Buyers Signature
Monica Thompson
Print Name
Business Manager
Title

PURCHASER TERMS AND CONDITIONS

Purchaser hereby agrees to the following terms and conditions:

1. This order shall become binding once approved and accepted by Seller at its home office.
2. This order may not be cancelled or altered after acceptance without Seller's consent.
3. Seller shall not be liable for failure to deliver or for delays occasioned by causes beyond Seller's control, including without limitation, acts of God or natural disasters, strikes; non-delivery or delays by shippers, carriers or others; accidents; or government act.
4. Seller shall not be liable for any special, indirect or consequential damages nor shall Seller be liable in any event for more than the Seller's invoice price of any equipment of supplies. Each shipment of this order is considered an individual transaction.
5. This is a binding contract, and not for sale on approval or trial basis.
6. All rights, title or interest to the equipment or supplies described herein shall remain the property of Office Technologies Inc (or its Leasing Agent) until paid in full.
7. All invoices are due and payable upon receipt and Buyer agrees to pay interest at a rate of 1.5% per month of any amounts not paid within 10 days of invoice date.
8. Buyer shall pay all of Office Technologies Inc' costs in the collection of any amount due hereunder, in the recovery of any property pursuant hereto or in the enforcement of its rights against Buyer, including reasonable attorney's fees, whether or not suit is brought.

EMS (EQUIPMENT MAINTENANCE & SUPPLIES) AGREEMENT TERMS AND CONDITIONS

1. Renewal: Buyer shall have the right to renew this agreement for four successive periods of one year from original date of installation or to terminate same without penalty on the anniversary date hereof. Office Technologies Inc shall advise the Buyer by a renewal invoice on the anniversary date hereof of any changes in the rates, terms, or conditions of the agreement, if any, and unless Buyer cancels in writing by said anniversary date then this agreement shall be renewed for a 12 month period on said terms. Thereafter, Office Technologies Inc will extend this agreement for three additional successive one year periods provided that the Buyer allows at Office Technologies Inc' sole discretion an in-shop reconditioning of the equipment and pays for the cost thereof at the end of the fifth year of this agreement. Office Technologies Inc warrants that the cost of reconditioning shall not exceed 20% of the manufacturer's suggested list of a then new similar copy machine; PROVIDED, HOWEVER, that Office Technologies Inc shall have the option of substituting a reconditioned machine of similar make and model for the equipment.
2. Cancellation: In addition to the rights of termination contained in paragraph (1) Buyer shall have the right to cancel this agreement upon 30 days written notice and payment in full of the liquidated damages charges set forth in paragraph (3). In addition to its rights of termination provided for elsewhere in this agreement, Office Technologies Inc may cancel this agreement upon 10 days written notice if Buyer fails to pay any amounts due Office Technologies Inc according to this agreement or if equipment is rendered unserviceable by Office Technologies Inc.
3. Liquidated Damages: In the event of Buyers' default or upon his/her election and the subsequent cancellation of this agreement, Buyer promises to pay Office Technologies Inc the following amounts as reasonable liquidated damages (and not as a penalty) for breach hereof:
 - a. During the first six months of any annual period six minimum EMS charges.
 - b. At any time thereafter three times Buyer's average monthly EMS charge.
4. Default: If Buyer shall default in the performance of any obligation hereunder, and such default remains incurred after seven days' notice thereto, Office Technologies Inc may cancel this agreement upon seven days' written notice and charge Buyer according to the formula contained in paragraph (3) above and for the reasonable value of unconsumed parts and supplies not returned to Office Technologies Inc. After such notice of cancellation, Office Technologies Inc shall have no further obligation to perform pursuant to this agreement.
5. Buyer agrees not to relocate the equipment subject to the EMS portion of this contract outside of Office Technologies Inc's servicing area and in the event of such relocation Buyer agrees that this contract shall be deemed terminated by Buyer and Buyer agrees to pay liquidated damages upon such termination in accordance with the formula set forth in paragraph (3) and for unconsumed parts and supplies as set forth in paragraph (4).
6. Disclaimer: Office Technologies Inc expressly disclaims any duty as an insurer of the Equipment herein and Buyer shall pay for all the costs of repair and parts or replacement of the equipment made necessary by any casualty, theft, or the negligent act of Buyer or Buyer's agents, specifically including abuse or misuse of the equipment, had service conducted by personnel other than those of Office Technologies Inc or uses of supplies or parts other than those provided by Office Technologies Inc.
7. Retained Title: Title to all supplies furnished hereunder, including consumable parts such as drums, remains with Office Technologies Inc until said supplies are consumed or the extent they may not be further utilized in the copy making process.
8. Assignment: No assignment of any rights hereunder shall be valid as to Office Technologies Inc unless consented to in writing in advance by same.
9. Complete Agreement: Buyer specifically agrees that NO OTHER representations, constitutions or warranties other than those set specifically in writing herein have been made or have been relied on in the making of this agreement.
10. This agreement does not include: purchase, delivery or installation charges of the equipment, optional accessories (specifically including the installation, repair or service thereof) in shop reconditioning or major modifications to the equipment, or mileage on service calls for customers outside of Office Technologies Inc' servicing area.
11. If Office Technologies Inc does not receive the current month's copy count, the current EMS charges will be an average of the prior three months EMS charges.
12. Buyer shall pay all of Office Technologies Inc' costs in the collection of any amount due hereunder, in the recovery of any property pursuant hereto or in the enforcement of its rights against Buyer, including reasonable attorney's fees, whether or not suit is brought. Buyer agrees that proper venue of any action at law or in equity by Office Technologies Inc to enforce its rights hereunder may be brought in a court of competent jurisdiction in Medford, Jackson County, Oregon.
13. Warranty: Seller shall make available a manufacturer 90-day warranty from the date hereof that the products sold hereunder are free from material defect or workmanship and liability of Seller hereunder is expressly limited to the repair of the parts or products which may be defective. Except as set forth above, Seller disclaims any other warranties, including any warranty of fitness for purpose. In any event, Seller shall not be liable for any special or consequential damages arising out of any breach hereof.

OFFICE TECHNOLOGIES INC SHALL:

1. Train customer personnel in the use of Equipment at reasonable times.
2. Perform maintenance cleaning and make inspections, adjustments and repairs, and replace defective parts without additional charge to customer.
3. Furnish all supplies included on reverse side of contract to be delivered at accepted intervals in quantities as usage history dictates as determined by Office Technologies Inc and additional deliveries as required.
4. Have the right to increase the EMS rate at the beginning of each renewal term.
5. Furnish emergency service calls as reasonably requested during normal working hours (8:00 a.m. to 5:00 p.m. daily) excluding Saturdays, Sundays and holidays.

BUYER SHALL:

1. Promptly notify Office Technologies Inc of any problem or malfunction with the Equipment and cease usage until correction of same.
2. Use all supplies only for copy making purposes in the Equipment.
3. Allow Office Technologies Inc access to clean, inspect, or repair the Equipment at any time during reasonable business hours.
4. Provide Office Technologies Inc true and accurate copy counters readings in any manner requested by it
5. Provide suitable electrical service and maintain proper environment requirements.
6. Pay all invoices within 30 days or be subject to a 1.5% monthly service charge on any unpaid balance.

EMA (EQUIPMENT MAINTENANCE) AGREEMENT

1. The initial term of this Agreement shall be for a period beginning on the date shown on the reverse side hereof and shall be automatically renewed for additional periods of life duration unless written notice of termination is received by either party at least (30) days prior to the initial term of this Agreement or any renewal term thereof. This Agreement shall not be assigned by Customer without Dealer's prior written consent. Dealer shall have the right to cancel this Agreement if any item of Equipment is sold to a third party without such consent.
2. The minimum annual maintenance charge provided for in this Agreement shall be due and payable in advance upon receipt of an invoice thereof. The charges for excess copies shall be due and payable promptly upon receipt of an invoice therefor.
3. All routine preventative maintenance and emergency service necessary to keep the Equipment in efficient operating order will be performed by Dealer during its regular business hours (8:00 a.m. to 5:00 p.m. Monday through Friday, except holidays) at no cost to Customer, provided that the Equipment is in good working order on the date of commencement of this Agreement and provided, further, that such services shall not include the following:
 - (a) replacement of the Copier Drum or supplies such as paper, toner, developer, starter, fuser oil and drum cleaning blades. Drum included for Full Coverage Agreement only.
 - (b) repairs resulting from causes other than normal use; Customer's willful act; negligence or misuse (including without limitation, damage to Copier Drums and use of supplies or spare parts for which do not meet manufacturer's published specifications and which cause abnormally frequent service calls or service problems); accident; transportation; failure of electrical power; air conditioning or humidity control; acts of God.
 - (c) repairs made necessary by service performed by personnel other than those of Dealer.
 - (d) work which Customer requests to be performed by personnel outside regular business hours; or
 - (e) shop reconditioning or modification to the Equipment except those specified by Dealer's Technical Service Department to assure greater performance of the Equipment.
 All of the foregoing shall be invoiced in accordance with Dealer's established per call rates and terms then in effect. When in Dealer's opinion, Equipment because of advanced age or usage in excess of the norm cannot be maintained in good working order through Dealer's routine preventative maintenance service, or if work beyond the scope of this Agreement is required, it shall submit to Customer's cost estimate of such work. If Customer refuses to authorize the same, Dealer shall the right on ten (10) days written notice to Customer, to terminate service under this Agreement as to any or all items of Equipment, in which event charges will be prorated and Dealer will refund the unearned portion of any amount prepaid hereunder. Dealer shall have the right to substitute Equipment at any time during the term hereof, and removed parts replaced by Dealer shall become property of Dealer. Dealer shall have full free access to the Equipment to provide service thereon, and Customer shall advise Dealer of the names of its employees who shall act as "key operators" with responsibility for performing basic operator maintenance as described and instructed by Dealer.
4. Dealer's obligations and warranties under this agreement are in lieu of (A) all other warranties, express or implied, including implied warranties of merchantability and fitness for a particular purpose and (B) all other obligations or liabilities for damages including, but not limited to personal injury or property damage unless caused by Dealer's negligence, loss of profit or other consequential damages arising out of or in connection with this Agreement or the maintenance service performed hereunder. Nor shall Dealer be responsible for delays or inability to service caused directly or indirectly by strikes, accidents, climate conditions, or other reason of a similar nature beyond its control. This Agreement constitutes the entire agreement between the parties with respect to the furnishing of maintenance service, superseding all previous proposals, oral or written. No representation or statement not contained herein shall be binding upon Dealer as a warranty or otherwise nor shall this Agreement be modified or amended unless in writing and signed by Dealer's General Manager. Any suit between the parties relating to this Agreement, other than for payment of the maintenance fees due hereunder, shall be commenced, if at all, within one (1) year of the date that it accrues.

LESSEE LEGAL NAME: **Tulelake Basin Joint Unified School District** Telephone No: **539.667.2295**Billing Address: **PO Box 640 Tulelake, CA 96134** Equipment Location (If other than Billing Address): **See Schedule A**

EQUIPMENT DESCRIPTION: (indicate quantity, new or used and include make, model, serial # and all attachments – see below and/or attached Schedule A)

(1) Kyocera TA6003i, (2) Kyocera TA7003i, (1) Kyocera TA8003i

BASE TERM IN MONTHS	TOTAL NUMBER OF LEASE PAYMENTS	END OF LEASE PURCHASE OPTION	
60	60 @ \$814.02 (plus taxes) followed by @ \$ (plus taxes)	x Fair market value, plus taxes 10% of Equipment cost, plus taxes \$1.00, plus taxes (FMV unless another option is selected. You may not exercise a purchase option if you are in default. If you exercise a purchase option we will convey all of our right, title and interest in such Equipment to you on an AS-IS WHERE IS without warranty.)	(a) Advance Payment: \$ 0 (b) Security Deposit: \$ 0 (c) Documentation Fee: \$95 Total due a + b + c =: \$ 95.00

**If more than one lease payment is required as an Advance Payment, the balance will be applied to lease payments in inverse order, starting with the last lease payment. Your obligation to pay all amounts and perform all other obligations is non-cancellable, absolute, unconditional and not subject to abatement, set-off or defense.

In this agreement ("Lease"), "we," "our," and "us" refers to LEAF Capital Funding, LLC as Lessor and "you" and "your" refer to the Lessee. You agree to lease the Equipment upon the following terms and conditions:

1. LEASE PAYMENTS AND TERM: The Lease is enforceable on you upon your execution. The term of the Lease shall commence on the date the Equipment is delivered to you ("Lease Commencement Date"). The first Lease Payment shall be due on the date we specify in the month following the Lease Commencement Date as set forth in our invoice, and the remaining Lease Payments will be due on the same day of each subsequent month (each, a "Payment Date") until paid in full. The Base Term shall commence on the date one month prior to the first Payment Date. We may charge you a portion of one Lease Payment for the period from the Lease Commencement Date until the first day of the Base Term ("Interim Rent"). The Interim Rent shall be due as invoiced. We may adjust the Lease Payments up to 15% if the actual costs are different than the estimate used to calculate the Lease Payments.

2. DELIVERY, ACCEPTANCE, USE AND REPAIR: You are responsible for Equipment delivery and installation. You unconditionally accept the Equipment upon the earlier of (a) your oral or written acceptance of the Equipment, or (b) 10 days after delivery of the Equipment. You authorize us to fill in the Lease Commencement Date, serial numbers and other information. You will not move the Equipment from the above location without our written consent and are responsible for maintaining the Equipment in good repair. We are not responsible for Equipment or vendor failures.

3. INDEMNIFICATION: You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits, including attorneys' fees and expenses related to the ordering, manufacture, installation, ownership, condition, use, lease, possession, delivery or return of Equipment.

4. LEASE EXPIRATION, RENEWAL: Unless you notify us at least 90 days prior to the expiration of the Lease of your election to return or purchase the Equipment, this Lease will renew on a month-to-month basis at the same monthly Lease Payment until you either exercise the purchase option or provide us with at least 90 days notice and return the Equipment. If you return the Equipment, (i) it must be to the location we designate and you are responsible for all return costs and we may charge a Restocking Fee equal to one Lease Payment, and (ii) you must securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling. If you exercise a purchase option we will convey all of our interest in such Equipment to you on an AS-IS WHERE IS basis without representation or warranty.

5. LATE FEES AND CHARGES: If any amount is not paid within three (3) days of when due, you agree to pay us a late charge equal to the lesser of 10% of the amount past due or the maximum legal amount. Amounts which are not paid within 30 days of when due shall accrue interest at 1.5% per month (or if less, the maximum legal rate) until paid. You agree to pay \$25 for each pay by phone and \$35 for each returned payment.

6. NO WARRANTY: We do not manufacture the Equipment and you have selected the Equipment and the supplier. WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.

7. INSURANCE, RISK OF LOSS: You bear all risk of loss or damage to the Equipment from its order until it is returned in the required condition or purchased by you ("Risk Period"). During the Risk Period you will maintain property and liability insurance on the Equipment acceptable to us, naming us loss payee and additional insured. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to

cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of it and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

8. OWNERSHIP AND TAXES: We own the Equipment (excluding licensed software). If you are deemed to own it, you grant us a security interest in the Equipment. You authorize us to file UCC financing statements to confirm our interest. You will pay, when due, all taxes, fines and penalties relating to the purchase, use, leasing and/or ownership of the Equipment. If we pay any taxes (including property tax), fees or penalties on your behalf, you will pay us the amount we paid plus an administrative fee. You agree to pay us the documentation fee specified above or if not so specified, the greater of either \$125 or 0.5% of the Equipment cost. If we require an Equipment site inspection, or you request administrative services, you agree to reimburse our costs.

9. DEFAULT: If you or any guarantor do not pay us any amount within ten (10) days of its due date, or breach any terms of this Lease, any guaranty or any license relating to the Equipment, you will be in default. If you default, we may require you to do any combination of the following: (a) immediately pay all amounts then due, plus the present value of the remaining Lease Payments, Interim Rent and residual value of the Equipment, as determined by us, discounted at an annual rate of 3%; (b) return all of the Equipment; (c) allow us to repossess the Equipment; or (d) use any and all remedies available to us under applicable law. If you default, you agree to pay the cost of repossession and our attorney's fees and costs. In addition to all other charges and as reimbursement for expenses incurred and not as a penalty, we may require you to reimburse us for the phone calls, letters, and any additional expense incurred in the collection or servicing of this Lease for you. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law, 10 days' notice shall constitute reasonable notice. You remain responsible for any amounts that are due after we have applied such net proceeds. We may apply any security deposits to your obligations and if you do not default, the balance will be refunded without interest.

10. ASSIGNMENT: You have no right to sell or assign the Equipment or Lease. We may sell or assign our rights in the Lease and/or Equipment and the new owner will have all our rights but will not be subject to any claim or defense you have against us.

11. ARTICLE 2A: You agree this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code. You waive all rights and remedies conferred upon a lessee by Article 2A (508-522) of the UCC. You have received a copy of the Supply Contract or been informed of the identity of the Supplier and you may have rights under the Supply Contract and may contact the Supplier for a description of those rights.

12. CREDIT INFORMATION: You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquiries that we deem necessary.

13. CHOICE OF LAW: THIS LEASE WILL BE GOVERNED BY PENNSYLVANIA LAW. YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS IN PENNSYLVANIA AND WAIVE ANY RIGHT TO A TRIAL BY JURY.

14. MISCELLANEOUS: This Lease is the parties' entire agreement and can be amended only in writing signed by both parties. This Lease may be executed in counterparts (manually or by electronic means) and, when transmitted to us shall be binding upon you for all purposes. This Lease is not binding on us until we sign it. You agree not to raise as a defense to the enforcement of this Lease that it was executed or transmitted to us by electronic means. You will use the Equipment only for business purposes and not for personal, family or household use. The USA PATRIOT Act requires us to obtain, verify, and record information that identifies you thus we ask for your name, address and other information or documents that substantiate your identity.

ACCEPTED BY LESSEE:

(x) 
Lessee Authorized Signature

Print Name: **Monica Thompson**Title: **Business Manager**E-Mail Address: **mthompson@tbjUSD.org**Date: **12/9/2020**Tax ID Number: **01-0560269**

PERSONAL GUARANTY: Undersigned guarantees that Lessee will make all payments and perform all other obligations under the Lease when due. Undersigned agrees that this is a guaranty of payment and not of collection, and that we can proceed directly against undersigned without first proceeding against Lessee or the Equipment. Undersigned also waives all suretyship defenses and notification if the Lessee is in default and consents to any extensions or modifications granted to Lessee. Undersigned will pay us all expenses (including attorneys' fees) we incur in enforcing our rights against undersigned or Lessee. If more than one person signs this guaranty, each agrees that his/her liability is joint and several. Undersigned authorizes us and our affiliates to obtain credit bureau reports and make inquiries regarding undersigned's personal credit. You consent to jurisdiction in the State or Federal courts in Pennsylvania and expressly waive any right to a trial by jury.

SIGNED X

Print Name:

E-Mail Address:

Accepted by:

Title:

Date:

LEAF CAPITAL FUNDING LLC Rv

LEAF 01 2-7-2019

DISCUSSION ITEM