

ORCUTT UNION SCHOOL DISTRICT
Regular Meeting of the Board of Trustees
Wednesday, March 14, 2018
Closed Session – 6:45 P.M.
Public Session – 7:15 P.M.
District Office Board Room
500 Dyer Street, Orcutt, CA 93455

CALL TO ORDER 6:45 P.M.

A. Pledge of Allegiance

CLOSED SESSION PUBLIC COMMENTS

This section of the agenda is intended for members of the public to address the Board of Trustees on items that are being considered in Closed Session.

ADJOURN TO CLOSED SESSION

Adjourn to Closed Session for the purpose of discussing matters expressly authorized by Government Code Section 3549.1, 54956.95, 54957, and 54957.6.

1. Public Employment per Personnel Report.
2. Public Employee Employment/Discipline/Dismissal/Release.
3. Conference with labor negotiator Dr. Deborah Blow, Superintendent and/or Susan Salucci
 - a. OEA
 - b. CSEA
4. Conference with labor negotiators for unrepresented employees:
 - a. Certificated and Classified Management, and Confidential.
Agency representative – Superintendent.
 - b. Superintendent. Agency representative – Board of Trustees
5. Student disciplinary/expulsion matters.

RECONVENE TO PUBLIC SESSION 7:15 P.M.

B. Public Report on Action Taken in Closed Session

C. Adoption of March 14, 2018 Agenda

Moved _____ Second _____ Vote _____

PUBLIC COMMENT ANNOUNCEMENT

The Board of Trustees welcomes comments about items appearing or not appearing on tonight's agenda. The audience members wishing to address the Board during the Public Comment segment of the agenda are reminded to fill out a *Public Comment Form* from the Superintendent's secretary and submit it prior to the time the presiding officer calls for Public Comment.

A maximum of thirty (30) minutes is set aside for Public Comment; speakers are allowed a maximum of three (3) minutes to address the Board on any items within the Board's jurisdiction in accordance with the Brown Act. The Board will limit any response to public comments to brief statements, referral to staff, or referral to a future board meeting.

D. Superintendent's Report

An opportunity for the Superintendent to share matters of special interest or importance which are not on the board agenda and/or special presentations of district programs or activities such as curriculum/instructional updates, timely events/information, and district activities.

1. OCAF Report
2. Alice Shaw – School Presentation

E. Public Comment

An opportunity for the public to provide input to the Board of Trustees. Those wishing to speak about a specific agenda item may do so during the Public Comment segment or when the item is being considered. Any request to speak must be submitted on a *Request for Public Comment Form* which can be obtained from the Superintendent’s secretary and submitted prior to the presiding officer addressing the item. If you choose to speak when an item is before the Board, your name will be called prior to Board consideration. An item not on the agenda must be addressed during the Public Comment segment of the agenda.

G. Written Communication

Documents addressed to or by board members as communications during a Board of Education meeting are defined as letters from parents or community members regarding issues within the jurisdiction of authority of the Board of Education; information or reports from professional organizations, i.e., CSBA, SBCSBA, etc.; letters or reports from other public agencies; letters or reports from legislators; or letters or reports from district schools or staff.

CONSENT AGENDA ITEMS

Actions proposed for Consent Agenda (block vote) items are consistent with approved practices of the district and are deemed routine in nature. Since trustees receive board agenda backup information in advance of scheduled meetings, they are prepared to vote with knowledge on the block vote items. Consent Agenda items are voted on at one time, although any such item can be considered separately at a board member’s request.

- A. Classified Personnel Action Report
- B. Certificated Personnel Action Report
- C. Approval of Warrants
- D. Minutes, Regular Meeting, February 14, 2018
- E. Board Policy 1312.3 Uniform Complaint Procedures, for second reading
- F. Board Policy 5113.1, Chronic Absence and Truancy, for second reading
- G. Board Policy 5117, Interdistrict Attendance, for second reading
- H. Board Policy 5144.1, Suspension and Expulsion/Due Process, for second reading
- I. Board Policy 5144, Discipline, for second reading
- J. Board Policy 6146.1, High School Graduation Requirements, for second reading
- K. Board Policy 6153, School Sponsored Trips
- L. Board Policy 6170.1, Transitional Kindergarten

It is recommended that the Board of Trustees approve Consent Agenda Items A through L as submitted.

Moved _____

Second _____

Vote _____

ITEMS SCHEDULED FOR ACTION

A. GENERAL

1. Acceptance of Gift

Alice Shaw Elementary received a donation of \$621.66 from Orchard Supply Hardware. The funds may be used for any school project.

It is recommended that the Board of Trustees accept this gift and request that a letter of acceptance and appreciation be forwarded to Orchard Supply Hardware.

Moved _____

Second _____

Vote _____

2. Orcutt Junior High School, Disney Resort YES Trip

Staff recommends that the Board of Trustees approve the Disney Resort YES trip, April 20 -21, 2018, as submitted.

Moved _____ Second _____ Vote _____

3. CSBA Delegate Assembly Election

There is currently one vacancy for SUBREGION 11-1 (Santa Barbara County). Jack C. Garvin, Santa Maria Joint Union High School District Trustee is the incumbent candidate running for the 2018 election. The Board may submit their vote for Mr. Jack C. Garvin or designate a write-in candidate.

Moved _____ Second _____ Vote _____

B. BUSINESS SERVICES

1. Resolution #12 RESOLUTION OF THE BOARD OF TRUSTEES OF THE ORCUTT UNION SCHOOL DISTRICT, SANTA BARBARA COUNTY, CALIFORNIA, AUTHORIZING THE ISSUANCE OF ORCUTT UNION SCHOOL DISTRICT (SANTA BARBARA COUNTY, CALIFORNIA) ELECTION OF 2016 GENERAL OBLIGATION BONDS SERIES A, AND ACTIONS RELATED THERETO

It is recommended that the Board of Trustees approve Resolution #12 RESOLUTION OF THE BOARD OF TRUSTEES OF THE ORCUTT UNION SCHOOL DISTRICT, SANTA BARBARA COUNTY, CALIFORNIA, AUTHORIZING THE ISSUANCE OF ORCUTT UNION SCHOOL DISTRICT (SANTA BARBARA COUNTY, CALIFORNIA) ELECTION OF 2016 GENERAL OBLIGATION BONDS SERIES A, AND ACTIONS RELATED THERETO as submitted.

Moved _____ Second _____ Vote _____

2. AB1200 Public Disclosure of proposed Collective Bargaining Agreement – Orcutt Educators Association

It is recommended that the Board of Trustees approve the AB1200 Disclosure of Proposed Collective Bargaining Agreement, Orcutt Educators Association, as submitted.

Moved _____ Second _____ Vote _____

3. OUSD Second Interim Report 2017/2018

It is recommended that the Board of Trustees approve the 2017/18 Second Interim Report as presented and authorize the filing of a “positive” certification with the Santa Barbara County Office of Education. A copy of the Second Interim Report 2017/2018 is available for review at the District Office, 500 Dyer Street between the hours of 7:30 a.m. – 4:30 p.m. M-F.

Moved _____ Second _____ Vote _____

4. Campus Connection Fee Increase

It is recommended that the Board of Trustees approve the Campus Connection Fee Increase, as submitted.

Moved _____ Second _____ Vote _____

5. Other Post-Employment Benefits Valuation Contract (GASB 45 AND GASB 74/75)

It is recommended that the Board of Trustees approve the continuation of Other Post-Employment Benefits Valuation Contract (GASB 45) and GASB 74/75 as submitted.

Moved _____ Second _____ Vote _____

6. Child Nutrition Spend Down Plan (Fund 13)

It is recommended that the Board of Trustees approve the Child Nutrition Spend Down Plan (Fund 13) as submitted.

Moved _____ Second _____ Vote _____

C. EDUCATIONAL SERVICES

1. Board Policy 6145.5, Student Organizations and Equal Access

It is recommended that the Board of Trustees adopt Board Policy 6145.5, Student Organizations and Equal Access, for first reading and that it is placed on the next Consent Agenda for second reading.

Moved _____ Second _____ Vote _____

2. Board Policy 6174, Education for English Language Learners

It is recommended that the Board of Trustees adopt Board Policy 6174, Education for English Language Learners, for first reading and that it is placed on the next Consent Agenda for second reading.

Moved _____ Second _____ Vote _____

3. Safe School Plans

It is recommended that the Board of Trustees approve the Safe School Plan for nine school sites as presented. The Safe School Plans are available for review at the District Office, 500 Dyer St., Orcutt, CA M-F 7:30am – 4:30pm

Moved _____ Second _____ Vote _____

D. HUMAN RESOURCES

1. Ratification of Agreement with Orcutt Educators Association (OEA)

It is recommended that the Board of Trustees ratify the negotiated agreement with the Orcutt Educators Association (OEA) and approve the corresponding pay schedule effective July 1, 2017.

Moved _____ Second _____ Vote _____

2. 2018-2019, 2019-2020 School Calendars

It is recommended that the Board of Trustees approve the 2018-2019 and 2019-2020 School Calendars as submitted.

Moved _____ Second _____ Vote _____

3. Board Policy 4030, Nondiscrimination In Employment

It is recommended that the Board of Trustees adopt Board Policy 4030, Nondiscrimination In Employment, for first reading and that it is placed on the next Consent Agenda for second reading.

Moved _____ Second _____ Vote _____

4. Board Policy 4119.11, Sexual Harassment

It is recommended that the Board of Trustees adopt Board Policy 4119.11, Sexual Harassment, for first reading and that it is placed on the next Consent Agenda for second reading.

Moved _____ Second _____ Vote _____

D. TECHNOLOGY

1. E-Rate RFO for Wireless Access Points and UPS Systems

It is recommended that the Board of Trustees authorize the participation in the E-Rate Program for Wireless Access Points and UPS Systems and that the project be contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate, as submitted.

Moved _____ Second _____ Vote _____

ITEMS SCHEDULED FOR INFORMATION/DISCUSSION

1. Items from the Board

GENERAL ANNOUNCEMENTS

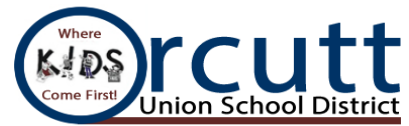
Unless otherwise noticed, the next regular board meeting is scheduled for Wednesday, April 11, 2018, beginning with Closed Session beginning at 6:45 p.m., Public Session at 7:15 p.m. in the District Office Board Room, 500 Dyer Street, Orcutt, CA.

ADJOURN

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Superintendent's Office at (805) 938-8907. Notification 48 hours prior to the meeting will enable the district to make reasonable arrangements to ensure accessibility to this meeting.

All documents related to the open session agenda are available for review 72 hours prior to the meeting at the Orcutt Union School District Office, 500 Dyer Street, Orcutt, CA.

March 14, 2018



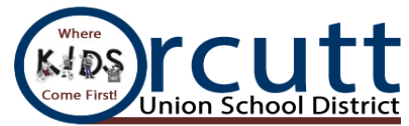
TO: Deborah Blow, Ed.D.

SUBMITTED BY: Susan Salucci, Assistant Superintendent/Human Resources

SUBJECT: Recommendations for Board Approval

Name	Site/Dept.	Classification	Step/ Range	Hours	Rate of Pay	Effective	Action/Information
Aguilera, Frederick	Grounds	Grounds Maintenance Worker II	22/6	8.0	\$175.00 per month	3/1/2018	Longevity increment – 20 years
Amenta, Mary Beth	District	Child Nutrition Cashier, Substitute	7/6		\$16.39 per hour	3/6/2018	Substitute
Andersen, Darci	Orcutt	Instructional Assistant I	11/1	3.75	\$14.17 per hour	2/20/2018	Resignation
Andersen, Darci	District	Instructional Assistant I & II Substitute	11 & 12		\$13.36 & \$13.69 per hour	3/2/2018	Substitute
Anderson, Jerid	Patterson	Office Assistant	14/4	6.0	\$17.67 per hour	2/20/2018	Resignation
Applebay, Thomas	Technology	Technology Application Specialist	27/2	8	\$3,843 per month	2/1/2018	Reclassification/Promotion
Atanasov, Richard	District	Office Assistant Substitute	14/6		\$19.48 per hour	10/09/2017	Substitute
Atanasov, Richard	District	Office Assistant Substitute	14/3		\$16.83 per hour	1/8/2018	Substitute
Bacon, Joanna	District	Noon Duty Supervisor, Substitute	6/3		\$13.81 per hour	3/5/2018	Substitute
Barajas, Julissa	Lakeview Jr. High	Child Nutrition Worker	7/1	1.5	\$12.84 per hour	3/5/2018	Permanent/Probationary
Cheney, Stevie	Patterson	Instructional Assistant II	12/2	3.5	\$15.25 per hour	3/2/2018	Resignation
Connolly, Lydia	Child Nutrition	Child Nutrition Clerk	12/6	5.5	\$18.53 per hour	2/13/2018	Resignation
Connolly, Lydia	Dunlap	Child Nutrition Cashier	7/6	2.0	\$16.39 per hour	3/7/2018	Permanent/Probationary
Day, Michelle	Alice Shaw	Instructional Assistant I	11/6	3.5	\$1,000 per year - prorated	2/1/2018	Educational Stipend – Bachelor's
Dixon, Lupe	Olga Reed	ASES Homework Coach	8/6	3.92	\$150.00 per month	3/1/2018	Longevity increment – 15 years
Gallet, Jane	Patterson	Instructional Assistant I	11/6	3.5	2.5% of salary	2/5/2018	Special needs stipend
Grinder, Barbara	Orcutt	Instructional Assistant I	11/6	3.5	\$150.00 per month	3/1/2018	Longevity increment – 15 years
Herrera, Samantha	Orcutt	Instructional Assistant I	11/1	3.75	\$14.17 per hour	2/28/2018	Permanent/Probationary

March 14, 2018



TO: Deborah Blow, Ed.D.

SUBMITTED BY: Susan Salucci, Assistant Superintendent/Human Resources

SUBJECT: Recommendations for Board Approval

Name	Site/Dept.	Classification	Step/ Range	Hours	Rate of Pay	Effective	Action/Information
Inboden, Tricia	Nightingale	Child Nutrition Cashier	7/6	3.75	\$16.39 per hour	3/5/2018	Change sites/Increase in hours
Klug, Tracie	Patterson	Instructional Assistant I	11/1	3.5	\$14.17 per hour	2/27/2018	Permanent/Probationary
Klug, Tracie	Patterson	Instructional Assistant I	11/1	3.5	2.5% of salary	2/27/2018	Special needs stipend
Lewis, Robin	Pine Grove	Instructional Assistant I	11/5	3.5	\$17.22 per hour	3/6/2018	Promotion
Lewton, Amy	District Office	Accounting Technician	22/5	8.0	\$125.00 per month	3/1/2018	Longevity increment – 10 years
Mariscal, Maria	Patterson	Instructional Assistant I	11/3	3.5	2.5% of salary	2/5/2018	Special needs stipend
Marquez, Karina	Patterson	Instructional Assistant I	11/3	3.5	2.5% of salary	2/5/2018	Special needs stipend
Marquez, Karina	Patterson	Instructional Assistant I	11/3	3.5	\$15.62 per hour	3/2/2018	Resignation
Newhall, Nancy	District	Instructional Assistant I & II substitute	11 or 12		\$18.09 & \$18.53 per hour	2/27/2018	Substitute
Newman, Iliia	Nightingale Campus Connection	Child Care Assistant	6/6	3.75	\$125.00 per month	3/1/2018	Longevity increment – 10 years
Parker, Jolene	Dunlap	Instructional Assistant I	11/6	3.5	\$18.09 per hour	3/1 – 3/31/2018	Unpaid leave
Perea, Nancy	Pine Grove Campus Connection	Child Care Assistant Substitute	6/1		\$12.53 per hour	2/28/2018	Substitute
Ramos, Irene	District	Community Liaison	14/1	6.0	\$15.26 per hour	3/7/2018	Permanent/Probationary
Weddle, Lois	Instructional Media Center	Administrative Assistant	30/6	8	\$28.90 per hour	6/30/2018	Retirement
Weddle, Rosemary	District	Office Assistant Substitute	14		\$14.38 per hour	2/22/2018	Substitute
Wright, Terry	Patterson	Office Assistant	14/4	6.0	\$17.67 per hour	2/21/2018	Promotion

ORCUTT UNION SCHOOL DISTRICT

Certificated Personnel Action Report

TO: Dr. Deborah Blow
District Superintendent

FROM: Susan Salucci
Assistant Superintendent of Human Resources

DATE: Board Meeting of March 14, 2018

RE: ***RECOMMENDATIONS FOR APPROVAL AND RATIFICATION***

<i>NAME</i>	<i>SCHOOL</i>	<i>CLASS/STEP</i>	<i>SALARY</i>	<i>EFFECTIVE DATE</i>	<i>ACTION INFORMATION</i>
Alberry, Benjamin	District	IV-3	\$54,065	2018-19	Tenure
Alnas, Rachel	Orcutt	Hourly	\$25	1/10-1/24/18	ELD, 11 hrs
Beach, Tammy	Dunlap	VI-6	\$65,491	6/13/18	Resignation
Blanchard, Kimberly	Nightingale	Hourly	\$25	1/10/18	ELD, 2 hrs
Brannon, Erica	Dunlap	IV-3	\$54,065	2018-19	Tenure
Brickey, Patrick	Lakeview	Hourly	\$25	1/8-1/30/18	After School Computer Lab, 5 hrs
Brown, Matthew	Nightingale	I-2	\$45,536*	2018-19	Prob 2
Camacho, Diane	Nightingale	Hourly	\$25	1/10-1/25/18	ELD, 7 hrs
Canby, Erin	Shaw	Hourly	\$25	12/6/17 1/10/18	Correction for Overpayment, 4 hrs Intervention, 1 hr
Carmichael, Christina	Olga Reed	V-2	\$54,786	2018-19	Prob 2
Carter, Krista	Orcutt	V-7	\$64,625	2018-19	Prob 2
Castillo, Regina	Shaw	Hourly	\$25	1/10/18	ELD, 2 hrs
Chartier, Victoria	Pine Grove	Extra Duty	\$40/hr	1/26/18	SIPPS Training, .75 hr
Chitwood, Melissa	Nightingale	V-4	\$58,525	2018-19	Tenure

*To be prorated

<i>NAME</i>	<i>SCHOOL</i>	<i>CLASS/STEP</i>	<i>SALARY</i>	<i>EFFECTIVE DATE</i>	<i>ACTION INFORMATION</i>
Cleveland, Paul	Lakeview	Extra Duty	\$40/hr	1/1-1/31/18 1/24/18	Sysop Support, 5 hrs HS Articulation, 5 hrs
Coburn, Jocelyn	Nightingale	Extra Duty	\$40/hr	1/10/18	OCAF Music Event, 4 hrs
Cordero, Linda	Olga Reed	Daily	\$300	1/10-1/31/18	Admin Support, 3 days
Cutler, Elizabeth	Lakeview	Extra Duty	\$40/hr	1/10-1/31/18	Intervention, 2 hrs
DelCarmen, Maria	Lakeview	Extra Duty	\$40/hr	1/24/18	HS Articulation, 4 hrs
Ebner, Karen	Lakeview	V-3 Extra Duty	\$56,625 \$40/hr	2018-19 1/24/18	Tenure HS Articulation, 2 hrs
Freckleton, Janet	District	Hourly	\$25	1/29/18	DELAC, 1 hr
Furst, Elaine	Lakeview	Extra Duty	\$40/hr	1/24/18	HS Articulation, 2 hrs
Garza, Linda	Shaw	Daily	\$286.53	2/26-6/13/18	Resource Overage Support, 10 hr wk
Ginter, Emily	Shaw	III-2	\$49,946	2018-19	Prob 2
Groppetti, Andrea	Dunlap	VI-7	\$67,696	2018-19	Prob 2
Harlow, Kayla	Dunlap	Extra Duty	\$40/hr	10/25-10/30/17	CUE Prep, 10 hrs
Hernandez, Selina	Orcutt/ Lakeview	V-3	\$56,625	2018-19	Prob 2
Herrera, Marina	Pine Grove	IV-3	\$54,065	2018-19	Tenure
Hopkins, Tiffany	Shaw	Hourly	\$25	1/10/18	ELD, 3 hrs
Hughes, Michelle	District	Hourly	\$25	1/17/18 1/30/18	ELPAC, 2 hrs After School Computer Lab, 1 hr Intervention, 4.5 hrs
Jackson, Kacie	Orcutt	Extra Duty	\$40/hr	1/31/18	Sysop, 2.5 hrs
Johnson, Melissa	District	Hourly	\$25	11/15-11/30/17	Dibels, 13.5 hrs
Jones, Kari	Patterson	Hourly	\$25	1/10/18	ELD, 2.5 hrs
Kirby, Jeff	Orcutt	Extra Duty	\$40/hr	12/5-1/23/18	HS Articulation, 5 hrs
Krausse, Sheila	District	Hourly	\$25	10/31-1/17/18	CELDT, 11.5 hrs
Laflin, Debra	Olga Reed	Extra Duty	\$50/ea	1/17-1/25/18	JH Sports Supervisor, 3 games

*To be prorated

<i>NAME</i>	<i>SCHOOL</i>	<i>CLASS/STEP</i>	<i>SALARY</i>	<i>EFFECTIVE DATE</i>	<i>ACTION INFORMATION</i>
Langley, Cassidy	Pine Grove	VI-5 Extra Duty	\$63,363 \$40/hr	2018-19 1/26/18	Completed MA/yrs of service for column movement SIPPS Training, .75 hr
Lara, Nichol	Pine Grove	Hourly	\$25	1/10/18	ELD, 2.5 hrs
Macdonald, Christa	Shaw	V-3	\$56,625	2018-19	Tenure
Manfredi, Patricia	Lakeview	Extra Duty	\$40/hr	1/9-1/31/18	Intervention, 8 hrs
McGarity, Susan	Pine Grove / Olga Reed	IV-2 Extra Duty	\$52,310 \$40/hr	2018-19 1/8-1/30/18	Prob 2 After School Band, 13 hrs
Millan, Laurie	Shaw	Hourly	\$25	1/10/18	SIPPS, 1 hr
Monahan, Stefanie	Nightingale	V-3	\$56,625	2018-19	Prob 2
Nordwall, Jubilee	Orcutt	V-3	\$56,625	2018-19	Prob 2
Norling, Michaela	Pine Grove	IV-3	\$54,065	2018-19	Tenure
Padilla, Valerie	Shaw	IV-3	\$54,065	2018-19	Tenure
Papworth, Lara	District	Hourly	\$25	1/16-1/17/18	ELPAC, 4.5 hrs
Parker, Jessica	Nightingale	IV-2	\$52,310	2018-19	Prob 1
Parsley, Meghan	Shaw	Hourly	\$25	1/10/18	Intervention, 1 hr
Partida, Kristi	Lakeview	Extra Duty	\$40/hr	1/23/18	HS Articulation, 2.5 hrs
Perez, Cecilia	Patterson	IV-4	\$55,876	2018-19	Tenure
Prachar, Matthew	Dunlap / Shaw	I-3	\$47,061	2018-19	Prob 2
Rapson, David	Orcutt	Extra Duty	\$40/hr	1/24/18	HS Articulation, 2 hrs
Reynolds, Crystal	Orcutt	III-3	\$51,620	2018-19	Tenure
Rianda, Terry	District	Extra Duty	\$40/hr	1/8-1/31/18	Home & Hospital, 17 hrs
Sanders, Gregory	Lakeview	Extra Duty	\$40/hr	1/11/25/18	After School Computer Lab, 3 hrs
Sharp, Augusta	Charter HS/ Orcutt	IV-3	\$54,065	2018-19	Tenure
Smith, April	Lakeview	Hourly	\$25	1/10/18	ELD, 2.5 hrs
Smith, Timothy	Lakeview	IV-3	\$54,065	2018-19	Tenure

*To be prorated

<i>NAME</i>	<i>SCHOOL</i>	<i>CLASS/STEP</i>	<i>SALARY</i>	<i>EFFECTIVE DATE</i>	<i>ACTION INFORMATION</i>
Stapp, Haylee	Nightingale	I-3	\$47,061	2018-19	Prob 2
Sudyka, Tracee	Nightingale	Stipend	\$600*	2017-18	Lead Teacher, 3 rd grade (split)
Sullivan, Katherine	Dunlap	V-4 Extra Duty	\$58,525* \$40/hr	2018-19 1/10/18	Prob 2 OCAF Musical Event, 4 hrs
Swaim, Stefani	Patterson / Nightingale	IV-2	\$52,310	2018-19	Prob 2
Taber, Alena	Orcutt	III-3	\$51,620	2018-19	Tenure
Torbert, Arlene	Patterson	VI-20	\$94,481	6/13/18	Request to participate in Early Retirement Program
Tummolo, Launi	Lakeview	Extra Duty	\$40/hr	1/10-1/31/18	After School Computer Lab, 6 hrs
VanAllen, William	Lakeview	Extra Duty	\$40/hr	1/9-1/30/18	Detention, 7 hrs
Wellard, Amy	District	Hourly	\$140	6/13/18	Release, Long Term Sub Assign
Whitley, Wendy	Patterson	IV-5	\$57,754	2018-19	Prob 1
Widle, Tiffany	Nightingale	Extra Duty	\$40/hr	1/26/18	SIPPS, 3 hrs
Winkelpleck, Lyn	Orcutt	Extra Duty	\$40/hr	1/23-1/30/18 1/9-1/30/18	Homework Club, 3 hrs Detention, 7 hrs
Yamamoto, Alana	Dunlap	V-3	\$56,625	2018-19	Tenure
Zucker, Anna	Orcutt	Extra Duty	\$40/hr	1/3-1/26/18	Intervention, 5 hrs

*To be prorated

Warrants

These materials are not included in this copy of the agenda. The warrants are available for review at the District Office, 500 Dyer Street, Orcutt, CA. Monday-Friday from 7:30 am – 4:30 pm.

This procedure is in compliance with the Public Document Law, Government Code Section Number 6257.

**ORCUTT UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
February 14, 2018**

CALL TO ORDER

A regular meeting of the Board of Trustees of the Orcutt Union School District was held on Wednesday, February 14, 2018, beginning with Dr. Peterson calling Public Session to order at 6:45 p.m. The Pledge of Allegiance was led by Holly Edds. Members Present: Buchanan, Peterson, Hatch, Phillips, and Morinini. Administrators Present: Blow, Edds, and Salucci. Absent: Con and Fell. It was moved by Bob Hatch seconded by Lisa Morinini and carried to adjourn to Closed Session at 6:46 p.m. Ayes: Buchanan, Peterson, Hatch, Phillips and Morinini.

RECONVENE TO PUBLIC SESSION

The meeting reconvened to Public Session at 7:18 p.m. and Dr. Peterson reported that no action was taken in Closed Session. It was moved by Liz Phillips, seconded by Lisa Morinini and carried to adopt the February 14, 2018, agenda as presented. Ayes: Buchanan, Peterson, Hatch, Phillips, and Morinini.

SUPERINTENDENT'S REPORT

Ron Maderas introduced two parents and three students that attended the "Tall Ship at the Santa Barbara Maritime Museum" overnight field trip. The parents and students shared about the great learning experience and thanked the board and Mr. Maderas for the opportunity to participate. Mr. Maderas also played a video from the trip. Dr. Blow gave an OCAF update and reminded the board and administrators that the Gala is Saturday, February 24, 2018. Interviews were conducted for the Executive Director position. The OCAF board will be making their decision on Tuesday, February 20, 2018. Dr. Blow will introduce the new director at the March 14, 2018, board meeting. Lynn Ramos, Tamara Hart, and Julie Kozel did a brief presentation on their STEAM visit to Fallbrook. Dr. Blow, Kirby Fell, and Holly Edds also attended. The teachers thanked the board for the opportunity to witness and experience the benefits of STEAM. They left Fallbrook with some great ideas to share with their school sites.

PUBLIC COMMENT

OEA President Monique Segura submitted a public comment. She thanked the board for the decision to move forward with School Safety in light of the Florida shooting.

CONSENT AGENDA ITEMS

- A. Classified Personnel Action Report
- B. Certificated Personnel Action Report
- C. Approval of Warrants
- D. Minutes Regular Meeting, January 10, 2018
- E. Hiring of Additional Coaches for 2017-18 School Year
- F. Board Policy 5131.6, Alcohol and Other Drugs, for the second reading
- G. Board Policy 5146, Married/Pregnant/Parenting Students, for the second reading
- H. Board Policy 6020, Parent Involvement, for the second reading
- I. Board Policy 6142.93, Science Instruction, for the second reading
- J. Board Policy 6145, Extracurricular and Cocurricular Activities, for the second reading
- K. Board Policy 6145.2, Athletic Competition, for the second reading
- L. Board Policy 6161.1, Selection and Evaluation of Instructional Materials, for the second reading
- M. Board Policy 6173.2, Education of Children of Military Families, for the second reading
- N. Board Policy 6174, Education for English Language Learners, for the second reading

It was moved by Bob Hatch, seconded by Liz Phillips and carried to approve Consent Agenda Items A through N, as submitted. Ayes: Buchanan, Peterson, Hatch, Phillips, and Morinini.

ACTION AGENDA ITEMS

Acceptance of Gifts

It was moved by Liz Phillips, seconded by Lisa Morinini, and carried to approve "The Purple Marble" assembly, (2) \$500 cash donations and a \$300 cash donation and letters of acceptance and appreciation be forwarded to Amanda Whitesides, Santa Ynez Valley Foundation and Care for Our Earth Funds/SBCEO. Ayes: Buchanan, Hatch, Peterson, Phillips, and Morinini.

District Request for Allowance of Attendance Due to Emergency Conditions, Resolution #10

It was moved by Lisa Morinini, seconded by Liz Phillips, and carried to approve the District Request for Allowance of Attendance Due to Emergency Conditions, Resolution #10, as submitted. Ayes: Buchanan, Peterson, Hatch, Phillips, and Morinini.

Early Learning Center (ELC) Request for Allowance of Attendance Due to Emergency Conditions, Resolution #11

It was moved by Lisa Morinini, seconded by Liz Phillips, and carried to approve the Early Learning Center (ELC) Request for Allowance of Attendance Due to Emergency Conditions, Resolution #11, as submitted. Ayes: Buchanan, Peterson, Hatch, Phillips, and Morinini.

Approval of Youth Leagues Facility Use Agreements

It was moved by Rob Buchanan, seconded by Bob Hatch, and carried to approve the Youth Leagues Facility Use Agreements, as submitted. Ayes: Buchanan, Peterson, Hatch, Phillips, and Morinini.

Approval of Indoor Environmental Services (IES) Agreement (Prop 39)

It was moved by Liz Phillips, seconded by Lisa Morinini, and carried to approve the Indoor Environmental Services (IES) Agreement (Prop 39), as submitted. Ayes: Buchanan, Peterson, Hatch, Phillips, and Morinini.

Uniform Complaint Procedures (UCP)

It was moved by Liz Phillips, seconded by Bob Hatch, and carried to approve the Uniform Complaint Procedures (UCP), as submitted. Ayes: Buchanan, Peterson, Hatch, Phillips, and Morinini.

Board Policy 1312.3, Uniform Complaint Procedures

It was moved by Lisa Morinini, seconded by Liz Phillips and carried to approve Board Policy 1312.3, Uniform Complaint Procedures for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Buchanan, Hatch, Peterson, Phillips, and Morinini.

Williams Complaint Procedures

It was moved by Bob Hatch, seconded by Liz Phillips and carried to approve the Williams Complaint Procedures, as submitted. Ayes: Buchanan, Hatch, Peterson, Phillips, and Morinini.

Board Policy 5113.1, Chronic Absence and Truancy

It was moved by Lisa Morinini, seconded by Liz Phillips and carried to approve Board Policy 5113.1, Chronic Absence and Truancy for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Buchanan, Hatch, Peterson, Phillips, and Morinini.

Board Policy 5117, Interdistrict Attendance

It was moved by Liz Phillips, seconded by Bob Hatch and carried to approve Board Policy 5117, Interdistrict Attendance for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Buchanan, Hatch, Peterson, Phillips, and Morinini.

Board Policy 5144.1, Suspension and Expulsion/Due Process

It was moved by Lisa Morinini, seconded by Bob Hatch and carried to approve Board Policy 5144.1, Suspension and Expulsion/Due Process for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Buchanan, Hatch, Peterson, Phillips, and Morinini.

Board Policy 5144, Discipline

It was moved by Liz Phillips, seconded by Bob Hatch and carried to approve Board Policy 5144, Discipline for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Buchanan, Hatch, Peterson, Phillips, and Morinini.

Board Policy 6146.1, High School Graduation Requirements

It was moved by Lisa Morinini, seconded by Bob Hatch and carried to approve Board Policy 6146.1, High School Graduation Requirements, for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Buchanan, Hatch, Peterson, Phillips, and Morinini.

Board Policy 6153, School-Sponsored Trips

It was moved by Liz Phillips, seconded by Bob Hatch and carried to approve Board Policy 6153, School-Sponsored Trips for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Buchanan, Hatch, Peterson, Phillips, and Morinini.

Board Policy 6170.1, Transitional Kindergarten

It was moved by Lisa Morinini, seconded by Liz Phillips and carried to approve Board Policy 6170.1, Transitional Kindergarten for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Buchanan, Hatch, Peterson, Phillips, and Morinini.

Single School Plan for Student Achievement

It was moved by Bob Hatch, seconded by Lisa Morinini and carried to approve the Single School Plan for Student achievement for Olga Reed Elementary School, as submitted. Ayes: Buchanan, Hatch, Peterson, Phillips, and Morinini.

English Learner Master Plan

It was moved by Liz Phillips, seconded by Lisa Morinini and carried to approve the English Learner Master Plan, as submitted. Ayes: Buchanan, Peterson, Hatch, Phillips, and Morinini.

Approval of Music in the Park Band Trip, Grades 7-12

It was moved by Bob Hatch, seconded by Lisa Morinini and carried to approve the Music in the Park Band Trip, Grades 7-12, as submitted. Ayes: Buchanan, Peterson, Hatch, Phillips, and Morinini.

Brandman University Supervised Internship Agreement

It was moved by Liz Phillips, seconded by Bob Hatch and carried to approve the Brandman University Supervised Internship Agreement, as submitted. Ayes: Buchanan, Peterson, Hatch, Phillips, and Morinini.

Approval of Assistant Superintendent, Educational Services Agreement

It was moved by Rob Buchanan, seconded by Bob Hatch and carried to approve the Assistant Superintendent, Educational Services Agreement, as submitted. Ayes: Buchanan, Peterson, Hatch, Phillips, and Morinini. Rob Buchanan congratulated Dr. Holly Edds on her Selection as the President of the Association of California School Administrators (ACSA), 2018-19 school year.

ITEMS FROM THE BOARD

Jim Peterson wished Mr. Bob Hatch a "Happy Birthday" and a "Happy Valentine's Day" to all in attendance

GENERAL ANNOUNCEMENTS

Unless otherwise noticed, the next regular board meeting is scheduled for Wednesday, March 14, 2018, with Closed Session beginning at 6:45 p.m. followed by Public Session at 7:15 p.m. in the District Office Board Room, 500 Dyer Street, Orcutt, CA.

ADJOURN

It was moved by Lisa Mornini, seconded by Rob Buchanan and carried to adjourn the meeting at 8:19 p.m.

Deborah L. Blow, Ed.D. Board Secretary

Lisa Morinini, Clerk, Board of Trustees



ORCUTT UNION SCHOOL DISTRICT

REQUEST FOR ACCEPTANCE OF GIFT

SCHOOL: Shaw Elementary School Date: 2/7/2018

DONOR: Name: Orchard Supply Hardware
Address: P.O. Box 49024 San Jose, CA 95161-9024
Phone No. 408 281-3500

GIFT: Item Donated _____ or Cash Donation \$ 621.66
(Fill in if money is donated)
Designated for: School projects
General Description: _____
Model No.: _____ Condition: New Used
Value (estimated): _____
Purpose of Gift: purchase supplies and books
Will gift be purchased through Business Services Office? Yes No
Donor Conditions of Acceptance: _____

INSTALLATION AND OPERATION (If answer to A is yes, answer B and C)

- A. Will gift require installation? Yes No
- B. What type of installation is required? _____
- C. Will donor pay installation costs? Yes No
- D. Will there be operating costs? Yes No
If yes, what type? _____

Acceptance Requested By (OUSD Staff Member): Natalie Montoya / Office Manager

Acceptance Approved By (Administrator): *J. Hernandez*

RECOMMENDATIONS: Principal or District Representative _____

BOARD ACTION: Date Accepted: _____ Date Denied: _____

Please submit request to the Superintendent's Office. (If denied, explanation is on reverse side of this form.)

Orcutt Junior High School

P.O. BOX 2310 ORCUTT, CALIFORNIA 93457
PHONE (805) 938-8700 FAX (805) 938-8749



February, 2018

Dear Orcutt Union School District Board,

As in the previous years, the Journalism and Leadership classes from Orcutt Jr. High School would like to plan an overnight trip to participate in the Disney Resort YES Programs on April 20th through the 21st, of this school year.

The classes will be participating in one of two programs that Disneyland offers to grades 3-12. One of the classes is "Creating a Leadership Legacy". This class benefits our students by helping them develop personal leadership skills and learning how to apply them to a team setting. While discovering how leadership played a role in Walt Disney's life, students explore exciting Disneyland attractions, learn the importance of teamwork and gain the self confidence necessary to be leaders of tomorrow. Also, the class discusses the importance of diversity and helps students learn to brainstorm for creative ideas and solutions for a project. It gives students the ability to gain confidence to overcome obstacles and find courage and determination to accomplish goals and believe in their dreams.

The second class is called "Designing a Disney Story". This class would help students with animating the video portion of our class for the video morning news announcements. Students get an inside look at Disney animation while learning the artistic and technical sides of the process. This knowledge is then applied when they get the opportunity to explore their creativity while planning and designing their very own storyboard. The class teaches students how to draw Disney characters using simple geometric shapes and demonstrates storyboarding. The animation class helps students to articulate the physical process of persistence of vision and to calculate the number of frames needed in a sixty-minute animated film. All of the objectives from both of the classes will help our Journalism students in the future.

The Orcutt Jr. High School Journalism and Leadership classes would like to ask for your permission to miss school Friday, April 20, 2018 to take this educational field trip. We have already raised the money for the trip. Thank you for your consideration.

Sincerely,

The Orcutt Junior High School Journalism and Leadership Classes of 2017-2018

REQUIRES BOARD ACTION

This completed **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the U.S. post office no later than **THURSDAY, MARCH 15, 2018**. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box.

A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.

OFFICIAL 2018 DELEGATE ASSEMBLY BALLOT
SUBREGION 11-A
(Santa Barbara County)

Number of vacancies: 1 (Vote for no more than 1 candidate)

Delegates will serve two-year terms beginning April 1, 2018 – March 31, 2020

**denotes incumbent*

Jack C. Garvin (Santa Maria Joint Union HSD)*

Provision for Write-in Candidate Name

School District

Signature of Superintendent or Board Clerk

Title

School District

Date of Board Action

See reverse side for a current list of all Delegates in your Region.

REGION 11 - 9 Delegates (9 elected)

Director: Suzanne Kitchens (Pleasant Valley SD)

Below is a list of all the current Delegates with expired terms from this Region.

Subregion 11-A (Santa Barbara)

Jack C. Garvin (Santa Maria Joint Union HSD), term expires 2018
Luz Reyes-Martin (Goleta Union SD), term expires 2019

Subregion 11-B (Ventura County and Las Virgenes USD)

John Andersen (Conejo Valley USD), term expires 2018
William Daniels (Simi Valley USD), term expires 2018
Vianey Lopez (Hueneme ESD), term expires 2018
Veronica Robles-Solis (Oxnard SD), term expires 2018
Christina (Tina) Urias (Santa Paul USD), term expires 2019
John Walker (Ventura USD), term expires 2019

County Delegate:

Mark Lisagor (Ventura COE), term expires 2019

Counties

Santa Barbara (Subregion A)
Ventura (Subregion B)



2018 Delegate Assembly Candidate Biographical Sketch Form

DUE: Sunday, January 7, 2018

Mail to: CSBA | Attn: Executive Office | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 | or email: nominations@csba.org.

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will not be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Executive Office. Late submissions will not be accepted. If you have any questions, please contact the Executive Office at (800) 266-3382.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: 

Date: 11/2/2017

Name: <u>Jack Garvin</u>	CSBA Region-subregion #: <u>11</u>
District or COE: <u>Santa Maria Joint Union High School District</u>	Years on board: <u>13</u>
Profession: <u>Semi-Retired</u>	Contact Number: (please <input type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Bus.) <u>805-922-2585</u>
*Primary E-mail: <u>jackgarvin@gmail.com</u>	
<small>(*Communications from CSBA will be sent to primary email)</small>	
Are you a continuing Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, how long have you served as a Delegate? <u>6 years</u>	

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

Opportunity to shape the direction of CSBA. Breakout sessions provide a forum for setting priorities and policies. Served on State Nomination Committee that recommended future leadership of CSBA.

Please describe your activities and involvement on your local board, community, and/or CSBA.

Active in Santa Barbara County School Board Association, currently Vice-President. Past President of County Group. Presented to new and experienced board members at recent workshops in Santa Ynez. Report out monthly on CSBA activities. Also Liaison with Tri-County Education Coalition.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

Identifying and encouraging qualified community members dedicated to public education, to serve on school boards.



BUSINESS SERVICES MEMORANDUM

DATE: March 14, 2018

TO: Board of Trustees
Deborah Blow, Ed.D.

FROM: Walter Con, Assistant Superintendent of Business Services

RE: Resolution #12 A RESOLUTION OF THE BOARD OF TRUSTEES OF THE ORCUTT UNION SCHOOL DISTRICT, SANTA BARBARA COUNTY, CALIFORNIA, AUTHORIZING THE ISSUANCE OF ORCUTT UNION SCHOOL DISTRICT (SANTA BARBARA COUNTY, CALIFORNIA) ELECTION OF 2016 GENERAL OBLIGATION BONDS, SERIES A, AND ACTIONS RELATED THERETO

BACKGROUND

An election was held in the Orcutt Union School District (the “District”) on November 8, 2016 (the “Election”) for the issuance and sale of general obligation bonds of the District for various purposes in the maximum principal amount of \$60,000,000 (“Measure G”). The District now desires to finance voter-approved projects through the issuance of the first series of bonds under Measure G (the “Bonds”) in an aggregate principal amount not-to-exceed \$15,500,000.

(a) Resolution. The Resolution authorizes the issuance of the Bonds, specifies the basic terms, parameters and form of the Bonds, and approves the forms of a Notice Inviting Proposals for Purchase of Bonds, a Notice of Intention to Sell, a Preliminary Official Statement, and a Continuing Disclosure Certificate, each as described below. In particular, Section 1 of the Resolution establishes the maximum aggregate principal amount of the Bonds to be issued (\$15,500,000). The Resolution authorizes the issuance of current interest bonds only; capital appreciation bonds are not authorized. Section 3 authorizes the bonds to be sold at a competitive sale, and authorizes Piper Jaffray & Co., the District’s Financial Advisor, to solicit bids from prospective bidders, and award the sale of the Bonds on the basis of the lowest true interest cost.

(b) Notice Inviting Proposals for Purchase of Bonds; Notice of Intention to Sell. The Resolution includes as Exhibits B and C the forms of a Notice Inviting Proposals for Purchase of Bonds and a Notice of Intention Sell. The Resolution authorizes the District’s Financial Advisor to distribute the Notice Inviting Proposals for Purchase of Bonds to prospective bidders and to cause the Notice of Intention to Sell to be published in the Bond Buyer, a national municipal securities newspaper, to satisfy applicable legal requirements. The Notice Inviting Proposals for Purchase of Bonds sets forth certain conditions of closing the transaction, including certain of the documentation to be provided at the closing by various parties.

(c) Form of Preliminary Official Statement. The Preliminary Official Statement (the “POS”) is the offering document describing the Bonds which may be distributed to prospective purchasers of the Bonds. The POS discloses information with respect to, among other things, (i) the proposed uses of proceeds of the Bonds, (ii) the terms of the Bonds (interest rate, redemption terms, etc.), (iii) the bond insurance policy for the Bonds, if any, (iv) the security for repayment of the Bonds (the *ad valorem* property tax levy), (v) information with respect to the District’s tax base (upon which such *ad valorem* property taxes may be levied), (vi) District financial and operating data, (vii) continuing disclosure with respect to the Bonds and the District, and (viii) absence of material litigation and other miscellaneous matters expected to be of interest to prospective purchasers of the Bonds. Following the pricing of the Bonds, a final Official Statement for the Bonds will be prepared, substantially in the form of the POS.

(d) Form of the Continuing Disclosure Certificate. The form of the Continuing Disclosure Certificate can be found in APPENDIX C to the POS. Effective July 3, 1995, all underwriters of municipal bonds are obligated to procure from a bond issuer a covenant that such public agency will annually file “material financial information and operating data with respect to the District” through the web-based Electronic Municipal Market Access (“EMMA”) system maintained by the Municipal Securities Rulemaking Board (which is the federal agency that regulates “broker-dealers,” including investment bank firms that underwrite municipal obligation issuance). This requirement is expected to be satisfied by the filing of the District’s audited financial statements and other operating information about the District, in the same manner the District has filed in connection with prior bond issuances. The purpose of the law is to provide investors in the Bonds with current information regarding the District.

FISCAL IMPACT

There is no fiscal impact to the General Fund resulting from the issuance of the Bonds.

RECOMMENDATION

Staff recommends approval of Resolution #__ A RESOLUTION OF THE BOARD OF TRUSTEES OF THE ORCUTT UNION SCHOOL DISTRICT, SANTA BARBARA COUNTY, CALIFORNIA, AUTHORIZING THE ISSUANCE OF ORCUTT UNION SCHOOL DISTRICT (SANTA BARBARA COUNTY, CALIFORNIA) ELECTION OF 2016 GENERAL OBLIGATION BONDS, SERIES A, AND ACTIONS RELATED THERETO.

RESOLUTION NO. 12

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE ORCUTT UNION SCHOOL DISTRICT, SANTA BARBARA COUNTY, CALIFORNIA, AUTHORIZING THE ISSUANCE OF ORCUTT UNION SCHOOL DISTRICT (SANTA BARBARA COUNTY, CALIFORNIA) ELECTION OF 2016 GENERAL OBLIGATION BONDS, SERIES A, AND ACTIONS RELATED THERETO

WHEREAS, a duly called election was held in the Orcutt Union School District (the “District”), Santa Barbara County (the “County”), State of California, on November 8, 2016 (the “Election”) and thereafter canvassed pursuant to law;

WHEREAS, at the Election there was submitted to and approved by the requisite fifty-five percent or more vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for the various purposes set forth in the ballot submitted to the voters, in the maximum principal amount not-to-exceed \$60,000,000, payable from the levy of an *ad valorem* property tax against the taxable property in the District (the “Authorization”);

WHEREAS, at this time, this Board of Trustees (this “Board”) has determined that it is necessary and desirable to issue the first series of bonds under the Authorization in an aggregate principal amount not-to-exceed \$15,500,000, and to be styled as “Orcutt Union School District (Santa Barbara County, California) Election of 2016 General Obligation Bonds, Series A” (the “Bonds”);

WHEREAS, pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the “Government Code”), the Bonds are authorized to be issued by the District for the purposes set forth in the ballot submitted to the voters at the Election;

WHEREAS, this Board desires to authorize the issuance of the Bonds in one or more Series of Taxable Bonds or Tax-Exempt Bonds, and further as Current Interest Bonds (as such terms are defined herein);

WHEREAS, this Board desires to appoint certain professionals to provide services related to the issuance of the Bonds;

WHEREAS, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District, and the indebtedness of the District, including this proposed issue of Bonds, is within all limits prescribed by law;

WHEREAS, on March 11, 2015, this Board adopted Resolution No. 13 (the “2015 Resolution”) authorizing the issuance of general obligation refunding bonds in an aggregate principal amount not-to-exceed \$7,600,000;

WHEREAS, pursuant to the 2015 Resolution, on May 5, 2015, the District issued its \$7,415,000 Orcutt Union School District (Santa Barbara County, California) 2015 General Obligation Refunding Bonds (Bank Qualified) (the “2015 Refunding Bonds”); and

WHEREAS, this Board now desires to amend certain provisions of the 2015 Resolution to clarify the source of payment of and security for the 2015 Refunding Bonds;

NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED BY THE BOARD OF TRUSTEES OF THE ORCUTT UNION SCHOOL DISTRICT, SANTA BARBARA COUNTY, CALIFORNIA, AS FOLLOWS:

SECTION 1. Authorization for Issuance of the Bonds. To raise money for the purposes authorized by the voters of the District at the Election, and to pay all necessary legal, financial, engineering and contingent costs in connection therewith, the Board hereby authorizes the issuance of the Bonds pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California and orders such Bonds sold at a competitive sale in one or more Series of Taxable Bonds or Tax-Exempt Bonds (each as defined herein), with appropriate Series designation if more than one Series is issued, and as Current Interest Bonds. The Board further orders such Bonds sold such that the Bonds shall be dated as of a date to be determined by an Authorized Officer (defined below), shall bear interest at a rate not to exceed that authorized at the Election, shall be payable upon such terms and provisions as shall be set forth in the Bonds, shall mature on the dates and in the amounts set forth in the Official Statement (defined herein), and shall be in an aggregate principal amount not-to-exceed \$15,500,000.

SECTION 2. Paying Agent. This Board hereby appoints the Paying Agent, as defined herein, to serve as the paying agent, bond registrar, transfer agent and authentication agent for the Bonds on behalf of the District. This Board hereby approves the payment of the reasonable fees and expenses of the Paying Agent as they shall become due and payable. The fees and expenses of the Paying Agent which are not paid as a cost of issuance of the Bonds may be paid in each year from *ad valorem* property taxes levied and collected for the payment thereof, insofar as permitted by law, including specifically by Section 15232 of the Education Code.

SECTION 3. Approval of the Notice Inviting Proposals for Purchase of Bonds. The competitive sale of the Bonds shall be undertaken pursuant to the Notice Inviting Proposals for Purchase of Bonds, and the Notice of Intention To Sell, set forth in Exhibits B and C hereto, respectively. The Superintendent of the District (the "Superintendent") or the Assistant Superintendent of Business Services (the "Chief Business Official," and together with the Superintendent, the "Authorized Officers") each alone, are hereby authorized to execute the Notice of Intention to Sell attached hereto as Exhibit C (the "Notice of Intention") and to cause the Notice of Intention to be published in The Bond Buyer once at least five (5) days prior to the date set to receive bids.

The terms and conditions of the offering and the sale of the Bonds shall be as specified in the Notice Inviting Proposals for Purchase of Bonds. The Board shall award the sale of the Bonds by acceptance of the bids with the lowest true interest cost with respect to the Bonds, so long as the principal amount of the Bonds does not exceed \$15,500,000 and the true interest cost does not exceed 5.0%.

Piper Jaffray & Co., the financial advisor to the District (the "Financial Advisor"), is hereby authorized and directed to cause to be furnished to prospective bidders a reasonable number of copies of the Notice Inviting Proposals for Purchase of Bonds and a reasonable number of copies of the Official Statement.

The Board hereby approves the competitive sale of the Bonds and determines that a competitive sale contributes to the District's goal of achieving the lowest overall cost of funds. The Board estimates that the costs associated with the issuance and purchase of the Bonds and any such costs which the successful bidder or bidders agrees to pay pursuant to the Notice Inviting Proposals for Purchase of Bonds (excluding the fees of the Bond Insurer, if any), will equal approximately 1.5% of the principal amount of the Bonds.

The Financial Advisor and Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California ("Bond Counsel"), are hereby authorized and directed to open the bids at the time and place specified in the Notice Inviting Proposals for Purchase of Bonds and to present the same to the Authorized Officers. The Financial Advisor and Bond Counsel are hereby authorized and directed to receive and record the receipt of all bids made pursuant to the Notice Inviting Proposals for Purchase of Bonds; to cause said bids to be examined for compliance with the Notice Inviting Proposals for Purchase of Bonds; and to cause computations to be made as to which bidder has bid the lowest true interest cost with respect to the Bonds, as provided in the Notice Inviting Proposals for Purchase of Bonds, along with a report as to the foregoing and any other matters deemed pertinent to the award of the Bonds and the proceedings for the issuance thereof.

SECTION 4. Certain Definitions. As used in this Resolution, the terms set forth below shall have the meanings ascribed to them (unless otherwise set forth in the Official Statement):

(a) "**Beneficial Owner**" means, when used with reference to book-entry Bonds registered pursuant to Section 5 hereof, the person who is considered the beneficial owner of such Bonds pursuant to the arrangements for book entry determination of ownership applicable to the Depository.

(b) "**Bond Insurer**" means any insurance company which issues a municipal bond insurance policy insuring the payment of Principal of and interest on the Bonds.

(c) "**Bond Payment Date**" means, unless otherwise provided by the Official Statement, February 1 and August 1 of each year commencing August 1, 2018 with respect to interest on the Bonds, and the stated maturity dates of Bonds with respect to payments of Principal of the Bonds.

(d) "**Bond Register**" means the registration books which the Paying Agent shall keep or cause to be kept on which the registered ownership, transfer and exchange of Bonds shall be recorded.

(e) "**Code**" means the Internal Revenue Code of 1986, as amended. Reference to any particular section of the Code shall be deemed to be a reference to any successor to any such section.

(f) "**Continuing Disclosure Certificate**" means that certain contractual undertaking of the District pursuant to paragraph (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, and relating to the Bonds, dated as of the date of issuance thereof, as amended from time to time in accordance with the provisions thereof.

(g) “**Current Interest Bonds**” means the Bonds, the interest on which is payable semiannually on each Bond Payment Date specified for each such Bond as designated and maturing in the years and in the amounts set forth in the Official Statement.

(h) “**Dated Date**” means the date of initial issuance and delivery of the Bonds, or such other date as shall appear in the Official Statement.

(i) “**Depository**” means the entity acting as securities depository for the Bonds pursuant to Section 5(c) hereof.

(j) “**DTC**” means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, in its capacity as the initial Depository for the Bonds.

(k) “**Fair Market Value**” means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Code) and, otherwise, the term “Fair Market Value” means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security—State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the District and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment.

(l) “**Holder**” or “**Owner**” means the registered owner of a Bond as set forth on the Bond Register maintained by the Paying Agent pursuant to Section 5 hereof.

(m) “**Information Services**” means the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access System; or, such other services providing information with respect to called municipal obligations as the District may specify in writing to the Paying Agent or as the Paying Agent may select.

(n) “**Long Current Interest Bonds**” means Bonds that mature later than 30 years from the date of issuance thereof.

(o) “**Moody’s**” means Moody’s Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, or, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, such other nationally recognized securities rating agency designated by the District.

(p) “**Nominee**” means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 5(c) hereof.

(q) “**Non-AMT Bonds**” means obligations the interest on which is excludable from gross income for federal income tax purposes under Section 103(a) of the Code and not treated as an item of tax preference under Section 57(a)(5)(C) of the Code, that are legal investments pursuant to Section 53601 of the Government Code of the State of California.

(r) “**Official Statement**” means the Official Statement for the Bonds, as described in Section 16 hereof.

(s) “**Outstanding**” means, when used with reference to the Bonds, as of any date, Bonds theretofore issued or thereupon being issued under this Resolution except:

(i) Bonds canceled at or prior to such date;

(ii) Bonds in lieu of or in substitution for which other Bonds shall have been delivered pursuant to Section 7 hereof; or

(iii) Bonds for the payment or redemption of which funds or Government Obligations in the necessary amount shall have been set aside (whether on or prior to the maturity or redemption date of such Bonds), in accordance with Section 18 of this Resolution.

(t) “**Participants**” means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

(u) “**Paying Agent**” means, initially, U.S. Bank National Association, and afterwards any successor thereto, acting as the authenticating agent, bond registrar, transfer agent and paying agent for the Bonds.

(v) “**Permitted Investments**” means (i) any lawful investments permitted by Section 16429.1 and Section 53601 of the Government Code, including Non-AMT Bonds and Qualified Non-AMT Mutual Funds, (ii) shares in a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code which invests exclusively in investments permitted by Section 53635 of the Government Code, but without regard to any limitations in such Section concerning the percentage of moneys available for investment being invested in a particular type of security, (iii) a guaranteed investment contract with a provider having a rating meeting the minimum rating requirements of the County investment pool maintained by the Treasurer, (iv) the Local Agency Investments Fund of the California State Treasurer, (v) the County investment pool described above, and (vi) State and Local Government Series Securities.

(w) “**Principal**” or “**Principal Amount**” means, with respect to any Bond, the initial principal amount thereof.

(x) “**Qualified Non-AMT Mutual Fund**” means stock in a regulated investment company to the extent that at least 95% of the income of such regulated investment company

is interest that is excludable from gross income under Section 103 of the Code and not an item of tax preference under Section 57(a)(5)(C) of the Code.

(y) “**Qualified Permitted Investments**” means (i) Non-AMT Bonds, (ii) Qualified Non-AMT Mutual Funds, (iii) other Permitted Investments authorized by an opinion of Bond Counsel to the effect that such investment would not adversely affect the tax-exempt status of the Bonds, and (iv) Permitted Investments of proceeds of the Bonds, and interest earned on such proceeds, held not more than thirty days pending reinvestment or Bond redemption. A guaranteed investment contract or similar investment agreement (e.g. a forward supply contract, GIC, repo, etc.) does not constitute a Qualified Permitted Investment.

(z) “**Record Date**” means the close of business on the 15th day of the month preceding each Bond Payment Date.

(aa) “**Series**” means any Bonds executed, authenticated and delivered pursuant to the provisions hereof identified as a separate series of Bonds.

(bb) “**S&P**” means S&P Global Ratings, a business unit of Standard & Poor’s Financial Services LLC, its successors and assigns, or, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, such other nationally recognized securities rating agency designated by the District.

(cc) “**Taxable Bonds**” means any Bonds not issued as Tax-Exempt Bonds.

(dd) “**Tax-Exempt Bonds**” means any Bonds the interest on which is excludable from gross income for federal income tax purposes and is not treated as an item of tax preference for purposes of calculating the federal alternative minimum tax, as further described in an opinion of Bond Counsel supplied to the original purchasers of such Bonds.

(ee) “**Term Bonds**” means those Bonds for which mandatory redemption dates have been established in the Official Statement.

(ff) “**Transfer Amount**” means, with respect to any Outstanding Bond, the Principal Amount.

(gg) “**Treasurer**” means the Treasurer-Tax Collector of the County, or other comparable officer of the County.

SECTION 5. Terms of the Bonds.

(a) Denomination, Interest, Dated Dates and Terms. The Bonds shall be issued as fully registered Current Interest Bonds registered as to both Principal and interest, in denominations of \$5,000 Principal Amount or any integral multiple thereof. The Bonds shall bear interest at a rate not in excess of that authorized at the Election. The Bonds will initially be registered in the name of “Cede & Co.,” the Nominee of the Depository Trust Company, New York, New York.

Each Bond shall be dated as of the Dated Date, and shall bear interest at the rates set forth in the Official Statement, from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated during the period from the 16th day of the month next preceding any Bond

Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before the first Record Date, in which event it shall bear interest from its Dated Date. Interest shall be payable on the respective Bond Payment Dates and shall be calculated on the basis of a 360-day year of twelve, 30-day months.

Notwithstanding any other provision herein, the ratio of total debt service to Principal for each Series of Bonds shall not exceed four-to-one.

(b) Redemption.

(i) Terms of Redemption. The Bonds shall be subject to optional or mandatory sinking fund redemption prior to maturity as provided in the Official Statement.

(ii) Selection of Bonds for Redemption. Whenever provision is made in this Resolution for the optional redemption of Bonds and less than all Outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, shall select Bonds for redemption as so directed and if not directed, in inverse order of maturity. Within a maturity, the Paying Agent shall select Bonds for redemption as directed by the District, and if not so directed, by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that with respect to redemption by lot, the portion of any Bond to be redeemed in part shall be in the Principal Amount of \$5,000 or any integral multiple thereof.

The Official Statement may provide that (i) in the event that any portion of a Term Bond is optionally redeemed prior to maturity, the remaining mandatory sinking fund payments with respect to such Bond shall be reduced proportionately, or as otherwise directed by the District, in integral multiples of \$5,000 principal amount, in respect of the portion of such Bond optionally redeemed, and (ii) within a maturity, Bonds shall be selected for redemption on a “Pro Rata Pass-Through Distribution of Principal” basis in accordance with DTC procedures, provided further that, such redemption is made in accordance with the operational arrangements of DTC then in effect.

(iii) Redemption Notice. When redemption is authorized pursuant to Section 5(b)(i) hereof, the Paying Agent, upon written instruction from the District, shall give notice (a “Redemption Notice”) of the redemption of the Bonds (or portions thereof). Such Redemption Notice shall specify: the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, the date of redemption, the place or places where the redemption will be made, including the name and address of the Paying Agent, the redemption price, the CUSIP numbers (if any) assigned to the Bonds to be redeemed, the Bond numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the portion of the Principal Amount of such Bond to be redeemed, and the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or in part. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed at the redemption price thereof, together with the interest accrued to the redemption date, and that from and after such date, interest thereon shall cease to accrue.

The Paying Agent shall take the following actions with respect to each such Redemption Notice:

(a) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Bonds designated for redemption by registered or certified mail, postage prepaid, at their addresses appearing on the Bond Register.

(b) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service, to the Securities Depository.

(c) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, or (ii) overnight delivery service, to one of the Information Services.

(d) Provide the Redemption Notice to such other persons as may be required pursuant to the Continuing Disclosure Certificate.

A certificate of the Paying Agent or the District that a Redemption Notice has been given as provided herein shall be conclusive as against all parties. Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Bonds shall bear or include the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer. Such Redemption Notice may state that no representation is made as to the accuracy or correctness of CUSIP numbers printed thereon, or on the Bonds.

With respect to any notice of optional redemption of Bonds (or portions thereof) pursuant to Section 5(b)(i) hereof, unless upon the giving of such notice such Bonds or portions thereof shall be deemed to have been defeased pursuant to Section 18 hereof, such notice shall state that such redemption shall be conditional upon the receipt by an independent escrow agent selected by the District on or prior to the date fixed for such redemption of the moneys necessary and sufficient to pay the Principal of, premium, if any, and interest on such Bonds (or portions thereof) to be redeemed, and that if such moneys shall not have been so received, said notice shall be of no force and effect, no portion of the Bonds shall be subject to redemption on such date and such Bonds shall not be required to be redeemed on such date. In the event that such Redemption Notice contains such a condition and such moneys are not so received, the redemption shall not be made and the Paying Agent shall within a reasonable time thereafter (but in no event later than the date originally set for redemption) give notice to the persons to whom and in the manner in which the Redemption Notice was given that such moneys were not so received. In addition, the District shall have the right to rescind any Redemption Notice, by written notice to the Paying Agent, on or prior to the date fixed for such redemption. The Paying Agent shall distribute a notice of the rescission of such Redemption Notice in the same manner as such notice was originally provided.

(iv) Partial Redemption of Bonds. Upon the surrender of any Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in Transfer Amounts to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(v) Effect of Redemption Notice. Notice having been given as aforesaid, and the moneys for the redemption (including the interest accrued to the applicable date of redemption) having been set aside as provided in Section 18 hereof, the Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Bonds to be redeemed as provided in Section 5(b) hereof, together with interest accrued to such redemption date, shall be held in trust as provided in Section 18 hereof so as to be available therefor on such redemption date, and if a Redemption Notice thereof shall have been given as aforesaid, then from and after such redemption date, interest on the Bonds to be redeemed shall cease to accrue and become payable. All money held for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds to be so redeemed.

(vi) Bonds No Longer Outstanding. When any Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this Resolution, or with respect to which irrevocable instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be held irrevocably in trust for the payment of the redemption price of such Bonds or portions thereof, and accrued interest thereon to the date fixed for redemption, all as provided in this Resolution, then such Bonds shall no longer be deemed Outstanding and shall be surrendered to the Paying Agent for cancellation.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 5 shall be cancelled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a Bond purchased by the District shall be cancelled by the Paying Agent.

(c) Book-Entry System.

(i) Election of Book-Entry System. The Bonds shall initially be delivered in the form of a separate single fully-registered bond (which may be typewritten) for each maturity date of such Bonds in authorized denominations. The ownership of each such Bond shall be registered in the Bond Register in the name of the Nominee, as nominee of the Depository and ownership of the Bonds, or any portion thereof may not thereafter be transferred except as provided in Section 5(c)(i)(4).

With respect to book-entry Bonds, the District and the Paying Agent shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such book-entry Bonds. Without limiting the immediately preceding sentence, the District and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in book-entry Bonds, (ii) the delivery to any Participant or any other person, other than an Owner as shown in the Bond Register, of any notice with respect to book-entry Bonds, including any Redemption Notice, (iii) the selection by the Depository and its Participants of the beneficial interests in book-entry Bonds to be prepaid in the event the District redeems the Bonds in part, or (iv) the payment by the Depository or any Participant or any other person, of any amount with respect to Principal of, premium, if any, or interest on the book-entry Bonds. The District and the Paying Agent may treat and consider the person in whose name each book-entry Bond is registered in the Bond Register as the absolute Owner of such book-entry Bond for the purpose of payment of Principal of, premium and interest on and to such Bond, for the purpose of giving Redemption Notices and other matters with respect to such

Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent shall pay all Principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owner, as shown in the Bond Register, or his or her respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of Principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Register, shall receive a certificate evidencing the obligation to make payments of Principal of, premium, if any, and interest on the Bonds. Upon delivery by the Depository to the Owner and the Paying Agent, of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to the Record Date, the word Nominee in this Resolution shall refer to such nominee of the Depository.

1. Delivery of Letter of Representations. In order to qualify the book-entry Bonds for the Depository's book-entry system, the District shall execute and deliver to the Depository a Letter of Representations. The execution and delivery of a Letter of Representations shall not in any way impose upon the District any obligation whatsoever with respect to persons having interests in such book-entry Bonds other than the Owners, as shown on the Bond Register. By executing a Letter of Representations, the District shall agree to take all action necessary at all times so that the District will be in compliance with all representations of the District in such Letter of Representations. In addition to the execution and delivery of a Letter of Representations, the District shall take such other actions, not inconsistent with this Resolution, as are reasonably necessary to qualify book-entry Bonds for the Depository's book-entry program.

2. Selection of Depository. In the event (i) the Depository determines not to continue to act as securities depository for book-entry Bonds, or (ii) the District determines that continuation of the book-entry system is not in the best interest of the Beneficial Owners of the Bonds or the District, then the District will discontinue the book-entry system with the Depository. If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or direct the preparation of a new single, separate, fully registered bond for each maturity date of such Outstanding book-entry Bond, registered in the name of such successor or substitute qualified securities depository or its Nominee as provided in subsection (4) hereof. If the District fails to identify another qualified securities depository to replace the Depository, then the Bonds shall no longer be restricted to being registered in such Bond Register in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging such Bonds shall designate, in accordance with the provisions of this Section 5(c).

3. Payments and Notices to Depository. Notwithstanding any other provision of this Resolution to the contrary, so long as all Outstanding Bonds are held in book entry form and registered in the name of the Nominee, all payments by the District or the Paying Agent with respect to Principal of, premium, if any, or interest on the Bonds and all notices with respect to such Bonds, including notices of redemption, shall be made and given, respectively to the Nominee, as provided in the Letter of Representations or as otherwise required or instructed by the Depository and agreed to by the Paying Agent notwithstanding any inconsistent provisions herein.

4. Transfer of Bonds to Substitute Depository.

(A) The Bonds shall be initially issued as described in the Official Statement described herein. Registered ownership of such Bonds, or any portions thereof, may not thereafter be transferred except:

(1) to any successor of DTC or its nominee, or of any substitute depository designated pursuant to Section 5(c)(i)(4)(A)(2) (“Substitute Depository”); provided that any successor of DTC or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(2) to any Substitute Depository, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC (or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(3) to any person as provided below, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC or its successor (or Substitute Depository or its successor) is no longer able to carry out its functions as depository.

(B) In the case of any transfer pursuant to Section 5(c)(i)(4)(A)(1) or (2), upon receipt of all Outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent designating the Substitute Depository, a single new Bond, which the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of Bonds then Outstanding, registered in the name of such successor or such Substitute Depository or their Nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to Section 5(c)(i)(4)(A)(3), upon receipt of all Outstanding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, new Bonds, which the District shall prepare or cause to be prepared, shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such written request of the District, provided that the Paying Agent shall not be required to deliver such new Bonds within a period of less than sixty (60) days from the date of receipt of such written request from the District.

(C) In the case of a partial redemption or an advance refunding of any Bonds evidencing a portion of the Principal maturing in a particular year, DTC or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Bonds indicating the date and amounts of such reduction in Principal, in form acceptable to the Paying Agent, all in accordance with the Letter of Representations. The Paying Agent shall not be liable for such Depository’s failure to make such notations or errors in making such notations.

(D) The District and the Paying Agent shall be entitled to treat the person in whose name any Bond is registered as the Owner thereof for all purposes of this Resolution and any applicable laws, notwithstanding any notice to the contrary received by the Paying Agent or the District; and the District and the Paying Agent shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any

Beneficial Owners of the Bonds. Neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to any such Beneficial Owners or to any other party, including DTC or its successor (or Substitute Depository or its successor), except to the Owner of any Bonds, and the Paying Agent may rely conclusively on its records as to the identity of the Owners of the Bonds.

SECTION 6. Execution of the Bonds. The Bonds shall be signed by the President of the Board, or other member of the Board authorized to sign on behalf of the President, by their manual or facsimile signature and countersigned by the manual or facsimile signature of the Clerk of or Secretary to the Board, or the designee thereof, all in their official capacities. No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Bond is signed by the Paying Agent as authenticating agent. Authentication by the Paying Agent shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution.

SECTION 7. Paying Agent; Transfer and Exchange. So long as any of the Bonds remain Outstanding, the District will cause the Paying Agent to maintain and keep at its principal office all books and records necessary for the registration, exchange and transfer of the Bonds as provided in this Section. Subject to the provisions of Section 8 below, the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute Owner of that Bond for all purposes of this Resolution. Payment of or on account of the Principal of, premium, if any, and interest on any Bond shall be made only to or upon the order of such Owner; neither the District nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District's liability upon the Bonds, including interest, to the extent of the amount or amounts so paid.

Any Bond may be exchanged for Bonds of like Series, tenor, maturity and Transfer Amount upon presentation and surrender at the principal office of the Paying Agent, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Bond may be transferred on the Bond Register only upon presentation and surrender of the Bond at the principal office of the Paying Agent together with an assignment executed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new bond or bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the Transfer Amount of the Bond surrendered and bearing or accruing interest at the same rate and maturing on the same date.

If any Bond shall become mutilated, the District, at the expense of the Owner of said Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like Series, tenor, maturity and Transfer Amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Paying Agent of the Bond so mutilated. If any Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Paying Agent and, if such evidence be satisfactory to the Paying Agent and indemnity for the Paying Agent and the District satisfactory to the Paying Agent shall be given by the Owner, the District, at the expense of the Owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like Series, tenor, maturity and Transfer Amount in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured or shall have been called for

redemption, instead of issuing a substitute Bond the Paying Agent may pay the same without surrender thereof upon receipt of indemnity satisfactory to the Paying Agent and the District). The Paying Agent may require payment of a reasonable fee for each new Bond issued under this paragraph and of the expenses which may be incurred by the District and the Paying Agent.

If signatures on behalf of the District are required in connection with an exchange or transfer, the Paying Agent shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the District. In all cases of exchanged or transferred Bonds, the District shall sign and the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. All fees and costs of transfer shall be paid by the requesting party. Those charges may be required to be paid before the procedure is begun for the exchange or transfer. All Bonds issued upon any exchange or transfer shall be valid obligations of the District, evidencing the same debt, and entitled to the same security and benefit under this Resolution as the Bonds surrendered upon that exchange or transfer.

Any Bond surrendered to the Paying Agent for payment, retirement, exchange, replacement or transfer shall be cancelled by the Paying Agent. The District may at any time deliver to the Paying Agent for cancellation any previously authenticated and delivered Bonds that the District may have acquired in any manner whatsoever, and those Bonds shall be promptly cancelled by the Paying Agent. Written reports of the surrender and cancellation of Bonds shall be made to the District by the Paying Agent as requested by the District. The cancelled Bonds shall be retained for three years, then returned to the District or destroyed by the Paying Agent as directed by the District.

Neither the District nor the Paying Agent will be required to (a) issue or transfer any Bonds during a period beginning with the opening of business on the 16th day next preceding either any Bond Payment Date or any date of selection of Bonds to be redeemed and ending with the close of business on the Bond Payment Date or any day on which the applicable Redemption Notice is given or (b) transfer any Bonds which have been selected or called for redemption in whole or in part.

SECTION 8. Payment. Payment of interest on any Bond shall be made on any Bond Payment Date to the person appearing on the registration books of the Paying Agent as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date, such interest to be paid by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date. The Principal, and redemption premiums, if any, payable on the Bonds shall be payable upon maturity or redemption upon surrender at the principal office of the Paying Agent. The Principal of, interest on, and redemption premiums, if any, on, the Bonds shall be payable in lawful money of the United States of America. The Paying Agent is hereby authorized to pay the Bonds when duly presented for payment at maturity, and to cancel all Bonds upon payment thereof. The Bonds are obligations of the District payable solely from the levy of *ad valorem* property taxes upon all property within the District subject to taxation, which taxes shall be without limit as to rate or amount. The Bonds do not constitute an obligation of the County except as provided in this Resolution, and no part of any fund of the County is pledged or obligated to the payment of the Bonds.

SECTION 9. Form of Bonds. The Bonds shall be in substantially the form as set forth in Exhibit A hereto, allowing those officials executing the Bonds to make the insertions and deletions necessary to conform the Bonds to this Resolution and the Official Statement, or to correct or cure any defect, inconsistency, ambiguity or omission therein. Pending the preparation of definitive Bonds, the Bonds may be executed and delivered in temporary form exchangeable for definitive

Bonds when ready for delivery. If the Paying Agent delivers temporary Bonds, it shall execute and deliver definitive Bonds in an equal aggregate principal amount of authorized denominations, when available, and thereupon the temporary Bonds shall be surrendered to the Paying Agent. Until so exchanged, the temporary Bonds shall be entitled to the same benefits hereunder as definitive Bonds.

SECTION 10. Delivery of Bonds. The proper officials of the District shall cause the Bonds to be prepared and, following their sale, shall have the Bonds signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the original purchaser upon payment of the purchase price therefor.

SECTION 11. Deposit of Proceeds of Bonds. (a) The purchase price received from the sale of the Bonds, to the extent of the Principal Amount thereof, shall be paid to the County to the credit of the fund hereby authorized to be created to be known as the “Orcutt Union School District Election of 2016 General Obligation Bonds, Series A Building Fund” (the “Building Fund”) of the District, shall be kept separate and distinct from all other District and County funds, and those proceeds shall be used solely for the purpose for which the Bonds are being issued and provided further that such proceeds shall be applied solely to the purposes authorized by the voters of the District at the Election. The County shall have no responsibility for assuring the proper use of the Bond proceeds by the District. The Building Fund may contain subaccounts or otherwise be subdivided if the Bonds are issued in more than one Series.

The purchase price received to the extent of any accrued interest and any net original issue premium, shall be kept separate and apart in the fund hereby authorized to be created to be known as the “Orcutt Union School District Election of 2016 General Obligation Bonds, Series A Debt Service Fund” (the “Debt Service Fund”) for the Bonds and used for payment of Principal of and interest on the Bonds, and for no other purpose. The Debt Service Fund may contain subaccounts or otherwise be subdivided if the Bonds are issued in more than one Series. Interest earnings on monies held in the Building Fund shall be retained in the Building Fund. Interest earnings on monies held in the Debt Service Fund shall be retained in the Debt Service Fund. Any excess proceeds of the Bonds not needed for the authorized purposes set forth herein for which the Bonds are being issued upon written notice from the District shall be transferred to the Debt Service Fund and applied to the payment of Principal of and interest on the Bonds. If, after payment in full of the Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the general fund of the District.

The costs of issuance of the Bonds are hereby authorized to be paid either from premium withheld by the purchaser upon the sale of the Bonds, or from the Principal Amount of the Bonds. To the extent costs of issuance are paid from such Principal Amount, the District may direct that a portion thereof, in an amount not to exceed 2.0% of such Principal Amount, in lieu of being deposited into the Building Fund, be deposited in a costs of issuance account to be held by a fiscal agent of the District appointed for such purpose. Any excess moneys in the cost of issuance account remaining after payment of all costs of issuance shall be transferred to the County for deposit into the Building Fund or Debt Service Fund, as appropriate.

(b) Moneys in the Debt Service Fund and the Building Fund shall be invested in Permitted Investments. If at the time of issuance the District determines to issue the Bonds as Tax-Exempt Bonds without regard to the Internal Revenue Code “temporary period” restrictions, all investment of Bond proceeds shall be subject to paragraph (1) below; and the District, in consultation with the County, may provide for an agent to assist the County in investing funds pursuant to paragraph (1) below. If the District fails to direct the County or its agent, as the case may be, the

County or its agent shall invest or cause the funds in the Building Fund to be invested in Qualified Permitted Investments, subject to the provisions of paragraph (1) below, until such time as the District provides written direction to invest such funds otherwise. Neither the County nor its officers and agents, as the case may be, shall have any responsibility or obligation to determine the tax consequences of any investment. The interest earned on the moneys deposited to the Building Fund shall be applied as set forth in subparagraph (1)(C) below:

(1) Covenant Regarding Investment of Proceeds.

(A) Permitted Investments. Beginning on the delivery date, and at all times until expenditure for authorized purposes, not less than 95% of the proceeds of the Bonds deposited in the Building Fund, including investment earnings thereon, will be invested in Qualified Permitted Investments. Notwithstanding the preceding provisions of this Section, for purposes of this paragraph, amounts derived from the disposition or redemption of Qualified Permitted Investments and held pending reinvestment or redemption for a period of not more than 30 days may be invested in Permitted Investments. The District hereby authorizes investments made pursuant to this Resolution with maturities exceeding five years.

(B) Recordkeeping and Monitoring Relating to Building Fund.

i. Information Regarding Permitted Investments. The District hereby covenants that it will record or cause to be recorded with respect to each Permitted Investment in the Building Fund the following information: purchase date; purchase price; information establishing the Fair Market Value of such Permitted Investment; face amount; coupon rate; periodicity of interest payments; disposition price; disposition date; and any accrued interest received upon disposition.

ii. Information in Qualified Non-AMT Mutual Funds. The District hereby covenants that, with respect to each investment of proceeds of the Bonds in a Qualified Non-AMT Mutual Fund pursuant to paragraph (1)(A) above, in addition to recording, or causing to be recorded, the information set forth in paragraph (1)(B)(i) above, it will retain a copy of each IRS information reporting form and account statement provided by such Qualified Non-AMT Mutual Fund.

iii. Monthly Investment Fund Statements. The District covenants that it will obtain, at the beginning of each month following the delivery date, a statement of the investments in the Building Fund detailing the nature, amount and value of each investment as of such statement date.

iv. Retention of Records. The District hereby covenants that it will retain the records referred to in paragraph (1)(B)(i) and each IRS information reporting form referred to in paragraph (1)(B)(ii) with its books and records with respect to the Bonds until three years following the last date that any obligation comprising the Bonds is retired.

(C) Interest Earned on Permitted Investments. The interest earned on the moneys deposited in the Building Fund shall be deposited in the Building Fund and used for the purposes of that fund.

Except as required to satisfy the requirements of Section 148(f) of the Code, interest earned on the investment of moneys held in the Debt Service Fund shall be retained in the Debt Service Fund and used by the County to pay the Principal of and interest on the Bonds when due.

SECTION 12. Rebate Fund. The following provisions shall apply to any Bonds issued as Tax-Exempt Bonds.

(a) The District shall create and establish a special fund designated the “Orcutt Union School District Election of 2016 General Obligation Bonds, Series A Rebate Fund” (the “Rebate Fund”). All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the “Rebate Requirement”) pursuant to Section 148 of the Code, and the Treasury Regulations promulgated thereunder (the “Treasury Regulations”). Such amounts shall be free and clear of any lien hereunder and shall be governed by this Section and by the Tax Certificate to be executed by the District in connection with the Tax-Exempt Bonds (the “Tax Certificate”).

(b) Within 45 days of the end of each fifth Bond Year (as such term is defined in the Tax Certificate), (1) the District shall calculate or cause to be calculated with respect to the Bonds the amount that would be considered the “rebate amount” within the meaning of Section 1.148-3 of the Treasury Regulations, using as the “computation date” for this purpose the end of such Bond Year, and (2) the District shall deposit to the Rebate Fund from amounts on deposit in the other funds established hereunder or from other District funds, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the “rebate amount” so calculated. The District shall not be required to deposit any amount to the Rebate Fund in accordance with the preceding sentence, if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) equals or exceeds the “rebate amount” calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section. The District shall not be required to calculate the “rebate amount” and shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Bonds (including amounts treated as proceeds of the Bonds) (1) to the extent such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148(f)(4)(C) of the Code or Section 1.148-7(d) of the Treasury Regulations, whichever is applicable, and otherwise qualify for the exception to the Rebate Requirement pursuant to whichever of said sections is applicable, (2) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a one and one-half percent (1½%) penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a “bona fide debt service fund.” In such event, and with respect to such amounts, the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b).

(c) Any funds remaining in the Rebate Fund after redemption of all the Bonds and any amounts described in paragraph (2) of subsection (d) of this Section, or provision made therefor satisfactory to the District, including accrued interest, shall be remitted to the District.

(d) Subject to the exceptions contained in subsection (b) of this Section to the requirement to calculate the “rebate amount” and make deposits to the Rebate Fund, the District shall pay to the United States, from amounts on deposit in the Rebate Fund,

(1) not later than 60 days after the end of (i) the fifth Bond Year, and (ii) each fifth Bond Year thereafter, an amount that, together with all previous rebate payments, is equal to at least 90% of the “rebate amount” calculated as of the end of such Bond Year in accordance with Section 1.148-3 of the Treasury Regulations; and

(2) not later than 60 days after the payment of all Bonds, an amount equal to 100% of the “rebate amount” calculated as of the date of such payment (and any income attributable to the “rebate amount” determined to be due and payable) in accordance with Section 1.148-3 of the Treasury Regulations.

(e) In the event that, prior to the time any payment is required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the District shall calculate (or have calculated) the amount of such deficiency and deposit an amount equal to such deficiency into the Rebate Fund prior to the time such payment is due.

(f) Each payment required to be made pursuant to subsection (d) of this Section shall be made to the Internal Revenue Service, on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, such form to be prepared or caused to be prepared by the District.

(g) In the event that immediately following the calculation required by subsection (b) of this Section, but prior to any deposit made under said subsection, the amount on deposit in the Rebate Fund exceeds the “rebate amount” calculated in accordance with said subsection, the District may withdraw the excess from the Rebate Fund and credit such excess to the Debt Service Fund.

(h) The District shall retain records of all determinations made hereunder until three years after the complete retirement of the Bonds.

(i) Notwithstanding anything in this Resolution to the contrary, the Rebate Requirement shall survive the payment in full or defeasance of the Bonds.

SECTION 13. Security for the Bonds. There shall be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* property tax annually during the period the Bonds are Outstanding in an amount sufficient to pay the Principal of and interest on the Bonds when due, which moneys when collected will be deposited in the Debt Service Fund of the District, and which fund is hereby designated for the payment of the principal of and interest on the Bonds when and as the same shall fall due, and for no other purpose. The District covenants to cause the County to take all actions necessary to levy such *ad valorem* tax in accordance with this Section 13. Pursuant to Section 53515 of the Government Code, the Bonds shall be secured by a statutory lien on all revenues received pursuant to the levy and collection of *ad valorem* taxes for the payment thereof.

Pursuant to Government Code Sections 5450 and 5451, the District hereby pledges all revenues received from the levy and collection *ad valorem* taxes for the payment of the Bonds and all amounts on deposit in the Debt Service Fund to the payment of the Bonds. Such pledge shall constitute a lien on and security interest in such taxes and amounts in the Debt Service Fund. This pledge shall constitute an agreement between the District and the Owners of the Bonds to provide security for the payment of the Bonds in addition to any statutory lien that may exist.

The moneys in the Debt Service Fund, to the extent necessary to pay the Principal of and interest on the Bonds as the same become due and payable, shall be transferred by the Treasurer to the Paying Agent which, in turn, shall pay such moneys to DTC to pay such Principal and interest. DTC will thereupon make payments of Principal of and interest on the Bonds to the DTC Participants who will thereupon make payments of such Principal and interest to the Beneficial Owners of the Bonds. Any moneys remaining in the Debt Service Fund after the Bonds and the interest thereon have been paid in full, or provision for such payment has been made, shall be transferred to the general fund of the District, pursuant to the Education Code Section 15234.

SECTION 14. Arbitrage Covenant. The District covenants that it will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary, so that the Bonds will not constitute arbitrage bonds under Section 148 of the Code and the applicable regulations prescribed thereunder or any predecessor section. Calculations for determining arbitrage requirements are the sole responsibility of the District.

SECTION 15. Conditions Precedent. The Board determines that all acts and conditions necessary to be performed by the Board or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

SECTION 16. Official Statement. The Preliminary Official Statement relating to the Bonds, substantially in the form on file with the Secretary to the Board is hereby approved and the Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deliver such Preliminary Official Statement to the Financial Advisor, as the case may be, to be used in connection with the offering and sale of the Bonds. The Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement “final” pursuant to Rule 15c2-12 of the Securities Exchange Act of 1934, prior to its distribution and to execute and deliver to the purchaser of the Bonds a final Official Statement, substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve. Execution of the Official Statement shall conclusively evidence the District’s approval of the Official Statement.

SECTION 17. Insurance. In the event the District purchases bond insurance for the Bonds, and to the extent that the Bond Insurer makes payment of the Principal of interest on the Bonds, it shall become the Owner of such Bonds with the right to payment of such Principal or interest, and shall be fully subrogated to all of the Owners’ rights, including the Owners’ rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims that were past due interest, the Paying Agent shall note the Bond Insurer’s rights as subrogee on the registration books for the Bonds maintained by the Paying Agent upon receipt of a copy of the cancelled check issued by the Bond Insurer for the payment of such interest to the Owners of the Bonds, and (ii) in the case of subrogation as to claims for past due Principal, the Paying Agent shall note the Bond Insurer as subrogee on the Bond Register for the Bonds maintained by the Paying Agent upon surrender of the Bonds by the Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer.

SECTION 18. Defeasance. All or any portion of the Outstanding maturities of the Bonds may be defeased prior to maturity in the following ways:

(a) Cash: by irrevocably depositing with an independent escrow agent selected by the District an amount of cash which, together with amounts transferred from the Debt Service Fund, if any, is sufficient to pay all Bonds Outstanding and designated for defeasance (including all Principal thereof, accrued interest thereon and redemption premiums, if any) at or before their maturity date; or

(b) Government Obligations: by irrevocably depositing with an independent escrow agent selected by the District noncallable Government Obligations together with amounts transferred from the Debt Service Fund, if any, and any other cash, if required, in such amount as will, together with interest to accrue thereon, in the opinion of an independent certified public accountant, be fully sufficient to pay and discharge all Bonds Outstanding and designated for defeasance (including all Principal thereof, accrued interest thereon and redemption premiums, if any) at or before their maturity date;

then, notwithstanding that any of such Bonds shall not have been surrendered for payment, all obligations of the District with respect to all such designated Outstanding Bonds shall cease and terminate, except only the obligation of the independent escrow agent selected by the District to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section, to the Owners of such designated Bonds not so surrendered and paid all sums due with respect thereto.

For purposes of this Section, Government Obligations shall mean:

Direct and general obligations of the United States of America, obligations that are unconditionally guaranteed as to principal and interest by the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), and obligations secured or otherwise guaranteed, directly or indirectly, as to principal and interest by a pledge of the full faith and credit of the United States of America. In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (i) a bank or trust company acts as custodian and holds the underlying United States obligations; (ii) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (iii) the underlying United States obligations are held in a special account, segregated from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed at least as high as direct and general obligations of the United States of America by either Moody's or S&P.

SECTION 19. Nonliability of County. Notwithstanding anything to the contrary contained herein, in the Bonds or in any other document mentioned herein, neither the County, nor its officials, officers, employees or agents shall have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby, the Bonds are not a debt of the County or a pledge of the County's full faith and credit, and the Bonds and any liability in connection therewith shall be paid solely from *ad valorem* property taxes lawfully levied to pay the Principal of or interest on the Bonds, which taxes shall be unlimited as to rate or amount.

SECTION 20. Indemnification of County. The District shall defend, indemnify and hold harmless the County, its officials, officers, agents and employees (“Indemnified Parties”) against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject based in whole or in part upon any acts or omission related to the Bonds, except with regard to the County’s responsibilities under Section 22 hereof. The District shall also reimburse the Indemnified Parties for any legal or other costs and expenses incurred in connection with investigating or defending any such claims or liabilities, except with regard to the County’s responsibilities under Section 22 hereof.

SECTION 21. Reimbursement of County Costs. The District shall reimburse the County for all costs and expenses incurred by the County, its officials, officers, agents and employees in issuing or otherwise in connection with the issuance of the Bonds.

SECTION 22. Request to County to Levy Tax; Estimate of Tax Levy. The Board of Supervisors and officers of the County are obligated by statute to provide for the levy and collection of *ad valorem* property taxes in each year sufficient to pay all Principal of and interest coming due on the Bonds in such year, and to pay from such taxes all amounts due on the Bonds. The District hereby requests the Board of Supervisors to annually levy a tax upon all taxable property in the District sufficient to pay all such Principal and interest coming due on the Bonds in such year, and to pay from such taxes all amounts due on the Bonds. The Board hereby finds and determines that such *ad valorem* taxes shall be levied specifically to pay the Bonds being issued to finance specific projects authorized by the voters of the District at the Election.

SECTION 23. Other Actions. (a) Officers of the Board and District officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(b) The Board hereby appoints Piper Jaffray & Co., as the Financial Advisor and Stradling Yocca Carlson & Rauth, a Professional Corporation, as Bond Counsel and Disclosure Counsel, each with respect to the issuance of the Bonds.

(c) Based on a good faith estimate from the Financial Advisor, the District finds that (i) the True Interest Cost of the Bonds (as defined in Government Code Section 5852.1) is expected to be approximately 4.07%, (ii) the total Finance Charge of the Bonds (as defined in Government Code Section 5852.1) is expected to be 2.85% of the expected principal amount of the Bonds, (iii) the total proceeds expected to be received by the District from the sale of the Bonds, less the Finance Charge of the Bonds, is \$15,000,000, and (iv) the District expects that the Total Payment Amount (as defined in Government Code Section 5852.1), calculated to the final maturity of the Bonds, will be \$29,700,407. The information presented in this Section 23(c) is included in satisfaction of Section 5852.1 of the Government Code, and shall not abrogate or otherwise limit any provision of this Resolution.

(d) Notwithstanding any other provisions contained herein, the provisions of this Resolution as they relate to the Bonds may be amended by the Official Statement.

(e) To the extent the issuance of Bonds includes Long Current Interest Bonds, the useful life of any facility financed with such Long Current Interest Bonds will equal or exceed the maturity of such Long Current Interest Bonds.

(f) The second-to-last sentence of Section 9 (Payment) of the 2015 Resolution (which sentence was inadvertently continued into Section 10) is replaced in its entirety with the following:

The Refunding Bonds are obligations of the District payable solely from the levy of *ad valorem* property taxes upon all property subject to taxation within the boundaries of the District as such boundaries existed at the time of the issuance of the Prior Bonds (the “Original District”), which taxes are unlimited as to rate or amount.

(g) The first sentence of Section 15 (Security for the Refunding Bonds) of the 2015 Resolution is replaced in its entirety with the following:

There shall be levied on all the taxable property within the boundaries of the Original District, in addition to all other taxes, a continuing direct *ad valorem* property tax annually during the period the Refunding Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Refunding Bonds when due, which moneys when collected will be deposited in the Debt Service Fund of the District, which fund is hereby designated for the payment of the principal of and interest on the Refunding Bonds when and as the same fall due, and for no other purpose.

SECTION 24. Resolution to County Treasurer-Tax Collector. The Clerk of or Secretary to this Board is hereby directed to provide a certified copy of this Resolution to the Treasurer and the Auditor-Controller of the County immediately following its adoption.

SECTION 25. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of that certain Continuing Disclosure Certificate executed by the District and dated as of the Dated Date, as originally executed and as it may be amended from time to time in accordance with the terms thereof. The Board hereby approves the form of the Continuing Disclosure Certificate appended to the form of the Preliminary Official Statement on file with the Secretary to the Board as of the date hereof, and the Authorized Officers, each alone, are hereby authorized to execute and deliver such Continuing Disclosure Certificate with such changes therein and modifications thereto as shall be approved by the Authorized Officer executing the same, such approval to be conclusively evidenced by such execution and delivery. Any Bond Holder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. Noncompliance with this Section shall not result in acceleration of the Bonds.

SECTION 26. Effective Date. This Resolution shall take effect immediately upon its passage.

SECTION 27. Further Actions Authorized. It is hereby covenanted that the District, and its appropriate officials, have duly taken all actions necessary to be taken by them, and will take any additional actions necessary to be taken by them, for carrying out the provisions of this Resolution.

SECTION 28. Recitals. All the recitals in this Resolution above are true and correct and this Board so finds, determines and represents.

PASSED, ADOPTED AND APPROVED this 14th day of March 2018, by the following vote:

AYES: MEMBERS _____

NOES: MEMBERS _____

ABSTAIN: MEMBERS _____

ABSENT: MEMBERS _____

President of the Board of Trustees,
Orcutt Union School District

ATTEST:

Secretary to the Board of Trustees,
Orcutt Union School District

SECRETARY'S CERTIFICATE

I, Dr. Deborah Blow, Superintendent of and Secretary to the Board of Trustees of the Orcutt Union School District, Santa Barbara County, California, hereby certify as follows:

The foregoing is a full, true and correct copy of a Resolution duly adopted at a regular meeting of the Board of Trustees of said District duly and regularly and legally held at the regular meeting place thereof on March 14, 2018, of which meeting all of the members of the Board of said District had due notice and at which a quorum was present.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and the foregoing is a full, true and correct copy of the original Resolution adopted at said meeting and entered in said minutes.

Said Resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: March __, 2018

Superintendent and Secretary to the Board of Trustees
of the Orcutt Union School District

EXHIBIT A
FORM OF BONDS

**REGISTERED
NO.**

**REGISTERED
\$**

**ORCUTT UNION SCHOOL DISTRICT
(SANTA BARBARA COUNTY, CALIFORNIA)
ELECTION OF 2016 GENERAL OBLIGATION BONDS, SERIES A**

<u>INTEREST RATE:</u> _____ % per annum	<u>MATURITY DATE:</u> August 1, 20__	<u>DATED AS OF:</u> _____, 2018	<u>CUSIP</u>
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REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The Orcutt Union School District (the “District”) in Santa Barbara County, California (the “County”), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the “Bond Payment Dates”), commencing August 1, 2018. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before July 15, 2018, in which event it shall bear interest from the Dated Date. Interest shall be computed on the basis of a 360-day year of twelve, 30-day months. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered, such owner being the Registered Owner, on the Register maintained by the Paying Agent, initially U.S. Bank National Association, Los Angeles, California. Principal is payable upon presentation and surrender of this bond at the principal office of the Paying Agent. Interest is payable by wire transfer by the Paying Agent on each Bond Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown on the bond register maintained by the Paying Agent, and to the bank and account number on file with the Paying Agent, as of the close of business on the 15th day of the month next preceding that Bond Payment Date (the “Record Date”).

This bond is one of an authorization of bonds approved to raise money for the purposes authorized by voters of the District at the Election (defined herein) and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and pursuant to the laws of the State of California, and the requisite vote of the electors of the District cast at a general election held on November 8, 2016 (the “Election”), upon the question of issuing bonds in the amount of \$60,000,000 and the resolution of the Board of Trustees of the District adopted on March 14, 2018 (the “Bond Resolution”). This bond is being issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code. This bond and the issue of which

this bond is one are payable as to both principal and interest solely from the proceeds of the levy of *ad valorem* property taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount in accordance with California Education Code Sections 15250 and 15252.

The bonds of this issue comprise \$_____ principal amount of Current Interest Bonds, of which this bond is a part (collectively, the “Bonds”).

This bond is exchangeable and transferable for Bonds of like series, tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the designated office of the Paying Agent in Los Angeles, California, by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District nor the Paying Agent will be required to (a) issue or transfer any Bond during a period beginning with the opening of business on the 16th day next preceding either any Bond Payment Date or any date of selection of Bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) transfer any Bond which has been selected or called for redemption in whole or in part.

The Bonds maturing on or before August 1, 20__ are not subject to redemption. The Bonds maturing on or after August 1, 20__ are subject to redemption prior to their respective stated maturity dates, at the option of the District, from any source of available funds, in whole or in part on any date, on or after August 1, 20__, at a redemption price equal to the principal amount of the Bonds called for redemption, together with interest accrued thereon to the date of redemption, without premium.

The Term Bonds maturing on August 1, 20__, are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, 20__, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium. The principal amounts represented by such Bonds to be so redeemed, the dates therefor and the final principal payment date are as indicated in the following table:

Redemption Date (August 1)	Principal Amount
(1)	
Total:	

(1) Maturity.

In the event that a portion of the Term Bonds maturing on August 1, 20__ are optionally redeemed prior to maturity, the remaining mandatory sinking fund payments shown above shall be reduced proportionately, or as otherwise directed by the District, in integral multiples of \$5,000 of principal amount, in respect of the portion of such Term Bonds optionally redeemed.

If less than all of the Bonds of any one maturity shall be called for redemption, the particular Bonds or portions of Bonds of such maturity to be redeemed shall be selected as directed by the District, and if not so directed, by lot. Redemption by lot shall be in such manner as the Paying Agent may determine; provided, however, that the portion of any Bond to be redeemed shall be in the principal amount of \$5,000 or some integral multiple thereof. If less than all of the Bonds stated to mature on different dates shall be called for redemption, the particular Bonds or portions thereof to be redeemed shall be called by the Paying Agent in any order directed by the District and, if not so directed, in the inverse order of maturity.

Reference is made to the Bond Resolution for a more complete description of certain defined terms used herein, as well as the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal of and interest on the Bonds when due.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the Orcutt Union School District, Santa Barbara County, California, has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signature of the President of the Board of Trustees of the District, and to be countersigned by the manual or facsimile signature of the Secretary to the Board of Trustees of the District, all as of the date stated above.

ORCUTT UNION SCHOOL DISTRICT

By: _____ (Facsimile Signature)
President of the Board of Trustees

COUNTERSIGNED:

(Facsimile Signature)
Secretary to the Board of Trustees

CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds described in the Bond Resolution referred to herein which has been authenticated and registered on _____, 2018.

By: U.S. BANK NATIONAL ASSOCIATION, as Paying Agent

Authorized Officer

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): _____ this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: _____

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation in connection with the issuance of, and dated as of the date of the original delivery of, the Bonds. A signed copy is on file in my office.

(Facsimile Signature)
Secretary to the Board of Trustees

EXHIBIT B

NOTICE INVITING PROPOSALS FOR PURCHASE OF BONDS

\$15,500,000*

ORCUTT UNION SCHOOL DISTRICT
(SANTA BARBARA COUNTY, CALIFORNIA)

ELECTION OF 2016 GENERAL OBLIGATION BONDS, SERIES A

NOTICE IS HEREBY GIVEN that sealed unconditioned proposals will be received to and including the hour of 9:00 a.m., Pacific Daylight Time, on _____, 2018, at the offices of Piper Jaffray & Co., 2321 Rosecrans Avenue, Suite 3200, El Segundo, California 90245 (the “Financial Advisor”), in the manner described below, for the purchase of all, but not less than all, of \$15,500,000* principal amount of Orcutt Union School District (Santa Barbara County, California) Election of 2016 General Obligation Bonds, Series A (the “Bonds”). Proposals must be submitted electronically via i-Deal LLC’s (“i-Deal”) Parity Electronic Bid Submission System (“PARITY”), a division of Thomson Information Services, Inc., in the manner described below, for the purchase of all, but not less than all, of \$15,500,000* principal amount of the Bonds. In the event that the sale has not been awarded by the designated time, bids will be received at a subsequent time and date to be determined by the Orcutt Union School District (the “District”) and publicized via the Bond Buyer or the Bond Buyer Wire or Thomson Municipal Market Monitor (www.tm3.com).

I. Issue:

The Bonds will be dated the date of delivery, will be in the denomination of \$5,000 each, or integral multiples thereof, and will bear interest from the date of delivery of the Bonds to the maturity of each of the Bonds at the rate such that the true interest cost (the “TIC”) shall not exceed 5.0%, with interest payable semiannually on February 1 and August 1 of each year during the term of each of the Bonds, commencing August 1, 2018. The Bonds will mature on August 1 in each of the years set forth in the following schedule:

<u>Maturity Date</u>	<u>Principal Amount*</u>	<u>Maturity Date</u>	<u>Principal Amount*</u>
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* Preliminary, subject to change.

II. Option to Elect Term Bonds:

The purchaser may elect to combine any number of consecutive maturities of Bonds for which an identical interest rate has been specified to comprise term bonds by indicating such an election in their bid. The election to create term bonds in such manner will require the creation of a mandatory sinking fund so that the sinking fund redemption payments shall equal the corresponding serial bond maturity amounts.

III. Adjustment of Principal Amounts:

The estimated principal amount of each maturity of Bonds set forth above reflect certain assumptions of the District and the Financial Advisor with respect to the likely interest rates of the winning bid or bids. Following the determination of the successful bidder or bidders, the Financial Advisor, on behalf of the District, reserves the right to increase or decrease the principal amount of each maturity of the Bonds, in \$5,000 increments of principal amount or eliminate maturities in their entirety. Such adjustment shall be made within 26 hours of the bid opening and in the sole discretion of the District, upon recommendation of the Financial Advisor. In the event of any such adjustment, no rebidding or recalculation of the bids submitted will be required or permitted and the successful bid or bids may not be withdrawn, and the successful bidder will not be permitted to change the interest rate(s) in its bid for the Bonds. The percentage compensation to be paid to the successful bidder will not change if the maturity schedule is adjusted.

IV. Interest Rates:

All bids for the purchase of the Bonds must state the rate of interest to be paid for each maturity of Bonds offered and bid price for such Bonds. All Bonds of the same maturity must bear the same rate of interest and no Bond may bear more than one rate. The maximum interest rate bid for each maturity may not exceed _____ percent (___%), and the TIC may not exceed _____ (___%). Bidders may specify any number of different rates to be borne on the Bonds; provided that, all interest rates must be in multiples of 1/8 or 1/20 of one percent and a zero rate of interest cannot be specified. Interest will be computed on the basis of a 360-day year consisting of twelve, 30-day months.

V. Redemption:

The Bonds maturing on or before August 1, 20__ are not subject to optional redemption prior to their respective stated maturity dates. The Bonds maturing on or after August 1, 20__ are subject to optional redemption prior to their respective stated maturity dates at the option of the District, from any source of available funds, as a whole or in part, on any date on or after August 1, 20__, at a redemption price equal to the principal amount of the Bonds called for redemption, together with interest accrued thereon to the date fixed for redemption, without premium.

VI. Notice of Redemption:

Notice of redemption of any Bond will be mailed to the Registered Owner of each Bond to be redeemed in whole or in part at the address shown on the registration records maintained by U.S. Bank National Association, as the paying agent for the Bonds (the "Paying Agent"); such mailing to be not more than 45 nor less than 20 days prior to the date set for redemption. Neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of Bonds.

VII. Costs of Issuance:

The winning bidder will not be required to pay any costs of issuance associated with the Bonds, except as described in Sections XVII, XXIV and XXX. Such costs of issuance, excluding the winning bidder's compensation, will be paid by the District solely from the aggregate proceeds of the Bonds eligible to be deposited into the Building Fund (as such term is defined in the Preliminary Official Statement) held by Santa Barbara County on behalf of the District. The winning bidder's compensation will be paid by the District from the premium generated from the sale of the Bonds. The District reserves the right to instruct the winning bidder of the Bonds to retain from the premium generated from the sale of the Bonds an amount equal to the winning bidder's compensation. The District further reserves the right to instruct the winning bidder to wire a portion of the purchase price, in an amount not to exceed 2.0% of the principal amount of the Bonds, to U.S. Bank National Association, in its capacity as costs of issuance custodian for the Bonds.

By the submission of its bid pursuant to the provisions hereof, each bidder will be deemed to have represented that its underwriting discount shall not exceed ___% of the principal amount of the Bonds.

VIII. Premium/Discount Bonds:

The District has elected to deposit the premium generated from the sale of the Bonds, net of the winning bidder's compensation, into the Debt Service Fund for the Bonds (as such term is defined in the Preliminary Official Statement) established therefor, to be used to pay interest on the Bonds. Premium deposited into the Debt Service Fund may not be used to pay principal of the Bonds. Bidders may not bid a purchase price (calculated as principal plus premium minus the bidder's compensation) of more than ___% of the aggregate principal amount of the Bonds.

Bidders may not bid a purchase price (calculated as principal plus premium minus the bidder's compensation) of more than ___% or less than ___% of the aggregate principal amount of the Bonds.

IX. Registration of Bonds as to Principal and Interest and Place of Payment:

The Bonds, when delivered, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository of the Bonds. Individual purchases will be made in book-entry form only, in the denominations of \$5,000 and integral multiples thereof. Purchasers will not receive physical certificates representing their interest in the Bonds purchased. Principal and interest are payable in lawful money of the United States of America and will be paid to DTC which in turn will remit such amounts to the beneficial owners of the Bonds through DTC's Participants, as described in the Preliminary Official Statement.

X. Authority:

The Bonds will be issued pursuant to the Constitution and laws of the State of California and pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California. The issuance of the Bonds was authorized by the requisite fifty-five percent vote of the qualified electors of the District voting at an election held on November 8, 2016.

XI. Security:

Both the principal of and interest on the Bonds are payable solely from an *ad valorem* property tax levied against all of the property within the District subject to taxation by the District, without limitation as to rate or amount (except certain personal property which is taxable at limited rates).

XII. Form of Bid:

All bids must be submitted electronically via PARITY, pursuant to the procedures described below, and all such bids shall be deemed to constitute a Bid for Purchase of the Bonds and shall be deemed to incorporate by reference all of the terms and conditions of this Notice Inviting Proposals for Purchase of Bonds. The submission of a bid electronically via PARITY shall constitute and be deemed the bidder's signature on the Bid for Purchase of the Bonds.

XIII. Procedures Regarding Electronic Bidding:

Bids must be submitted electronically via PARITY in accordance with this Notice Inviting Proposals for Purchase of Bonds, until 9:00 a.m., Pacific Daylight Time, on _____, 2018, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in PARITY conflict with this Notice Inviting Proposals for Purchase of Bonds, the terms of this Notice Inviting Proposals for Purchase of Bonds shall control. For further information about PARITY, potential bidders may contact the District's Financial Advisor, Timothy Carty of Piper Jaffray & Co. at (310) 702-1530 or timothy.p.carty@pjc.com, or PARITY at i-Deal at (212) 849-5021. In the event that a bid for the Bonds is submitted via PARITY, the bidder further agrees that:

1. Once the bids are communicated electronically via PARITY to the District as described herein, each bid will constitute a Bid for Purchase of the Bonds and shall be deemed to be an irrevocable offer to purchase the Bonds on the terms provided in this Notice Inviting Proposals for Purchase of Bonds. If a bid submitted electronically via PARITY is accepted by the District, the terms of the Bid for Purchase of the Bonds and the Notice Inviting Proposals for Purchase of Bonds and the information that is electronically transmitted through PARITY (including information about the purchase price of the Bonds, the coupon interest rate or rates to be borne by the various maturities of the Bonds, the initial public offering price of each maturity and any other information included in such transmission) shall form a contract and the successful bidder shall be bound by the terms of such contract.

2. PARITY is not an agent of the District, and the District shall have no liability whatsoever based on any bidder's use of PARITY, including but not limited to any failure by PARITY to correctly or timely transmit information provided by the District or information provided by the bidder.

3. The District may choose to discontinue use of electronic bidding via PARITY by issuing a notification to such effect via PARITY's internet site (www.tm3.com) no later than 1:00 P.M. (Pacific Daylight Time) on the last business day prior to the date of sale. In such case, a substitute bidding arrangement will be described in an amended Notice Inviting Proposals for Purchase of Bonds.

4. For purposes of submitting all Bids for Purchase of the Bonds, the time as maintained on PARITY shall constitute the official time. No bid received after the deadline shall be considered. In

any case, each bid must be in accordance with the terms and conditions set forth in this official Notice Inviting Proposals for Purchase of Bonds.

5. Each bidder shall be solely responsible to make necessary arrangements to access PARITY for purposes of submitting its bid in a timely manner and in compliance with this Notice Inviting Proposals for Purchase of Bonds. Neither the District nor i-Deal shall have any duty or obligation to undertake such registration to bid for any prospective bidder or to provide or assure such access to any qualified prospective bidder, and neither the District nor i-Deal shall be responsible for a bidder's failure to register to bid or for proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, PARITY. The District is using PARITY as a communication mechanism, and not as the District's agent, to conduct the electronic bidding for the Bonds. By using PARITY, each bidder agrees to hold the District harmless for any harm or damages caused to such bidder in connection with its use of PARITY for bidding on the Bonds.

XIV. Estimate of True Interest Cost:

Bidders are requested (but not required) to supply an estimate of the total true interest cost to the District on the basis of their respective bids, which shall be considered as informative only and not binding on either the bidder or the Board of Trustees of the District.

XV. Deposit:

The successful bidder will be required to provide a good faith deposit (the "Deposit") in the form of a wire transfer made payable to

Orcutt Union School District
in the amount of
\$ _____

prior to the official award. The wire transfer must be transmitted in immediately available funds and sent to the account of the District at the Santa Barbara County Treasurer-Tax Collector at the wire address specified in section XXIII herein, but with the following reference: Orcutt Union SD 2016 GO Bonds, Series A Good Faith Deposit. The Financial Advisor will request the apparent winning bidder to immediately wire the Deposit (as provided in Section XXIII herein) and provide the Federal wire reference number of such Deposit to the Financial Advisor within 90 minutes of such request by the Financial Advisor. The Bonds will not be officially awarded to a bidder who has not submitted a Deposit in the form of a wire transfer, together with its Federal wire reference number, as provided above.

No interest on the Deposit will accrue to any bidder. The Deposit (without accruing interest) of the winning bidder will be applied to the purchase price of the Bonds. In the event the winning bidder fails to honor its accepted bid, the Deposit plus any interest accrued on the Deposit will be retained by the District. Any investment income earned on the Deposit will be paid to the successful bidder in the event the District is unable to deliver the Bonds. Deposits accompanying bids other than the bid which is accepted will be returned promptly upon the determination of the best bidder.

XVI. Qualification for Sale; Blue Sky:

The purchaser will assume responsibility for taking any action necessary to qualify the Bonds for offer and sale in jurisdictions other than California, and for complying with the laws of all jurisdictions on resale of the Bonds, and shall indemnify, defend and hold harmless the District and their respective officers and officials from any loss or damage resulting from any failure to comply with any such law. Compliance with Blue Sky Laws shall be the sole responsibility of the purchaser, and the purchaser shall pay all fees and disbursements related to the qualification of the bonds for sale under the securities or Blue Sky laws of various jurisdictions. The District will furnish such information and take such action not inconsistent with law as the purchaser may request and the District shall deem necessary or appropriate to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States of America as may be designated by the purchaser, provided, however, that the District shall not execute a general or special consent to service of process or qualify to do business in connection with such qualification or determination in any jurisdiction. The purchaser will not offer to sell, or solicit any offer to buy, the Bonds in any jurisdiction where it is unlawful for such purchaser to make such offer, solicitation or sale, and the purchaser shall comply with the Blue Sky and other securities laws and regulations of the states and jurisdictions.

XVII. CUSIP Numbers and Other Fees:

CUSIP numbers will be applied for and will be printed on the Bonds and the cost of printing thereof and service bureau assignment will be the purchaser's responsibility. Any delay, error or omission with respect thereto will not constitute cause for the purchaser to refuse to accept delivery of and pay for the Bonds. The successful bidder shall also be required to pay all fees required by The Depository Trust Company, Bond Market Association, Municipal Securities Rulemaking Board, and any other similar entity imposing a fee in connection with the issuance of the Bonds (see, "—California Debt and Investment Advisory Commission" below).

XVIII. Legal Opinion:

The Bonds are sold with the understanding that the purchaser will be furnished with the approving opinion of Bond Counsel, Stradling Yocca Carlson & Rauth, a Professional Corporation. A copy of the opinion will be attached to the Bonds. Said attorneys have been retained by the District as Bond Counsel and in such capacity are to render their opinion only upon the legality of the Bonds under State of California law and on the exemption of the interest income on such Bonds from federal and State of California income taxes. Fees of Bond Counsel will be paid by the District from the costs of issuance.

XIX. Tax-Exempt Status:

In the opinion of Bond Counsel, based on existing statutes, regulations, rulings and judicial decisions and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest (and original issue discount) on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals. In the further opinion of Bond Counsel, interest (and original issue discount) on the Bonds is exempt from State of California personal income tax.

Taxpayers considering an investment in the Bonds that are classified as corporations for federal income tax purposes should consult their tax advisors regarding the application of the corporate alternative minimum tax to any investment in the Bonds.

Should changes in the law cause Bond Counsel's opinion to change prior to delivery of the Bonds to the purchaser, the purchaser will be relieved of its responsibility to pick up and pay for the Bonds, and in that event its Deposit will be returned.

XX. Establishment of Issue Price

(a) The winning bidder shall assist the District in establishing the issue price of the Bonds and shall execute and deliver to the District at Closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit A, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the District and Bond Counsel, including, but not limited to, modifications in the event that the Competitive Sale Requirements (defined below) are not satisfied. All actions to be taken by the District under this Notice Inviting Proposals for Purchase of Bonds (this "Notice Inviting Proposals") to establish the issue price of the Bonds may be taken on behalf of the District by the Financial Advisor and any notice or report to be provided to the District may be provided to the Financial Advisor.

(b) The District intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "Competitive Sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the "Competitive Sale Requirements") because:

- (1) the District shall disseminate this Notice Inviting Proposals to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the District may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the District anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the lowest TIC, as set forth in this Notice Inviting Proposals.

Any bid submitted pursuant to this Notice Inviting Proposals shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

(c) In the event that the Competitive Sale Requirements are not satisfied, the District shall so advise the winning bidder. The District shall treat the first price at which 10% of a maturity of the Bonds (the "10% Test") is sold to the public as the issue price of that maturity, applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The winning bidder shall advise the District if any maturity of the Bonds satisfies the 10% Test as of the date and time of the award of the Bonds. The District will not require

bidders to comply with the “hold-the-offering-price rule” and therefore does not intend to use the initial offering price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity. Bids will not be subject to cancellation in the event that the competitive sale requirements are not satisfied. Bidders should prepare their bids on the assumption that all of the maturities of the Bonds will be subject to the 10% Test in order to establish the issue price of the Bonds.

(d) If the competitive sale requirements are not satisfied, then until the 10% Test has been satisfied as to each maturity of the Bonds, the winning bidder agrees to promptly report to the District the prices at which the unsold Bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% Test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold.

(e) By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% Test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public, if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder or such underwriter that either the 10% Test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public, if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

(f) Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice Inviting Proposals. Further, for purposes of this Notice Inviting Proposals:

- (1) “public” means any person other than an underwriter or a related party,
- (2) “underwriter” means (A) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),
- (3) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of

another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

- (4) “sale date” means the date that the Bonds are awarded by the District to the winning bidder.

XXI. Award:

If the Bonds are awarded on the date of sale, the Bonds will be awarded to the responsible bidder submitting the best responsive bid, considering the coupon interest rate or rates and the purchase price specified in the bid. The best bid will be the bid that conforms with the provisions of this Notice Inviting Proposals for Purchase of Bonds and represents the lowest TIC to the District for the Bonds, taking into consideration the interest rate specified, and premium thereon, if any. The TIC is the discount rate that, when compounded semiannually and used to discount all debt service payments on the Bonds back to the date of delivery of such Bonds, results in an amount equal to the purchase price bid for said Bonds. In the event that two or more bidders offer bids for the Bonds at the same lowest TIC, the District will determine by lottery which bidder will be awarded the Bonds. For the purpose of calculating the TIC, the mandatory sinking fund payments, if any, shall be treated as serial maturities in such years. The determination of the bid representing the lowest TIC will be made without regard to any adjustments made or contemplated to be made after the award by the Financial Advisor on behalf of the District, as described herein under “Adjustment of Principal Amounts,” even if such adjustments have the effect of raising the TIC of the successful bid to a level higher than the bid containing the next lowest TIC prior to adjustment.

XXII. Prompt Award:

The Assistant Superintendent of Business Services of the District, or his or her designee, will take action awarding the Bonds or rejecting all bids not later than twenty-six (26) hours after the expiration of the time herein prescribed for the receipt of bid proposals, unless such time of award is waived by the successful bidder. Notice of the award will be given promptly to the successful bidder.

XXIII. Delivery:

Delivery of the Bonds will be made to the purchaser through DTC upon payment of the purchase price in federal funds payable to or for the account of the District at the Santa Barbara County Treasurer-Tax Collector, per the wire instructions below. Wire Transfer to:

Bank:
ABA#:
Credit:
Account Number:
Reference: Orcutt Union SD
Election of 2016 GO Bonds, Series A
Attn:

The Closing will take place at the offices of Stradling Yocca Carlson & Rauth, a Professional Corporation, 44 Montgomery Street, Suite 4200, San Francisco, California 94104, or at the purchaser's request and expense, at any other place mutually agreeable to both the District and the purchaser, on _____, 2018.

XXIV. California Debt and Investment Advisory Commission:

The successful bidder will be required, pursuant to State of California law, to pay any fees to the California Debt and Investment Advisory Commission ("CDIAC"). CDIAC will invoice the successful bidder after the closing of the Bonds.

XXV. No Litigation and Non-Arbitrage:

The District will deliver a certificate stating that no litigation is pending affecting the issuance and sale of the Bonds. The District will also deliver an arbitrage certificate covering its reasonable expectations concerning the Bonds and the use of proceeds thereof.

XXVI. Official Statement:

The District will make available a Preliminary Official Statement relating to the Bonds, a copy of which, along with related documents, will be furnished upon request made to Piper Jaffray & Co., 2321 Rosecrans Avenue, Suite 3200, El Segundo, California 90245, Attn: Timothy Carty, timothy.p.carty@pjc.com, the District's Financial Advisor, or telephoned to said Financial Advisor at (310) 702-1530. Such Preliminary Official Statement, together with any supplements thereto, shall be in a form "deemed final" by the District for the purposes of Securities and Exchange Commission Rule 15c2-12(b)(1), but is subject to revision, amendment and completion in a final version thereof (the "Official Statement").

Each bidder must read the entire Preliminary Official Statement prior to bidding on the Bonds, to obtain information essential to the making of an informed decision to bid. This Notice Inviting Proposals for Purchase of Bonds contains certain information for general reference only, and is not a complete summary of the issue. The Internet posting of the Preliminary Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of, the securities described in the Preliminary Official Statement, in any jurisdiction in which such offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

Copies of the Official Statement will be made available to the purchaser without charge, up to an amount of 10 copies, within seven business days of the date of sale and additional copies will be made available upon request at the purchaser's expense.

The District will deliver, at the closing, a certificate executed by an authorized officer of the District, acting in their official capacity, to the effect that the Official Statement does not contain any untrue statement of a material fact, or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they are made, not misleading.

The District undertakes that for a certain period of up to twenty-five (25) days following the end of the "underwriting period" as defined in Rule 15c2-12(b)(5) promulgated under the Securities Exchange Act of 1934 (the "Rule"), it will (i) apprise the winning bidder if any event shall occur, or

information comes to the attention of the District that, in the reasonable judgment of the District, is reasonably likely to cause the Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and (ii) if requested by the winning bidder, prepare a supplement to the final Official Statement with respect to such event or information. The District will presume, unless notified in writing by the winning bidder, that the end of the underwriting period will occur on the date of the delivery of the Bonds. By making a bid on the Bonds, the winning bidder agrees (i) to disseminate to all members of the underwriting syndicate, if any, copies of the final Official Statement, including any supplements prepared by the District, and to file a copy of the final Official Statement, including any supplements prepared by the District, with the Municipal Securities Rulemaking Board (the “MSRB”) through its Electronic Municipal Market Access (“EMMA”) system (as provided by the Rule) within one business day after receipt thereof from the District or its designee, but in any event, no later than the date of closing and (ii) to take any and all other actions necessary to comply with the applicable rules of the Securities and Exchange Commission and the MSRB governing the offering, sale and delivery of the Bonds to the ultimate purchasers.

XXVII. Continuing Disclosure:

In order to assist bidders in complying with the Rule, the District will undertake in a Continuing Disclosure Certificate to provide certain annual financial information and notices of the occurrence of events enumerated therein. A description of this undertaking and a form of the Continuing Disclosure Certificate are included in the Preliminary Official Statement.

XXVIII. Rating:

[S&P Global Ratings, a business unit of Standard & Poor’s Financial Services LLC/Moody’s Investors Service] has assigned to the Bonds the rating shown on the cover page of the Preliminary Official Statement or, if not so indicated, will be available upon request from the Financial Advisor. Such rating reflects only the views of such organization and an explanation of the significance of such rating may be obtained from such agency as follows: [S&P Global Ratings, 55 Water Street, New York, New York 10041/Moody’s Investors Service, 7 World Trade Center at 250 Greenwich, New York, New York 10007]. There is no assurance that the rating will continue for any given period of time or that it will not be revised downward or withdrawn entirely by the rating agency, if, in the judgment of such agency, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price of the Bonds.

XXIX. Right to Cancel, Postpone, or Reschedule Sale:

The District reserves the right to cancel, postpone or reschedule the sale of the Bonds upon notice given through the Bloomberg News Service, Thomson Municipal Market Monitor (www.tm3.com) or *The Bond Buyer* not later than 1:00 p.m. (Pacific Daylight Time) on the day prior to the date bids are to be received. If the sale is postponed, bids will be received at the place set forth above, at the date and time as the District shall determine. Notice of the new sale date and time, if any, will be given through Bloomberg News Service, Thomson Municipal Market Monitor (www.tm3.com) or *The Bond Buyer* no later than twenty-three (23) hours prior to the new time bids are to be received. As an accommodation to bidders, telephone or fax notice of the postponement of the sale date and of the new sale date will be given to any bidder requesting such notice from the Financial Advisor. Failure of any bidders to receive such notice shall not affect the legality of the sale.

XXX. Municipal Bond Insurance; Bidder's Option:

The District has applied to certain bond insurance companies for a commitment to issue a municipal bond insurance policy insuring the scheduled payment of principal of and interest on the Bonds when due. Information concerning the availability of municipal bond insurance may be obtained by contacting the Financial Advisor, Piper Jaffray & Co., as described below. In the event the District obtains a commitment for municipal bond insurance, each bidder has the option to elect whether such insurance policy will be issued and whether such insurance policy will be issued with respect to all or a portion of the Bonds. If the winning bidder elects to obtain a policy of municipal bond insurance, the premium for such insurance and the costs of any related ratings will be paid by the bidder, and the District will have no responsibility for payment of such premium and costs.

XXXI. Additional Information:

Copies of the Notice Inviting Proposals for Purchase of Bonds, and the Preliminary Official Statement relating to the Bonds will be furnished to any bidder upon request made to Piper Jaffray & Co., Attn: Timothy Carty, phone: (310) 702-1530, timothy.p.carty@pjc.com, the Financial Advisor to the District.

Dated: _____, 2018

ORCUTT UNION SCHOOL DISTRICT

By: _____

Walter Con
Assistant Superintendent of Business Services

EXHIBIT A

§ _____
ORCUTT UNION SCHOOL DISTRICT
(Santa Barbara County, California)
Election of 2016 General Obligation Bonds, Series A

CERTIFICATE OF THE PURCHASER

The undersigned, on behalf of _____, hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the “Bonds”).

1. ***Reasonably Expected Initial Offering Price.***

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by _____ are the prices listed in Schedule A (the “Expected Offering Prices”). The Expected Offering Prices are the prices for the Maturities of the Bonds used by _____ in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by _____ to purchase the Bonds.

(b) _____ was not given the opportunity to review other bids prior to submitting its bid.¹

(c) The bid submitted by _____ constituted a firm offer to purchase the Bonds.

2. ***Defined Terms.***

(a) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(b) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(c) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2018

(d) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of

¹ Treas. Reg. §1.148-1(f)(3)(i)(B) requires that all bidders have an equal opportunity to bid to purchase bonds. If the bidding process affords an equal opportunity for bidders to review other bids prior to submitting their bids, then this representation should be modified to describe the bidding process.

the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents _____'s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Orcutt Union School District (the "District") with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Stradling, Yocca, Carlson & Rauth, Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the District from time to time relating to the Bonds.

_____, as Underwriter

By: _____

Name: _____

Dated: _____, 2018

SCHEDULE A
EXPECTED OFFERING PRICES

(Attached)

SCHEDULE B
COPY OF UNDERWRITER'S BID
(Attached)

EXHIBIT C

NOTICE OF INTENTION TO SELL

\$15,500,000*

ORCUTT UNION SCHOOL DISTRICT
(Santa Barbara County, California)
Election of 2016 General Obligation Bonds, Series A

NOTICE IS HEREBY GIVEN that the Orcutt Union School District (the “District”), in Santa Barbara County, California, intends to offer for public sale on _____, 2018, at the hour of 9:00 a.m. Pacific Daylight Time, at the office of Piper Jaffray & Co., 2321 Rosecrans Avenue, Suite 3200, El Segundo, California 90245 not to exceed \$15,500,000* principal amount of general obligation bonds of the District designated “Orcutt Union School District (Santa Barbara County, California) Election of 2016 General Obligation Bonds, Series A” (the “Bonds”). Within 26 hours, the Superintendent or Assistant Superintendent of Business Services of the District will consider the bids received and, if acceptable bids are received, which comply with the provisions of the Notice Inviting Proposals for Purchase of the Bonds described below, award the sale of the Bonds on the basis of the true interest cost. In the event that no bids are awarded by the designated time, proposals will be received at a subsequent time and date to be determined by the District and publicized via PARITY, the Bond Buyer Wire, or Thomson Municipal Market Monitor (www.tm3.com).

NOTICE IS HEREBY FURTHER GIVEN that the Bonds will be offered for public sale subject to the terms and conditions of the Notice Inviting Proposals for Purchase of the Bonds, dated _____, 2018 (the “Notice Inviting Proposals for Purchase of Bonds”). Copies of the Preliminary Official Statement and Notice Inviting Proposals for Purchase of Bonds will be furnished upon request made to Piper Jaffray & Co., 2321 Rosecrans Avenue, Suite 3200, El Segundo, California 90245, Attn: Timothy Carty, phone: (310) 702-1530, e-mail: timothy.p.carty@pjc.com, the Financial Advisor to the District for the Bonds.

Dated: _____, 2018

ORCUTT UNION SCHOOL DISTRICT

By: _____
Assistant Superintendent of Business Services

* Preliminary, subject to change.



BUSINESS SERVICES MEMORANDUM

TO: Board of Trustees
Deborah Blow, Ed.D.

FROM: Walter Con
Assistant Superintendent, Business Services

BOARD MEETING DATE: March 14, 2018

BOARD AGENDA ITEM: AB1200 Public Disclosure of proposed Collective Bargaining Agreement – Orcutt Educators Association.

BACKGROUND: Before entering into a written agreement with a collective bargaining unit, all school districts must disclose at a public meeting, the costs that would be incurred in the current and subsequent two years as a result of the agreement. The Superintendent and Chief Business Official of the district must certify in writing that these costs can be met by the district during the term of the agreement.

Reference: AB 1200 (Chapter 1213/1991), GC 3540.2(a), GC 3547.5 and CCR, Title V and Section 15449.

RECOMMENDATION: I recommend the board approve the attached AB 1200 Disclosure as submitted.

FUNDING: As presented in the attached AB 1200 Disclosure.

PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
in accordance with AB 1200 (Chapter 1213/Statutes 1992), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5

Name of School District: **Orcutt Union School District**
 Name of Bargaining Unit: **Orcutt Educators' Association**
 Certificated, Classified, Other: **Certificated**

The proposed agreement covers the period beginning: **July 1, 2017** and ending: **June 30, 2019**
 (date) (date)

The Governing Board will act upon this agreement on: **March 14, 2018**
 (date)

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

Bargaining Unit Compensation All Funds - Combined		Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for multiyear and overlapping agreements only)		
		Annual Cost Prior to Proposed Settlement	Year 1 Increase/(Decrease) 2017-18	Year 2 Increase/(Decrease) 2018-19
1. Salary Schedule Including Step and Column	\$ 18,552,298		\$ 361,786	\$ 361,786
		0.00%	1.95%	1.91%
2. Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.		\$ 684,133	\$ 284,465	\$ 30,000
Description of Other Compensation		early retirement incentive		
3. Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 3,286,191	\$ 122,255	\$ 127,441	\$ 84,508
		3.72%	3.74%	2.39%
4. Health/Welfare Plans	\$ 2,932,105	\$ -	\$ -	\$ -
		0.00%	0.00%	0.00%
5. Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5	\$ 24,770,594	\$ 806,388	\$ 773,692	\$ 476,294
		3.26%	3.02%	1.81%
6. Total Number of Bargaining Unit Employees (Use FTEs if appropriate)	241.51			
7. Total Compensation Average Cost per Bargaining Unit Employee	\$ 102,565	\$ 3,339	\$ 3,204	\$ 1,972
		3.26%	3.02%	1.81%

Orcutt Union School District
Orcutt Educators' Association

8. What was the negotiated percentage change? For example, if the change in "Year 1" was for less than a year, what is the annualized percentage of that change for "Year 1"?

One time payment of \$1280/FTE in 17/18. For teachers in steps 1-14, a one time payment of \$1500 in 18/19. For teachers in steps 15-20 an adjustment to the salary schedule to make the increase between steps 2.25%. Stipends for elementary ASB and IEP participation after the work day. Hiring bonus for 18/19 and 19/20 for hard to fill positions as defined in the Tentative Agreement. Early Retirement bonus of \$25,000 per person

9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

No.

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

Early Retirement incentive of \$25,000 per retiree with a minimum of 15 retirees.

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits?
If yes, please describe the cap amount.

Yes No

Single: \$8,160, Two party: \$12,700, Family: \$17,779

B. Proposed negotiated changes in noncompensation items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

Changes in the Child Bonding Leave language to comply with current law.

C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

None.

Orcutt Union School District
Orcutt Educators' Association

D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

No reopeners. Contract expires on June 30,2019

E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

Removal of contract language referencing a formula and specific health insurance plan.

F. Source of Funding for Proposed Agreement:

1. Current Year

Fund Balance

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

N/A

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

The source of funding is our base grant.

Orcutt Union School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Unrestricted General Fund**

Bargaining Unit:

Orcutt Educators' Association

Object Code		Column 1 Latest Board- Approved Budget Before Settlement (As of 12/15/2017)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	\$ 35,003,287		\$ -	\$ 35,003,287
Federal Revenue	8100-8299			\$ -	\$ -
Other State Revenue	8300-8599	\$ 1,657,570		\$ -	\$ 1,657,570
Other Local Revenue	8600-8799	\$ 1,221,452		\$ -	\$ 1,221,452
TOTAL REVENUES		\$ 37,882,308		\$ -	\$ 37,882,308
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 16,673,683	\$ 569,904		\$ 17,243,587
Classified Salaries	2000-2999	\$ 5,005,169			\$ 5,005,169
Employee Benefits	3000-3999	\$ 7,879,845	\$ 101,842		\$ 7,981,687
Books and Supplies	4000-4999	\$ 1,936,053		\$ -	\$ 1,936,053
Services, Other Operating Expenses	5000-5999	\$ 1,687,095		\$ -	\$ 1,687,095
Capital Outlay	6000-6999	\$ 352,100		\$ -	\$ 352,100
Other Outgo	7100-7299 7400-7499			\$ -	\$ -
Indirect/Direct Support Costs	7300-7399	\$ (118,712)		\$ -	\$ (118,712)
TOTAL EXPENDITURES		\$ 33,415,232	\$ 671,746	\$ -	\$ 34,086,978
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ 6,000	\$ -	\$ -	\$ 6,000
Transfers Out and Other Uses	7600-7699	\$ 458,835	\$ -	\$ -	\$ 458,835
Contributions	8980-8999	\$ (4,966,008)	\$ -	\$ -	\$ (4,966,008)
OPERATING SURPLUS (DEFICIT)*		\$ (951,767)	\$ (671,746)	\$ -	\$ (1,623,513)
BEGINNING FUND BALANCE					
	9791	\$ 7,230,789			\$ 7,230,789
Prior-Year Adjustments/Restatements	9793/9795				\$ -
ENDING FUND BALANCE		\$ 6,279,022	\$ (671,746)	\$ -	\$ 5,607,276
COMPONENTS OF ENDING BALANCE:					
Nonspendable Amounts	9711-9719	\$ 30,690	\$ -	\$ -	\$ 30,690
Restricted Amounts	9740				
Committed Amounts	9750-9760		\$ -	\$ -	\$ -
Assigned Amounts	9780	\$ 4,151,948		\$ -	\$ 4,151,948
Reserve for Economic Uncertainties	9789	\$ 1,424,637	\$ -	\$ -	\$ 1,424,637
Unassigned/Unappropriated Amount	9790	\$ 671,746	\$ (671,746)	\$ -	\$ 0

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Orcutt Union School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Bargaining Unit:		Restricted General Fund Orcutt Educators' Association			
Object Code		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (As of 12/15/2017)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	\$ 1,055,257		\$ -	\$ 1,055,257
Federal Revenue	8100-8299	\$ 1,861,050		\$ -	\$ 1,861,050
Other State Revenue	8300-8599	\$ 4,540,682		\$ -	\$ 4,540,682
Other Local Revenue	8600-8799	\$ 55,834		\$ -	\$ 55,834
TOTAL REVENUES		\$ 7,512,822		\$ -	\$ 7,512,822
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 3,365,531	\$ 48,013	\$ -	\$ 3,413,544
Classified Salaries	2000-2999	\$ 1,738,610	\$ -	\$ -	\$ 1,738,610
Employee Benefits	3000-3999	\$ 3,276,915	\$ 8,580	\$ -	\$ 3,285,495
Books and Supplies	4000-4999	\$ 533,170		\$ -	\$ 533,170
Services, Other Operating Expenses	5000-5999	\$ 3,724,921		\$ (200,000)	\$ 3,524,921
Capital Outlay	6000-6999	\$ 31,000		\$ -	\$ 31,000
Other Outgo	7100-7299 7400-7499	\$ -		\$ -	\$ -
Indirect/Direct Support Costs	7300-7399	\$ 39,671		\$ -	\$ 39,671
TOTAL EXPENDITURES		\$ 12,709,818	\$ 56,593	\$ (200,000)	\$ 12,566,411
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ 296,000	\$ -	\$ -	\$ 296,000
Contributions	8980-8999	\$ 4,966,008	\$ -	\$ -	\$ 4,966,008
OPERATING SURPLUS (DEFICIT)*		\$ (526,988)	\$ (56,593)	\$ 200,000	\$ (383,581)
BEGINNING FUND BALANCE					
	9791	\$ 699,616			\$ 699,616
Prior-Year Adjustments/Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 172,628	\$ (56,593)	\$ 200,000	\$ 316,035
COMPONENTS OF ENDING BALANCE:					
Nonspendable Amounts	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts	9740	\$ 316,035	\$ -	\$ -	\$ 316,035
Committed Amounts	9750-9760				
Assigned Amounts	9780				
Reserve for Economic Uncertainties	9789		\$ -		\$ -
Unassigned/Unappropriated Amount	9790	\$ (143,407)	\$ (56,593)	\$ 200,000	\$ (0)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Orcutt Union School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Combined General Fund**

Bargaining Unit:

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement (As of 12/15/2017)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue 8010-8099	\$ 36,058,544		\$ -	\$ 36,058,544
Federal Revenue 8100-8299	\$ 1,861,050		\$ -	\$ 1,861,050
Other State Revenue 8300-8599	\$ 6,198,251		\$ -	\$ 6,198,251
Other Local Revenue 8600-8799	\$ 1,277,286		\$ -	\$ 1,277,286
TOTAL REVENUES	\$ 45,395,130		\$ -	\$ 45,395,130
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 20,039,213	\$ 617,917	\$ -	\$ 20,657,130
Classified Salaries 2000-2999	\$ 6,743,779	\$ -	\$ -	\$ 6,743,779
Employee Benefits 3000-3999	\$ 11,156,759	\$ 110,422	\$ -	\$ 11,267,181
Books and Supplies 4000-4999	\$ 2,469,223		\$ -	\$ 2,469,223
Services, Other Operating Expenses 5000-5999	\$ 5,412,016		\$ (200,000)	\$ 5,212,016
Capital Outlay 6000-6999	\$ 383,100		\$ -	\$ 383,100
Other Outgo 7100-7299 7400-7499	\$ -		\$ -	\$ -
Indirect/Direct Support Costs 7300-7399	\$ (79,040)		\$ -	\$ (79,040)
TOTAL EXPENDITURES	\$ 46,125,050	\$ 728,339	\$ (200,000)	\$ 46,653,389
OTHER FINANCING SOURCES/USES				
Transfer In and Other Sources 8900-8979	\$ 6,000	\$ -	\$ -	\$ 6,000
Transfers Out and Other Uses 7600-7699	\$ 754,835	\$ -	\$ -	\$ 754,835
Contributions 8980-8999	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (1,478,755)	\$ (728,339)	\$ 200,000	\$ (2,007,094)
BEGINNING FUND BALANCE 9791	\$ 7,930,405			\$ 7,930,405
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 6,451,650	\$ (728,339)	\$ 200,000	\$ 5,923,311
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ 30,690	\$ -	\$ -	\$ 30,690
Restricted Amounts 9740	\$ 316,035	\$ -	\$ -	\$ 316,035
Committed Amounts 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ 4,151,948	\$ -	\$ -	\$ 4,151,948
Reserve for Economic Uncertainties 9789	\$ 1,424,637	\$ -	\$ -	\$ 1,424,637
Unassigned/Unappropriated Amount 9790	\$ 528,339	\$ (728,339)	\$ 200,000	\$ 0

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Orcutt Union School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Fund 11 - Adult Education Fund**

Bargaining Unit:

Orcutt Educators' Association

Object Code		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (As of _____)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES					
Federal Revenue	8100-8299	\$ -		\$ -	\$ -
Other State Revenue	8300-8599	\$ -		\$ -	\$ -
Other Local Revenue	8600-8799	\$ -		\$ -	\$ -
TOTAL REVENUES		\$ -		\$ -	\$ -
EXPENDITURES					
Certificated Salaries	1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries	2000-2999	\$ -	\$ -	\$ -	\$ -
Employee Benefits	3000-3999	\$ -	\$ -	\$ -	\$ -
Books and Supplies	4000-4999	\$ -		\$ -	\$ -
Services, Other Operating Expenses	5000-5999	\$ -		\$ -	\$ -
Capital Outlay	6000-6999	\$ -		\$ -	\$ -
Other Outgo	7100-7299	\$ -		\$ -	\$ -
	7400-7499	\$ -		\$ -	\$ -
Indirect/Direct Support Costs	7300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES		\$ -	\$ -	\$ -	\$ -
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ -	\$ -	\$ -	\$ -
BEGINNING FUND BALANCE					
	9791	\$ -			\$ -
Prior-Year Adjustments/Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ -	\$ -	\$ -	\$ -
COMPONENTS OF ENDING BALANCE:					
Nonspendable Amounts	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts	9740	\$ -	\$ -	\$ -	\$ -
Committed Amounts	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts	9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Orcutt Union School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Fund 12 - Child Development Fund**

Bargaining Unit:

Orcutt Educators' Association

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 12/15/2017)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
Federal Revenue 8100-8299	\$ -		\$ -	\$ -
Other State Revenue 8300-8599	\$ -		\$ -	\$ -
Other Local Revenue 8600-8799			\$ -	\$ -
TOTAL REVENUES	\$ -		\$ -	\$ -
EXPENDITURES				
Certificated Salaries 1000-1999		\$ -	\$ -	\$ -
Classified Salaries 2000-2999		\$ -	\$ -	\$ -
Employee Benefits 3000-3999		\$ -	\$ -	\$ -
Books and Supplies 4000-4999			\$ -	\$ -
Services, Other Operating Expenses 5000-5999			\$ -	\$ -
Capital Outlay 6000-6999	\$ -		\$ -	\$ -
Other Outgo 7100-7299 7400-7499			\$ -	\$ -
Indirect/Direct Support Costs 7300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979		\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ -	\$ -	\$ -	\$ -
BEGINNING FUND BALANCE				
9791	\$ -			\$ -
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ -
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts 9740	\$ -	\$ -	\$ -	\$ -
Committed Amounts 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Orcutt Union School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Fund 13/61 - Cafeteria Fund**

Bargaining Unit:

Orcutt Educators' Association

		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (As of 12/15/2017)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
Object Code					
REVENUES					
LCFF Revenue	8010-8099	\$ -		\$ -	\$ -
Federal Revenue	8100-8299	\$ -		\$ -	\$ -
Other State Revenue	8300-8599	\$ -		\$ -	\$ -
Other Local Revenue	8600-8799	\$ -		\$ -	\$ -
TOTAL REVENUES		\$ -		\$ -	\$ -
EXPENDITURES					
Certificated Salaries	1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries	2000-2999	\$ -	\$ -	\$ -	\$ -
Employee Benefits	3000-3999	\$ -	\$ -	\$ -	\$ -
Books and Supplies	4000-4999	\$ -		\$ -	\$ -
Services, Other Operating Expenses	5000-5999	\$ -		\$ -	\$ -
Capital Outlay	6000-6999	\$ -		\$ -	\$ -
Other Outgo	7100-7299 7400-7499	\$ -		\$ -	\$ -
Indirect/Direct Support Costs	7300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES		\$ -	\$ -	\$ -	\$ -
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ -	\$ -	\$ -	\$ -
BEGINNING FUND BALANCE					
	9791	\$ -			\$ -
Prior-Year Adjustments/Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ -	\$ -	\$ -	\$ -
COMPONENTS OF ENDING BALANCE:					
Nonspendable Amounts	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts	9740	\$ -	\$ -	\$ -	\$ -
Committed Amounts	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts	9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Orcutt Union School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund: **Fund 09**Bargaining Unit: **Orcutt Educators' Association**

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 12/15/2017)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
Federal Revenue 8100-8299	\$ 3,145		\$ -	\$ 3,145
Other State Revenue 8300-8599	\$ 7,359,285		\$ -	\$ 7,359,285
Other Local Revenues 8600-8799	\$ 97,765		\$ -	\$ 97,765
TOTAL REVENUES	\$ 7,460,195		\$ -	\$ 7,460,195
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 3,141,362	\$ 66,216	\$ -	\$ 3,207,578
Classified Salaries 2000-2999	\$ 493,498	\$ -	\$ -	\$ 493,498
Employee Benefits 3000-3999	\$ 1,483,377	\$ 11,833	\$ -	\$ 1,495,210
Books and Supplies 4000-4999	\$ 368,711		\$ -	\$ 368,711
Services, Other Operating Expenses 5000-5999	\$ 2,313,148		\$ -	\$ 2,313,148
Capital Outlay 6000-6999	\$ 8,500		\$ -	\$ 8,500
Other Outgo 7100-7299	\$ -		\$ -	\$ -
7400-7499				
Indirect/Direct Support Costs 7300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES	\$ 7,808,596	\$ 78,049	\$ -	\$ 7,886,645
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (348,401)	\$ (78,049)	\$ -	\$ (426,450)
BEGINNING FUND BALANCE				
9791	\$ 1,408,412			\$ 1,408,412
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 1,060,011	\$ (78,049)	\$ -	\$ 981,962
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts 9740	\$ 171,871	\$ -	\$ -	\$ 171,871
Committed Amounts 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ 888,140	\$ (78,049)	\$ -	\$ 810,091
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ 0	\$ -	\$ -	\$ 0

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Orcutt Union School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund:

Bargaining Unit:

Orcutt Educators' Association

Object Code		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (As of 12/15/2017)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES					
Federal Revenue	8100-8299	\$ -		\$ -	\$ -
Other State Revenue	8300-8599	\$ -		\$ -	\$ -
Other Local Revenue	8600-8799	\$ -		\$ -	\$ -
TOTAL REVENUES		\$ -		\$ -	\$ -
EXPENDITURES					
Certificated Salaries	1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries	2000-2999	\$ -	\$ -	\$ -	\$ -
Employee Benefits	3000-3999	\$ -	\$ -	\$ -	\$ -
Books and Supplies	4000-4999	\$ -		\$ -	\$ -
Services, Other Operating Expenses	5000-5999	\$ -		\$ -	\$ -
Capital Outlay	6000-6999	\$ -		\$ -	\$ -
Other Outgo	7100-7299	\$ -		\$ -	\$ -
	7400-7499	\$ -		\$ -	\$ -
Indirect/Direct Support Costs	7300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES		\$ -	\$ -	\$ -	\$ -
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ -	\$ -	\$ -	\$ -
BEGINNING FUND BALANCE					
	9791	\$ -			\$ -
Prior-Year Adjustments/Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ -	\$ -	\$ -	\$ -
COMPONENTS OF ENDING BALANCE:					
Nonspendable Amounts	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts	9740	\$ -	\$ -	\$ -	\$ -
Committed Amounts	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts	9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts in Columns 1 and 4 must be positive

Orcutt Union School District
 Orcutt Educators' Association

Explanations for Column 3 "Other Revisions" entered on Pages 4a through 4h:

Page 4a: Unrestricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	estimated savings due to retirement in certificated salaries & benefits.
Other Financing Sources/Uses	\$ -	

Page 4b: Restricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ (200,000)	adj to SPED expenditures: overstated at First Interim
Other Financing Sources/Uses	\$ -	

Page 4d: Fund 11 - Adult Education Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4e: Fund 12 - Child Development Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4f: Fund 13/61 - Cafeteria Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4g: Other	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4h: Other	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Additional Comments:



Orcutt Union School District

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**Unrestricted General Fund MYP**

Bargaining Unit:

Orcutt Educators' Association

Object Code	2017-18	2018-19	2019-20
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 35,003,287	\$ 35,937,765	\$ 36,849,963
Federal Revenue 8100-8299	\$ -	\$ -	\$ -
Other State Revenue 8300-8599	\$ 1,657,570	\$ 1,013,923	\$ 1,013,923
Other Local Revenue 8600-8799	\$ 1,221,452	\$ 1,222,119	\$ 1,222,840
TOTAL REVENUES	\$ 37,882,308	\$ 38,173,806	\$ 39,086,726
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 17,243,587	\$ 16,869,712	\$ 16,933,431
Classified Salaries 2000-2999	\$ 5,005,169	\$ 5,062,174	\$ 5,109,561
Employee Benefits 3000-3999	\$ 7,981,687	\$ 8,386,293	\$ 8,840,191
Books and Supplies 4000-4999	\$ 1,936,053	\$ 2,045,280	\$ 2,303,775
Services, Other Operating Expenses 5000-5999	\$ 1,687,095	\$ 1,551,657	\$ 1,654,013
Capital Outlay 6000-6999	\$ 352,100	\$ 169,100	\$ 169,100
Other Outgo 7100-7299 7400-7499	\$ -	\$ -	
Indirect/Direct Support Costs 7300-7399	\$ (118,712)	\$ (118,712)	\$ (118,712)
Other Adjustments			\$ -
TOTAL EXPENDITURES	\$ 34,086,978	\$ 33,965,504	\$ 34,891,360
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ 6,000	\$ 6,000	\$ 6,000
Transfers Out and Other Uses 7600-7699	\$ 458,835	\$ 458,835	\$ 458,834
Contributions 8980-8999	\$ (4,966,008)	\$ (5,474,738)	\$ (5,829,958)
OPERATING SURPLUS (DEFICIT)*	\$ (1,623,513)	\$ (1,719,271)	\$ (2,087,426)
BEGINNING FUND BALANCE			
9791	\$ 7,230,789	\$ 5,607,276	\$ 3,888,005
Prior-Year Adjustments/Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 5,607,276	\$ 3,888,005	\$ 1,800,579
COMPONENTS OF ENDING BALANCE:			
Nonspendable Amounts 9711-9719	\$ 30,690	\$ 30,690	\$ 30,690
Restricted Amounts 9740			
Committed Amounts 9750-9760	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ 4,151,948	\$ 2,462,388	\$ 340,851
Reserve for Economic Uncertainties 9789	\$ 1,424,637	\$ 1,394,927	\$ 1,429,037
Unassigned/Unappropriated Amount 9790	\$ 0	\$ (0)	\$ 0

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Orcutt Union School District

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**Restricted General Fund MYP**

Bargaining Unit:

Orcutt Educators' Association

Object Code	2017-18	2018-19	2019-20
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
I.CFF Revenue 8010-8099	\$ 1,055,257	\$ 1,055,257	\$ 1,055,257
Federal Revenue 8100-8299	\$ 1,861,050	\$ 1,664,025	\$ 1,654,910
Other State Revenue 8300-8599	\$ 4,540,682	\$ 3,898,826	\$ 3,930,923
Other Local Revenue 8600-8799	\$ 55,834	\$ 54,837	\$ 54,837
TOTAL REVENUES	\$ 7,512,822	\$ 6,672,944	\$ 6,695,927
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 3,413,544	\$ 3,346,389	\$ 3,347,625
Classified Salaries 2000-2999	\$ 1,738,610	\$ 1,770,861	\$ 1,801,422
Employee Benefits 3000-3999	\$ 3,285,495	\$ 3,475,974	\$ 3,568,772
Books and Supplies 4000-4999	\$ 533,170	\$ 535,105	\$ 531,905
Services, Other Operating Expenses 5000-5999	\$ 3,524,921	\$ 2,590,957	\$ 2,718,665
Capital Outlay 6000-6999	\$ 31,000	\$ 31,000	\$ 31,000
Other Outgo 7100-7299	\$ -	\$ -	\$ -
7400-7499			
Indirect/Dirrect Support Costs 7300-7399	\$ 39,671	\$ 31,731	\$ 31,542
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 12,566,411	\$ 11,782,018	\$ 12,030,931
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 296,000	\$ 296,000	\$ 296,000
Contributions 8980-8999	\$ 4,966,008	\$ 5,474,738	\$ 5,829,958
OPERATING SURPLUS (DEFICIT)*	\$ (383,581)	\$ 69,665	\$ 198,954
BEGINNING FUND BALANCE 9791	\$ 699,616	\$ 316,035	\$ 385,700
Prior-Year Adjustments/Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 316,035	\$ 385,700	\$ 584,654
COMPONENTS OF ENDING BALANCE:			
Nonspendable Amounts 9711-9719	\$ -	\$ -	\$ -
Restricted Amounts 9740	\$ 316,035	\$ 385,700	\$ 584,654
Committed Amounts 9750-9760			
Assigned Amounts 9780			
Reserve for Economic Uncertainties 9789	\$ -	\$ -	
Unassigned/Unappropriated Amount 9790	\$ (0)	\$ (0)	\$ (0)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Orcutt Union School District

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS**Combined General Fund MYP**

Bargaining Unit:

Orcutt Educators' Association

Object Code	2017-18	2018-19	2019-20
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 36,058,544	\$ 36,993,022	\$ 37,905,220
Federal Revenue 8100-8299	\$ 1,861,050	\$ 1,664,025	\$ 1,654,910
Other State Revenue 8300-8599	\$ 6,198,251	\$ 4,912,748	\$ 4,944,845
Other Local Revenue 8600-8799	\$ 1,277,286	\$ 1,276,956	\$ 1,277,677
TOTAL REVENUES	\$ 45,395,130	\$ 44,846,751	\$ 45,782,653
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 20,657,130	\$ 20,216,101	\$ 20,281,057
Classified Salaries 2000-2999	\$ 6,743,779	\$ 6,833,035	\$ 6,910,983
Employee Benefits 3000-3999	\$ 11,267,181	\$ 11,862,267	\$ 12,408,963
Books and Supplies 4000-4999	\$ 2,469,223	\$ 2,580,386	\$ 2,835,680
Services, Other Operating Expenses 5000-5999	\$ 5,212,016	\$ 4,142,614	\$ 4,372,678
Capital Outlay 6000-6999	\$ 383,100	\$ 200,100	\$ 200,100
Other Outgo 7100-7299 7400-7499	\$ -	\$ -	\$ -
Indirect/Direct Support Costs 7300-7399	\$ (79,040)	\$ (86,981)	\$ (87,170)
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 46,653,389	\$ 45,747,522	\$ 46,922,291
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ 6,000	\$ 6,000	\$ 6,000
Transfers Out and Other Uses 7600-7699	\$ 754,835	\$ 754,835	\$ 754,834
Contributions 8980-8999	\$ -	\$ (0)	\$ (0)
OPERATING SURPLUS (DEFICIT)*	\$ (2,007,094)	\$ (1,649,606)	\$ (1,888,472)
BEGINNING FUND BALANCE			
9791	\$ 7,930,405	\$ 5,923,311	\$ 4,273,705
Prior-Year Adjustments/Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 5,923,311	\$ 4,273,705	\$ 2,385,233
COMPONENTS OF ENDING BALANCE:			
Nonspendable Amounts 9711-9719	\$ 30,690	\$ 30,690	\$ 30,690
Restricted Amounts 9740	\$ 316,035	\$ 385,700	\$ 584,654
Committed Amounts 9750-9760	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ 4,151,948	\$ 2,462,388	\$ 340,851
Reserve for Economic Uncertainties 9789	\$ 1,424,637	\$ 1,394,927	\$ 1,429,037
Unassigned/Unappropriated Amount 9790	\$ 0	\$ (0)	\$ 0

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Orcutt Union School District
Orcutt Educators' Association

I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2017-18	2018-19	2019-20
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 47,408,224	\$ 46,502,357	\$ 47,677,125
b.	Less: Special Education Pass-Through Funds	\$ -	\$ -	\$ -
c.	Net Expenditures, Transfers Out, and Uses	\$ 47,408,224	\$ 46,502,357	\$ 47,677,125
d.	State Standard Minimum Reserve Percentage for this District Enter percentage →	3.00%	3.00%	3.00%
e.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, or \$50,000)	\$ 1,422,247	\$ 1,395,071	\$ 1,430,314

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 1,424,637	\$ 1,394,927	\$ 1,429,037
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 0	\$ (0)	\$ 0
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)		\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$ -	\$ -	\$ -
e.	Total Available Reserves	\$ 1,424,637	\$ 1,394,927	\$ 1,429,037
f.	Reserve for Economic Uncertainties Percentage	3.01%	3.00%	3.00%

3. Do unrestricted reserves meet the state minimum reserve amount?

2017-18	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2018-19	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2019-20	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

4. If no, how do you plan to restore your reserves?

N/A

Orcutt Union School District
Orcutt Educators' Association**5. Does the Total Compensation Increase/(Decrease) on Page 1, Section A, #5 agree with the Total Increase/(Decrease) for all funds as a result of the settlement(s)? Please explain any variance.**

Total Compensation Increase/(Decrease) on Page 1, Section A, #5	\$	806,388
General Fund balance Increase/(Decrease), Page 4c, Column 2	\$	(728,339)
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	\$	-
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	\$	-
Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2	\$	-
Other Fund balance Increase/(Decrease), Page 4g, Column 2	\$	(78,049)
Other Fund balance Increase/(Decrease), Page 4h, Column 2	\$	-
Total all fund balances Increase/(Decrease) as a result of the settlement(s)	\$	(806,388)

Variance \$ -

Variance Explanation:**6. Will this agreement create or increase deficit financing in the current or subsequent years?**

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If a deficit is shown below, provide an explanation and any deficit reduction plan, as necessary.

<u>General Fund Combined</u>	<u>Surplus/ (Deficit)</u>	<u>(Deficit) %</u>	<u>Deficit primarily due to:</u>
Current FY Surplus/(Deficit) before settlement(s)?	\$ (1,478,755)	(3.2%)	
Current FY Surplus/(Deficit) after settlement(s)?	\$ (2,007,094)	(4.2%)	
1st Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ (1,649,606)	(3.5%)	
2nd Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ (1,888,472)	(4.0%)	

Deficit Reduction Plan (as necessary):

The Governor's recently released budget will take care of our deficit for 2018-19 and 2019-2020. In addition, we are purchasing textbooks in 18/19 and 19/20 in the amount of \$800,000 and \$1,000,000 respectively. We do not anticipate additional textbook purchases in the near future.

Were "Other Adjustments" amount(s) entered in the multiyear projections (pages 5a and 5b) for 1st and 2nd

7. Subsequent FY?

"Other Adjustments" could indicate that a budget reduction plan was/is being developed to address deficit spending, and to rebuild reserves. Any amount shown below must have an explanation. If additional space is needed, attach a separate sheet, or use page 9a.

<u>MYP</u>	<u>Amount</u>	<u>"Other Adjustments" Explanation</u>
1st Subsequent FY Unrestricted, Page 5a	\$ -	\$50,000 reduction in legal fees
1st Subsequent FY Restricted, Page 5b	\$ -	\$200,000 reduction in SPED expenditures
2nd Subsequent FY Unrestricted, Page 5a	\$ -	\$50,000 reduction in legal fees

2nd Subsequent FY Restricted, Page 5b

\$

-

\$200,000 reduction in SPED expenditures

Orcutt Educators' Association

J. COMPARISON OF PROPOSED CHANGE IN TOTAL COMPENSATION TO CHANGE IN LCFF FUNDING FOR THE NEGOTIATED PERIOD

The purpose of this form is to determine if the district has entered into bargaining agreements that would result in salary increases that are expected to exceed the projected increase in LCFF funding.

(fill out columns for which there is an agreement)

	Prior Year	2017-18	2018-19	2019-20
a. LCFF Funding per ADA	8,322.38	8,439.79	8,611.53	
b. Amount Change from Prior Year Funding per ADA	117.41		171.74	-
c. Percentage Change from Prior Year Funding per ADA	1.41%		2.03%	0.00%
d. Total Compensation Amount Change (from Page 1, Section A, Line 5)	806,388.00	773,692.00	476,294.00	
e. Total Compensation Percentage Change (from Page 1, Section A, Line 5)	3.26%	3.02%	1.81%	
f. Proposed agreement is within/exceeds change in LCFF Funding (f vs. e)	Exceeds	Exceeds	Exceeds	Exceeds

K. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT

This certification page must be signed by the district's Superintendent and Chief Business Official at the time of public disclosure and is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent years. The absence of a certification signature or if "I am unable to certify" is checked should serve as a "red flag" to the district's Governing Board.

In accordance with the requirements of Government Code Sections 3540.2 and 3547.5, the Superintendent and Chief Business Official of the Orcutt Union Elementary School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from July 1, 2017 to June 30, 2019.

Board Actions

The board actions necessary to meet the cost of the agreement in each year of its term are as follows:

Current Year

Budget Adjustment Categories:

Revenues/Other Financing Sources
 Expenditures/Other Financing Uses
 Ending Balance(s) Increase/(Decrease)

Budget Adjustment Increase/(Decrease)	
\$	-
\$	606,388
\$	(606,388)

Subsequent Years

Budget Adjustment Categories:

Revenues/Other Financing Sources
 Expenditures/Other Financing Uses
 Ending Balance(s) Increase/(Decrease)

Budget Adjustment Increase/(Decrease)	
\$	-
\$	(250,000)
\$	250,000

Budget Revisions

If the district does not adopt and submit within 45 days all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

Assumptions

See attached page for a list of the assumptions upon which this certification is based.

Certifications

I hereby certify I am unable to certify

Debrah L. Blaw
 District Superintendent
 (Signature)

2/28/18
 Date

I hereby certify I am unable to certify

[Signature]
 Chief Business Official
 (Signature)

2/28/18
 Date

Special Note: The Santa Barbara County Education Office may request additional information, as necessary, to review the district's compliance with requirements.

Orcutt Union School District
Orcutt Educators' Association

Assumptions and Explanations (enter or attach documentation)

The assumptions upon which this certification is made are as follows:

Adjusted the assignment for the current year and decreased the reserve for deficit spending by \$800,000 in order to accommodate the settlement agreement.

Savings due to the early retirement plan are as follows - combined for all funds:

18/19: \$525,000 savings in certificated salaries and \$103,530 in statutory benefits: total of \$628,530 in savings

19/20: \$500,000 in certificated salaries and \$107,850 in statutory benefits, total of \$607,850 in savings

Concerns regarding affordability of agreement in subsequent years (if any):

For unrestricted expenditures, reduced legal fees of \$50,000 in each of the out years for unrestricted expenditures.

For restricted expenditures, reduced special education expenditures by \$200,000 to correct overstatement in First Interim.

Adjustments were made to the contribution amounts to restricted to balance: decreased in current and out years.

L. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Sections 3540.2(a) and 3547.5.

Orcutt Union Elementary School District

District Name

District Superintendent (Signature)

Date

Contact Person

Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on March 14, 2018, took action to approve the proposed agreement with the Orcutt Educators' Association Bargaining Unit(s).

President (or Clerk), Governing Board (Signature)

Date

Special Note: The Santa Barbara County Education Office may request additional information, as necessary, to review the district's compliance with requirements.



BUSINESS SERVICES MEMORANDUM

TO: Board of Trustees
Deborah Blow, Ed.D.

FROM:  Walter Con
Assistant Superintendent, Business Services

BOARD MEETING DATE: March 14, 2018

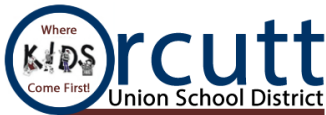
BOARD AGENDA ITEM: OUSD Second Interim Report 2017-18

BACKGROUND: Education Code 42130 provides that the district submit a Second Interim Report to the governing board of the district that covers the financial and budgetary status of the district for the period ending January 31, 2018.

We continue to use the School Services of California dashboard as a tool for our projections. Education Code 42131 (a) (1) further states that “pursuant to the reports required by Section 42130, the governing board of each school district shall certify in writing, within 45 days after the close of the period being reported, whether or not the school district is able to meet its financial obligations for the remainder of the fiscal year, and based on current forecast, for the subsequent year.” In certifying the school year 2017-18 Second Interim Report as positive, the Board understands its fiduciary responsibility to maintain fiscal solvency for the current and two subsequent fiscal years.

RECOMMENDATION: It is recommended that the Board of Trustees approve the Second Interim Report as presented and authorize the filing of a “positive” certification with the Santa Barbara County Office of Education.

FUNDING: N/A



BUSINESS SERVICES MEMORANDUM

TO: Board of Trustees
Debbie Blow, Ed.D.

FROM: Walter Con
Assistant Superintendent, Business Services

BOARD MEETING DATE: March 14, 2018

BOARD AGENDA ITEM: Campus Connection Fee Increase

BACKGROUND: The Orcutt Union School District Campus Connection provides before and after school supervision in a positive, comfortable environment. Time for homework is provided as well as daily activities that offer varied learning opportunities and experiences for children in TK through sixth grade. The fall enrollments for the last three years are as follows:

Year	Enrollment
2015-16	810
2016-17	815
2017-18	835

Due to rising costs and in order to maintain the quality program that is offered to the families of Orcutt Union School District, it is concluded that it is time to increase the Campus Connection fee. The last fee increase was in 2012, six years ago. The Campus Connection program is currently running at a deficit of \$90,000. If this fee increase is approved and enrollment remains stable it would generate an increase of approximately \$110,00 annually. This would produce a surplus of approximately \$20,000 annually that would be reinvested into the program. We are proposing to raise fees by \$.50 per hour. The District offers more flexibility than other programs in the area while still being reasonably priced, even with the increase.

The following table shows the current fee structure and proposed fees. Proposed fees to be effective June 2018.

	Current Fee Structure		Proposed .50 Increase
	Yearly Registration Fee	Per Hour Cost	Per Hour Cost
Youngest Child	\$35.00	\$3.00	\$3.50
Siblings	\$30.00 first \$20.00 additional	\$2.50	\$3.00
(OUSD Employee) Youngest Child	\$35.00	\$2.85	\$3.35
(OUSD Employee) Siblings	\$30.00 first \$20.00 additional	\$2.35	\$2.85


RECOMMENDATION: To increase the Campus Connection fee by \$.50 per hour.

FUNDING: As described above.



BUSINESS SERVICES MEMORANDUM

TO: Board of Trustees
Deborah Blow, Ed.D.

FROM: Walter Con 
Assistant Superintendent, Business Services

BOARD MEETING DATE: March 14, 2018

BOARD AGENDA ITEM: Other Post-Employment Benefits Valuation contract (GASB 45 and GASB 74/75)

BACKGROUND: Other postemployment benefits (OPEB as well as pensions) are part of an exchange of salaries and benefits for employee services rendered.

Under GASB 45, valuations are recommended every year. GASB 45 and GASB 74/75 establishes standards for the measurement, recognition, and display of OPEB expense/expenditures and related liabilities (assets), note disclosures in the financial reports of state and local governmental employers.

The attached letter from Total Compensation Systems, Inc. (TCS) outlines services for improving our financial reporting and for providing a comprehensive valuation and additional information to assist us in complying with applicable GASB accounting standards.

RECOMMENDATION: I recommend the board approve the continuation of GASB 45 and GASB 74/75 related actuarial services as submitted.

FUNDING: \$5,800.00 from the General Fund.

TCS Total Compensation Systems, Inc.

January 3, 2018

Sandy Knight
Director of Fiscal Services
Orcutt Academy Charter
500 Dyer St
Orcutt, CA 93455-5300

Dear Sandy,

This letter is our proposal for GASB 74/75 actuarial valuation services. GASB 74/75 dramatically change the way services are provided, resulting in changes to our contracting practices. This letter includes a lot of information, but is crucial to understand compliance implications of GASB 74/75 for Orcutt Academy Charter.

Additional Required Work

First, while valuations are required no less frequently than every two years under GASB 74/75, a “roll-forward” or “roll-back” calculation will also be required for every valuation cycle to determine second year (or first year in the case of a “roll-back”) accounting entries. The roll-forward or roll-back calculation will depend on the full valuation, so the calculation is an integral part of the actuarial services for each valuation cycle. Under GASB 74/75, we will not only need to make a roll-forward or roll-back calculation, but generate all the information needed to create the Note Disclosures and Required Supplementary Information (RSI) schedules (see below) for the “off-year”. The roll-forward/roll-back calculation will be billed separately, but will be included in the same contract.

Second, greatly expanded Note Disclosure requirements will require rerunning the valuation 4 additional times to quantify the net OPEB liability if interest rates are one percent higher or lower than assumed; as well as if health care trend is one percent higher or lower. The need for 4 additional complete valuation runs will increase our work significantly.

Third, there will be deferred inflows and outflows that will need to be calculated and tracked – some for longer than ten years. Calculating, tracking and reporting these deferred items require additional work, in and of itself. Also, up to two additional valuation runs may be required to determine the amount of liability changes subject to immediate or deferred recognition.

Fourth, there will no longer be an Annual Required Contribution (ARC) or Annual OPEB Cost (AOC). The OPEB expense that replaces the ARC and AOC will be far more volatile. Recognition of some liability changes can no longer be spread at all; and those that *can* be spread will be spread over much shorter time periods. In addition, for unfunded plans, the interest assumption is likely to be subject to greater *and* more frequent change. In addition to the volatility of OPEB expense, GASB 74/75 mandates certain assumptions that may not be appropriate for funding purposes (e.g. inclusion of the Cadillac Tax). As a result of OPEB expense volatility and mandatory assumptions, the accounting valuation is not likely to be directly usable for funding purposes. Therefore employers that are systematically funding OPEB obligations may choose to have a separate “funding valuation.” We are including a funding valuation in the contract as a separate, optional service.

Separate Billing for Roll-Forward/Roll-back Valuation

For the above reasons, the amount of work associated with performing OPEB valuations will dramatically increase. In the past, we would have had to increase fees by anywhere from \$6,000 to \$14,000 to accommodate the additional work. However, we have been working for several years to modify our systems and procedures in order to streamline the valuation process under GASB 74/75 to the greatest extent possible. We have been able to reduce the additional required fees to a fraction of what they would have been, but our fees will still unavoidably include more than an inflation increase. For Orcutt Academy Charter, our total fee for the full accounting valuation will be \$3,200 and, for the roll-forward or roll-back the fee will be \$1,600 (i.e. excluding any meetings and excluding a funding valuation). Partially offsetting the fee increase is the fact

that we are offering a 10% discount as will be explained below.

Since GASB 74/75 now require actuarial calculations for the “off year” of the two year valuation cycle, and to make costs more manageable for our clients, we will bill the roll-forward/roll-back valuation separately. As before, the first and second installments for the full valuation will be at the beginning and end of the full valuation. A third installment will be due within 30 days of completion of the roll-forward or roll-back valuation. For roll-back valuations, this will be immediately after the full valuation is completed. Roll-forward valuations would typically be done about a year after the full valuation. This arrangement will keep the fee for the full valuation only modestly higher than under GASB 43/45, with most of the cost increase resulting from the “off-year” valuation for biennial clients. (Triennial clients will also have cost increases related to moving from a three-year to a two-year cycle.)

While this fee does NOT include any on-site meetings, it *does* include unlimited phone support. The additional fee for a meeting would be \$1,900. Our fee also does not include a valuation explicitly for funding purposes. If Orcutt Academy Charter would like a funding valuation, the additional fee would be \$1,000.

Reserving Valuation Slot and Ten Percent Discount

The increased work associated with GASB 74/75 will stretch actuarial resources system wide, so we expect there to be increased demand for services. Again, we have been preparing for GASB 74/75 for a long time and we have been enhancing our resources to meet the greatly expanded requirements. We are aware, however, that several OPEB actuaries have recently retired, which will squeeze OPEB actuarial resources even further. As if this wasn't enough, GASB 74/75 will require all public agencies to have valuations every two years rather than allowing those agencies with fewer than 200 participants to have triennial valuations. There are a very large number of public agencies in California (perhaps 2,000) qualifying for triennial valuations under GASB 43/45 that will now be compressed into a two year cycle. On top of everything else, odd-numbered years (like 2017) have a lot more valuations because virtually all 500 agencies participating in the CalPERS CERBT program will need to have their valuations done as of June 30, 2017. They will be joined by all other agencies funding through a trust because the GASB 74/75 implementation date is June 30, 2017 for trust plans.

The extreme increase in the amount of work plus the scarcity of actuarial resources will require us to schedule valuations more tightly than ever before. We will give first priority to existing clients. We will accept new clients only if we have room in our schedule after accommodating our existing clients.

In order to confidently schedule existing clients, we will be asking for commitments in advance of the valuation date. To reserve a place in our schedule, we will require a signed contract and a non-refundable deposit of one-half of the full valuation fee by February 1, 2018. The deposit is non-refundable because of the preliminary work we will do to streamline valuations, as well as to compensate for downtime of resources that could result from cancelled contracts that could have been used to handle additional clients. By reserving a spot, Orcutt Academy Charter will not only guarantee a valuation slot, but will be given priority over every client that didn't reserve one. As an additional incentive to reserving early, we are giving a 10% discount of the full valuation fee (i.e. excluding the meeting fee and funding valuation fee) – as well as of the roll-forward/roll-back valuation fee – to those who reserve a spot by February 1, 2018. That means that, to reserve a spot, we must receive the signed contract and a check for \$1,440 – i.e. one-half of 90% of \$3,200 – by February 1, 2018. The following table shows the new fees under GASB 74/75 compared with what the fees would have been under GASB 43/45

	<u>GASB 43/45</u>	<u>Full GASB 74/75</u>	<u>GASB 74/75 w/ 10% Discount</u>
Fee for Full Valuation	\$3,200	\$3,200	\$2,880
Roll-forward/Roll-back Valuation for 2nd or 1 st Year	N/A	\$1,600	\$1,440
Funding Valuation Fee* (optional)	N/A	\$1,000	\$1,000
Meeting Fee* (optional)	\$1,900	\$1,900	\$1,900

*Not subject to 10% discount

Moving Forward

If you choose *NOT* to reserve a spot, we still hope to work with you on the GASB 74/75 valuation, though it will be at the full fee quoted above. Please understand that, although we will make every effort to accommodate our existing clients, we cannot guarantee we will have a slot for those who don't reserve one.

Should you choose to proceed, attached is a one pager describing our information needs. Depending on your plan, we may need to request additional information.

Please let me know if you have any questions about the above or about retiree health benefits, in general. We would very much appreciate once again having the opportunity to work with Orcutt Academy Charter.

Sincerely,



Geoffrey L. Kischuk, FSA, FCA, MAAA
Consultant
gkischuk@totcomp.com

encl.

DATA NEEDED TO COMPLETE RETIREE HEALTH VALUATION:

BENEFIT DESCRIPTION DOCUMENTS

To conduct a valuation, we need a full description of retiree health eligibility rules, extent of employer contributions, duration of coverage, etc. These are most commonly included in relevant sections of collective bargaining agreements, Board policies, etc. If you provide us with language from collective bargaining agreements, please also include a description of benefits provided to *non-bargained* employees (e.g. management, confidential, etc.)

DEMOGRAPHIC INFORMATION

In addition, we need demographic information. Following are the data elements we need to perform the retiree health valuation. It is OK to send data for active employees and retirees separately *as long as the data is "as of" the same date*. If possible, the data should be sent via E-mail to gkischuk@totcomp.com, in a standard file format (e.g. ASCII text, Excel, DBF, Access, etc). We can arrange a secured transfer upon request. Please note that we recognize that all data is sensitive and confidential and we take steps to safeguard the privacy of that data.

Active Employees:

NOTE: Please include a record for all benefit eligible employees, whether they receive benefits or not; and whether they are eligible for retiree benefits or not. There is no need to include records for employees who are not eligible for health benefits as an active employee.

- SSN, Identification Number or other unique identifying information
- Date of Birth
- Sex
- Hire Date
- % FTE Indicator
- Employee Classification/Bargaining Unit
- Current rate of regular pay used to generate pension credits
- Frequency of above pay rate (e.g. hourly, monthly, annual, etc.)
- An indication of the medical plan and coverage level (i.e. employee only, employee + one, etc.)

Retired Employees:

NOTE: Please only include records for retirees who receive medical and/or dental benefits or indicate in the record whether and which benefits a retiree has. Retirees should be included even if they are intended to pay the entire cost of their benefits.

- SSN, Identification Number or other unique identifying information
- Date of Birth
- Sex
- Retirement Date (if available)
- Employee Classification/Bargaining Unit
- District Contributions for retiree health benefits or enrolled plan (if available)

MEDICAL COST INFORMATION

If medical benefits are NOT provided through the CalPERS medical plan, please provide medical premium rates (including both employee and employer share) for active employees and also for retirees. If claim information is available, please provide the most recent 12 months of month by month claim data and month by month enrollment (by coverage type) for the most recent available 12 months. If there is an annual rate renewal calculation, please provide the most recent documentation.

MISCELLANEOUS

If OPEB benefits are being funded through a trust, please provide the most recent trust asset statement.

TCS Actuarial Clients

Following is a list of California public employers for which we have performed retiree health valuation services.

Acalanes Union High School District	Cascade Union Elementary School District
Acton-Agua Dulce Unified School District	Casitas Municipal Water District
Adelanto Elementary School District	Castro Valley Sanitary District
Alameda County Office of Education	Castroville Community Services District
Alameda County Waste Management Authority	Central Elementary School District
Alisal Union School District	Central Union School District
Allan Hancock Joint Community College District	Ceres Unified School District
Alpine Springs County Water District	Cerritos Community College District
Alta Loma School District	Chabot-Las Positas Community College District
Alvord Unified School District	Chaffey Community College District
Amador County Office of Education	Chatom Union School District
Anderson Union High School District	Chino Valley Unified School District
Antelope Valley College	Chualar Union School District
Antelope Valley Mosquito & Vector Control District	Citrus Community College District
Antelope Valley-East Kern Water Agency	City College of San Francisco Bookstore
Apple Valley Unified School District	City of Adelanto
Aptos - La Selva Fire Protection District	City of Aliso Viejo
Arcadia Unified School District	City of Arcata
Arcohe Union Elementary School District	City of Auburn
Armona Union Elementary School District	City of Bell
Associated Students of San Jose State University	City of Bellflower
Auburn Union Elementary School District	City of Buena Park
Baldy View Regional Occupation Program	City of Capitola
Banning Unified School District	City of Chino
Banta Elementary School District	City of Chino Hills
Barstow Community College District	City of Colton
Bass Lake Joint Union Elementary School District	City of Covina
Bassett Unified School District	City of Elk Grove
Bay Area Rapid Transit	City of Elk Grove - HRA
Bay Area Rapid Transit	City of Emeryville
Bay Area Rapid Transit District	City of Folsom
Beach Cities Health District	City of Garden Grove
Bear Valley Unified School District	City of Imperial Beach
Beaumont-Cherry Valley Recreation and Park District	City of Industry
Belmont Redwood Shores School District	City of Ione
Berkeley Unified School District	City of Irwindale
Big Bear City Airport	City of La Cañada Flintridge
Big Bear City Community Services District	City of La Palma
Blue Lake Union School District	City of La Puente
Bonny Doon Union Elementary School District	City of Lafayette
Butte-Glenn Community College District	City of Laguna Woods
Cabrillo College Foundation	City of Lake Forest
Cabrillo Community College District	City of Lakeport
Cachuma Operations and Maintenance Board	City of Lawndale
Calistoga Joint Unified School District	City of Loma Linda
Camarillo Health Care District	City of Los Alamitos
Carmel Unified School District	City of Los Banos
Carmichael Water District	City of Manhattan Beach

City of Menifee
 City of Mission Viejo
 City of Morro Bay
 City of Norwalk
 City of Oakdale
 City of Porterville
 City of Rancho Mirage
 City of Rolling Hills
 City of San Clemente
 City of San Pablo
 City of Scotts Valley
 City of Seal Beach
 City of Signal Hill
 City of Simi Valley -- General Unit
 City of Simi Valley -- Non-sworn Management
 City of Simi Valley -- Sworn
 City of Simi Valley -- Sworn Management
 City of Solvang
 City of Stanton
 Claremont Unified School District
 Cloverdale Unified School District
 Coachella Valley Unified School District
 Coalinga Huron Joint Unified School District
 Coast Community College District
 Coastline Regional Occupational Program
 Coastsides County Water District
 Coastsides Fire Protection District
 College and Career Advantage
 College of Marin
 College of the Desert
 College of the Redwoods
 College of the Sequoias
 College of the Siskiyous
 Columbia Elementary School District
 Colusa County Office of Education
 Compton Community College District
 Compton Creek Mosquito Abatement District
 Conrad Hilton Foundation
 Contra Costa Community College District
 Contra Costa Community College District
 Contra Costa County Office of Education
 Corcoran Joint Unified School District
 Corona-Norco Unified School District
 Cotati-Rohnert Park Unified School District
 Cottonwood Fire Protection District
 Crestline Sanitation District
 Cuesta College
 Culver City Unified School District
 Cutten Elementary School District
 Cypress Charter High School
 Cypress School District
 Davis Joint Unified School District
 Del Norte County Schools
 Del Paso Manor Water District
 Denair Unified School District
 Desert Center Unified School District
 Desert Health Care District
 Desert Sands Unified School District
 Diocese of San Bernardino
 Dixon Unified School District
 Dos Palos Oro Loma Joint Unified School District
 Downey Unified School District
 Duarte Unified School District
 Ducor Union Elementary School District
 El Camino Community College District
 El Dorado Hills County Water District
 El Dorado Irrigation District
 El Dorado Union High School District
 El Rancho Unified School District
 El Segundo Unified School District
 Elk Grove Benefit Employee Retirement Trust
 Elk Grove Unified School District
 Emery Unified School District
 Escalon Unified School District
 Etiwanda School District
 Eureka City Schools
 Fairfax Elementary School District
 Fairfield-Suisun Sewer District
 Fall River Joint Unified School District
 Feather River Community College District
 Feather River Community College District
 Ferndale Unified School District
 First 5 San Benito
 Folsom-Cordova Unified School District
 Fontana Unified School District
 Foothill-DeAnza Community College District
 Fortuna Union High School District
 Fountain Valley Elementary School District
 Fowler Unified School District
 Franklin Elementary School District
 Fremont Union High School District
 Freshwater School District
 Fruitvale Elementary School District
 Fullerton Joint Union High School District
 Galt Joint Union Elementary School District
 Garfield School District
 Glendale Community College District
 Glenn County Office of Education
 Gold Coast Transit
 Goleta Water District
 Goleta West Sanitary District
 Greater Anaheim Special Education Local Plan Area

Grossmont-Cuyamaca Community College District
 Guerneville Elementary School District
 Hacienda La Puente Unified School District
 Happy Valley Union Elementary School District
 Hart Ransom Academic Charter School
 Hart Ransom Union Elementary School District
 Hartnell Community College District
 Hayward Unified School District
 Healdsburg Unified School District
 Hemet Unified School District
 Hillsborough City School District
 Housing Authority of the City of Los Angeles
 Housing Authority of the County of San Joaquin
 Hughson Unified School District
 Humboldt Bay Harbor Recreation and Conservation District
 Humboldt County Office of Education
 Humboldt State University Center
 Humboldt Transit Authority
 Huntington Beach City Elementary School District
 Idyllwild Fire Protection District
 Igo-Ono-Platina Union School District
 Imperial Community College District
 Indian Wells Valley Water District
 Ironhouse Sanitary District
 Jacoby Creek School District
 Jefferson School District
 Jefferson Union High School District
 Kensington Police Protection & Community Services District
 Kerman Unified School District
 Kern Community College District
 Kern Council of Governments
 Kern County Law Library
 Kernville Union School District
 Kings County Office of Education
 Kings River Union Elementary School District
 Kings River-Hardwick Union School District
 Kingsburg Elementary Charter School District
 Kit Carson Union Elementary School District
 Klamath-Trinity Joint Unified School District
 Knights Ferry Elementary School District
 La Habra City School District
 Lafayette School District
 Laguna Beach Unified School District
 Lake Tahoe Community College District
 Lakeside Fire Protection District
 Lakeside Union School District
 Lancaster School District
 Las Lomas School District
 Las Virgenes Municipal Water District
 Lassen Community College District
 Lassen County Office of Education
 Lassen Municipal Utility District
 Lassen Union High School District
 Laton Unified School District
 Le Grand Union Elementary School District
 Lemoore Union Elementary School District
 Lemoore Union High School District
 Liberty Union High School District
 Live Oak School District
 Live Oak Unified School District
 Livermore/Amador Valley Transit Authority
 Lodi Unified School District
 Loleta Union Elementary School District
 Long Beach City College
 Loomis Union School District
 Los Alamitos Unified School District
 Los Angeles County Law Library
 Los Angeles County West Vector & Vector-Borne Disease Control District
 Los Gatos-Saratoga Joint Union High School District
 Luther Burbank Elementary School District
 Magnolia School District
 March Joint Powers Authority
 Marin County Office of Education
 Mark West Union School District
 Martinez Unified School District
 Marysville Joint Unified School District
 McCabe Union Elementary School District
 McKinleyville Community Services District
 McKinleyville Union School District
 Meeks Bay Fire Protection District
 Mendocino-Lake Community College
 Menlo Park City School District
 Merced Community College District
 Merced County Office of Education
 Merced Union High School District
 Mid-Placer Public Schools Transportation Agency
 Midway City Sanitary District
 Millbrae School District
 Mission Union School District
 Mission Valley ROP
 Mono County Office of Education
 Montecito Sanitary District
 Montecito Water District
 Monterey Peninsula Community College District
 Monterey Peninsula Regional Park District
 Monterey Peninsula Unified School District
 Moraga School District
 Moreland School District
 Morongo Unified School District

Mosquito & Vector Management District of Santa Barbara County
Mount San Antonio Community College District
Mount San Antonio Community College District Auxiliary
Mount Shasta Union School District
Mountain View Elementary School District
Mountain View Los Altos Union High School District
Mt. San Jacinto Community College District
Municipalities, Colleges and Schools Insurance Group
Murrieta Valley Unified School District
Napa County Office of Education
Napa Sanitation District
Natomas Unified School District
Nevada Joint Union High School District
New Hope Elementary School District
New Jerusalem Elementary School District
Newman Crows Landing Unified School District
North County Fire Protection District of San Diego County
North Monterey County Unified School District
North of the River Municipal Water District
North Orange County Community College District
North Orange County Regional Occupational Program
North Tahoe Fire Protection District
Northwest Mosquito and Vector Control District
Norwalk La Mirada Unified School District
Novato Unified School District
Oakdale Joint Unified School District
Oakley Union Elementary School District
Ocean View School District
Oceanside Unified School District
Ohlone Community College District
Ojai Valley Sanitary District
Old Adobe Union School District
Ontario Montclair School District (Grantor Trust)
Ontario Montclair School District Board of Trustees
Ontario-Montclair School District (General Trust)
Orange Center School District
Orange County Superintendent of Schools
Orange Unified School District
Orcutt Academy Charter
Orcutt Union School District
Oxnard School District
Pacheco Union School District
Pacific Grove Unified School District
Pacific Union School District
Pacifica School District
Pajaro Valley Public Cemetery District
Pajaro Valley Unified School District
Palm Springs Unified School District

Palo Verde Community College District
Palo Verde Unified School District
Palomar Community College District
Paradise Elementary School District
Pasadena Area Community College District
Pasadena Area Community College District GASB 27
Patterson Joint Unified School District
Peralta Community College District
Peralta Community College District
Perris Elementary School District
Pico Water District
Piedmont Unified School District
Pioneer Union School District
Placer County Office of Education
Placer County Transportation Planning Agency
Placer Hills Union School District
Planada Elementary School District
Pleasant Valley School District
Plumas County Community Development Commission
Port of Hueneme - Oxnard Harbor District
Processing Tomato Advisory Board
PSA2 Area Agency on Aging
Public Employees Union, Local 1
Rancho Santiago Community College District
Ravenswood City Elementary School District
Reclamation District No. 1000
Reclamation District No. 900
Redlands Unified School District
Reef-Sunset Unified School District
Rescue Fire Protection District
Rim of the World Unified School District
Rincon del Diablo Municipal Water District
Rincon Valley Union School District
Rio Dell Elementary School District
Rio Hondo Community College District
Ripon Unified School District
River Delta Unified School District
River Springs Charter School
Riverbank Unified School District
Riverdale Joint Unified School District
Riverside Transit Agency
Roberts Ferry Elementary School District
Robla School District
Rocklin Unified School District
Rodeo-Hercules Fire District
Romoland School District
Rosedale Union School District
Roseland Elementary School District
Roseville City School District
Roseville Public Cemetery District
Rowland Unified School District

Sacramento Area Council of Governments
Sacramento Suburban Water District
Saddleback Valley Unified School District
Salinas City Elementary School District
Salinas Union High School District
San Andreas Sanitary District
San Benito County Office of Education
San Benito County Water District
San Bernardino City Unified School District
San Bernardino Community College District
San Bernardino County Superintendent of Schools
San Bruno Park School District
San Carlos School District
San Francisco Community College District
San Francisco Unified School District
San Gabriel Valley Mosquito & Vector Control District
San Gabriel Valley Municipal Water District
San Jacinto Unified School District
San Joaquin County Office of Education
San Joaquin Delta Community College District
San Juan Water District
San Lorenzo Unified School District
San Lorenzo Valley Unified School District
San Mateo County Community College District
San Mateo County Office of Education
San Mateo Union High School District
Santa Ana Unified School District
Santa Barbara Community College District
Santa Barbara County Association of Governments
Santa Barbara Teachers Federal Credit Union
Santa Clarita Community College District
Santa Cruz City School District
Santa Cruz County Office of Education
Santa Maria Public Airport District
Santa Monica Community College District
Savanna Elementary School District
Scotia Union Elementary School District
Selma Kingsburg Fowler County Sanitation District
Sequoia Union High School District
Shasta County Office of Education
Shasta Tehama Trinity Joint Community College District
Shasta Union Elementary School District
Shasta Union High School District
Shasta Union High School District Charter Schools
Sierra Joint Community College District
Sierra Unified School District
Silicon Valley Clean Water
Silver Valley Unified School District
Simi Valley Unified School District
Siskiyou County Office of Education
Siskiyou Union High School District

Solano County Community College District
Solano County Office of Education
Soledad Unified School District
Sonoma Valley Unified School District
South Bay Union School District
South County Support Services Agency
South Fork Union School District
South Monterey County High School District
South San Francisco Unified School District
South San Luis Obispo County Sanitation District
Southern California Library Cooperative
Southern Humboldt Joint Unified School District
Southern Trinity Joint Unified School District
Southwest Transportation Agency
Southwestern Community College District
Stanislaus County Office of Education
Stanislaus Union School District
Steger Sanitary District
Stellar Charter School
Stockton Unified School District
Successor Agency to the Redevelopment Agency of the City and County of San Francisco dba San Francisco Office of Community Investment and Infrastructure (OCII)
Sulphur Springs Elementary School District
Sunnyside Union Elementary School District
Susanville School District
Sutter County Office of Education
Sweetwater Authority
Sylvan Union Elementary School District
Taft City School District
Tahoe-Truckee Sanitation Agency
Temple City Unified School District
Town of Ross
Tracy Joint Unified School District
Trinidad Union School District
Trinity Alps Unified School District
Truckee Donner Public Utility District
Truckee Fire Protection District
Truckee Sanitary District
Trust for Retirees of Associated California Schools
Turlock Unified School District
Tustin Unified School District
United Water Conservation District
Upper San Gabriel Valley Municipal Water District
Val Verde Unified School District
Valley County Water District
Valley Home Joint School District
Valley Sanitary District
Ventura County Community College District
Ventura County Office of Education

Victor Elementary School District
Victor Valley Community College District
Victor Valley Union High School District
Victor Valley Wastewater Reclamation Authority
Walnut Creek School District
Washington Unified School District
Washington Union School District
Weed Union Elementary School District
West Contra Costa Transportation Advisory Committee
West Hills Community College District
West Kern Community College District
West Sonoma County Union High School District
West Valley Mission Community College District
Western Placer Unified School District
Wheatland School District
Wheatland Union High School District
Williams Unified School District
Wimberly, Allison Tong & Goo
Winters Joint Unified School District
Winton School District
Woodland Joint Unified School District
Woodside Elementary School District
Yolo County Office of Education
Yolo County Transportation District
Yorba Linda Water District
Yosemite Community College District
Yreka Union Elementary School District
Yreka Union High School District
Yuba Community College District
Yuba County Office of Education
Yucaipa-Calimesa Unified School District

CONSULTING SERVICES AGREEMENT

This Agreement is entered into effective the 14th day of March, 2018 by and between Total Compensation Systems, Inc. ("Consultant"), a California corporation with principal offices located at 5655 Lindero Canyon Road, Suite 223, Westlake Village, California, 91362 and Orcutt Union School District ("Customer").

The following shall govern the provision of consulting services by Consultant to Customer.

1. Consulting Services. Consultant shall provide the consulting services described on Schedule 1 attached hereto.
2. Compensation to Consultant. Customer shall pay Consultant for the consulting services described on Schedule 1 attached hereto the compensation set forth on Schedule 2 attached hereto.
3. Term and Termination. (a) Term. This Agreement shall commence on the date first written above and shall continue in effect until December 31, 2018, or until all consulting services described on Schedule 1 have been performed, whichever occurs first, unless sooner terminated in accordance with the provisions of this Agreement. (b) Termination Without Cause. This agreement may be terminated at any time by either party upon sixty (60) days prior written notice to the other party. (c) Termination With Cause. Either party shall have the right to terminate this Agreement upon the failure of either party to observe any of the covenants and agreements required to be observed by it under this Agreement, and such failure continues for a period of thirty (30) days after written notice thereof. (d) Rights and Obligations after Termination. Termination of this agreement shall not relieve either party of any rights or obligations arising out of the Agreement prior to termination, with the exception that the amount of the final payment that shall be made by Customer shall be based solely upon the percentage of work that was completed by Consultant.
4. Customer Will Provide Information. Customer shall provide Consultant with the information necessary for Consultant to provide the consulting services described on Schedule 1 attached hereto.
5. Authorization to Acquire Information. Customer hereby authorizes Consultant to acquire the necessary information reasonably required by Consultant to provide the consulting services described on Schedule 1 attached hereto from any agency, agencies, source or sources.
6. Customer's Right to Provide Information. Customer represents and warrants to Consultant that it has the right to provide the information that will be given by Customer to Consultant, or which will be acquired by Consultant pursuant to paragraphs 4 and 5 above.
7. Limitation on Services. Customer understands that Customer retains sole authority and responsibility for the operation and design of all Customer's employee benefit plans.
8. Ownership of Systems and Materials. All systems, programs, operating instructions, forms and other documentation prepared by or for Consultant shall be and remain the property of Consultant. All data source documents provided by Customer shall remain the property of Customer.
9. Indemnification. (a) By Customer. Customer hereby agrees to defend and indemnify Consultant and hold Consultant harmless against any claims, injury, costs or damages (including actual attorneys' fees incurred) resulting from Customer's gross negligence or willful misconduct. (b) By Consultant. Consultant hereby agrees to defend and indemnify Customer and hold Customer

harmless against any claims, injury, costs or damages (including actual attorneys' fees incurred) resulting from Consultant's gross negligence or willful misconduct.

10. General.

- a. Relationship of the Parties. The relationship between Consultant and Customer established by this Agreement is that of independent contractors. Consultant and Customer shall each conduct its respective business at its own initiative, responsibility, and expense, and shall have no authority to incur any obligations on behalf of the other.
- b. Force Majeure. No party shall have liability for damages or non-performance under this Agreement due to fire, explosion, strikes or labor disputes, water, acts of God, war, civil disturbances, acts of civil or military authorities or the public enemy, transportation, facilities, labor, fuel or energy shortages, or other causes beyond that party's control.
- c. Entire Agreement. This Agreement and the Schedules attached hereto contain the entire agreement between the parties and supersedes all previous agreements and proposals, oral or written, and all negotiations, conversations, or discussions between the parties related to the subject matter of this Agreement. This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived in whole or in part, except by written amendment signed by both of the parties hereto.

- 11. Confidentiality. Consultant recognizes that its work will bring it into close contact with confidential information of Customer, including personal information about employees of Customer. Consultant agrees not to disclose anything that is the confidential information of Customer, or that is proprietary to Customer, including its software, its legacy applications, and its databases, to any third party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as set forth below.

"CONSULTANT"
TOTAL COMPENSATION SYSTEMS, INC.

"CUSTOMER"
ORCUTT UNION SCHOOL DISTRICT

Signed: _____

Signed: _____

By: Geoffrey L. Kischuk

By: _____

Title: President

Title: _____

Date: _____

Date: _____

SCHEDULE 1

For the purposes of this Agreement, "consulting services" shall include the following services provided by Consultant to Customer:

Consulting reports including all actuarial information necessary for Customer to comply with the requirements of current GASB accounting standards 74/75 related to retiree health benefits for two years, including one full valuation and one "roll-forward" valuation. Study results will be separated between three employee classifications. Consultant will provide as many copies of the final reports as Customer shall reasonably request.

Services do not include Consultant's attendance at any meetings, unless requested by Customer at the fee shown in Schedule 2. Services also do not include a funding valuation unless requested by Customer at the fee shown in Schedule 2

SCHEDULE 2

Customer shall pay Consultant for the retiree health valuation report based on the full valuation a total of \$3,200. One-half, or \$1,600 shall be due within 30 days of the commencement of work by Consultant. One-half, or \$1,600 shall be due within 30 days of the delivery by Consultant to Customer of the draft consulting report for the full valuation (or within 30 days of contract termination, if earlier). Customer shall also pay Consultant for the retiree valuation report based on the "roll-forward" valuation a total of \$1,600 within 30 days of the delivery by Consultant to Customer of the draft consulting report for the "roll-forward" valuation (or within 30 days of contract termination, if earlier)

If Consultant receives a non-refundable deposit from Customer of \$1,440 by February 1, 2018, all amounts shown above shall be reduced by 10%.

In addition to the above fees, Customer agrees to pay Consultant an all-inclusive fee of \$1,900 per meeting to attend meetings related to the consulting services. Customer shall pay such meeting fees within 30 days of the meeting. Also in addition, to all of the above fees, Customer will pay Consultant \$1,000 for each "funding valuation" requested by Customer. Neither the meeting fee nor the fee for a "funding valuation" shall be subject to the above discount or to any other discounts.



BUSINESS SERVICES MEMORANDUM

TO: Board of Trustees
Deborah Blow, Ed.D.

FROM: Walter Con 
Assistant Superintendent, Business Services

BOARD MEETING DATE: March 14, 2018

BOARD AGENDA ITEM: Child Nutrition Spend Down Plan (Fund 13)

BACKGROUND: Over the past several years through the efficient operation of our Child Nutrition Program, we have accumulated a fund balance that exceeds the maximum allowed by the California Department of Education (CDE). When this occurs, the CDE requires the district to submit a “Spend Down Plan” to reinvest the funds into the program. Tonight’s presentation will provide a recommendation for that reinvestment. This recommendation has been reviewed by the CDE and found acceptable to their standards.

Additionally, it is important to note that this plan will be adjusted annually when our Unaudited Actuals are completed in September.

RECOMMENDATION: I recommend the Board of Trustees approve the Child Nutrition Spend Down Plan as submitted.

FUNDING: As presented herein.



Holly Edds, Assistant Superintendent
hedds@orcutt-schools.net

TO: Dr. Deborah Blow, Superintendent

FROM: Dr. Holly Edds,
Assistant Superintendent, Educational Services

BOARD MEETING DATE: March 14, 2018

BOARD AGENDA ITEM: Board Policy 6145.5

STUDENT ORGANIZATIONS AND EQUAL ACCESS

BACKGROUND: Policy updated to bring it into compliance with requirements for Federal Program Monitoring.

RECOMMENDATION: It is recommended that the Board of Trustees approve the proposed revisions to BP 6145.5.

FUNDING: No funding implications.

STUDENT ORGANIZATIONS AND EQUAL ACCESS

The Board of Trustees believes that student ~~organizations~~ **groups or clubs** reinforce the instructional program, give students ~~practice in democratic self-government~~ **experience in civics and government** and provide social and recreational activities. Student ~~organizations~~ **groups** also serve to honor outstanding student achievement and enhance school spirit and students' sense of belonging. **Prior to meeting on school grounds, all student groups shall be authorized by the principal or designee in accordance with Board policy and administrative regulation.**

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

~~*(cf. 1325 - Advertising and Promotion)*~~

(cf. 3452 - Student Activity Funds)

In order to maintain a closed forum on school campuses, only student-initiated groups that relate directly to the curriculum shall be allowed to meet on school premises **during noninstructional time.**

(cf. 1330 - Use of School Facilities)

(cf. 3515.2 - Disruptions)

All ~~such~~ **student** clubs or groups shall have equal access to the school media, including the public address system, the school newspaper, ~~and the school bulletin boards,~~ **and school web site. to announce meetings.** However, the principal or designee may issue a disclaimer that **such activities are not school-sponsored.**

All noncurriculum-related student groups shall be given equal access to meeting space, school equipment, and supplies.

Legal Reference:

EDUCATION CODE

52 Designation of secondary schools

53 Designation of high schools

200-262.3 Prohibition of discrimination on the basis of sex

38130-38138 Civic Center Act

32050-32051 Hazing

48907 Student exercise of free expression

48930-48938 Student organizations

48950 Freedom of speech

49020 Athletic programs: ~~Legislative intent~~

~~49021 Equal opportunity for male and female students~~

~~49022 Apportionment of funds for male and female students~~

~~49023 Expenditure of public funds; prohibited sex discrimination~~

CODE OF REGULATIONS, TITLE 5

2-Definitions

~~5531 Supervision of extracurricular activities of pupils~~

PENAL CODE

627-627.10 Access to school premises

STUDENT ORGANIZATIONS AND EQUAL ACCESS

UNITED STATES CODE, TITLE 20

4071-4074 *The Equal Access Act*

7904 *School prayer*

7905 *Boy Scouts equal access*

UNITED STATES CODE, TITLE 36

20101-240112 *Patriotic organizations*

COURT DECISIONS

Prince v. Jacoby, (2001) 303 F.3d 1074

Culbertson et al. v. Oakridge School District, (2001) 258 F.3d 1061

Good News Club et al. v. Milford Central School, (2001) 121 S.Ct. 2093

Ceniceros v. Board of Trustees of the San Diego Unified School District, (1995) 66 F. 3d 1535

Board of Education of Westside Community School District v. Mergens By and Through Mergens (1989, 8th Cir.) 867 F.2d 1076, *affd.* (1990) 496 U.S. 226

Perumal et al v. Saddleback Valley Unified School District, (1988) 198 Cal. App. 3d 64

Student Coalition for Peace v. Lower Merion School District Board of Directors, (1985) 776 F.2d. 431

Hartzell v. Connell, (1984) 35 Cal. 3d 899

Management Resources:

U.S. DEPARTMENT OF EDUCATION

Religious Expression in Public Schools: Statement of Principles, Richard W. Riley, 1995, rev. 1999

WEB SITES

U.S. Department of Education: <http://www.ed.gov>

Policy Adopted: ~~12/13/06~~ 03/14/2018

ORCUTT UNION SCHOOL DISTRICT
Orcutt, California



Educational Services

Holly Edds, Assistant Superintendent
hedds@orcutt-schools.net

TO: Dr. Deborah Blow, Superintendent

FROM: Dr. Holly Edds,
Assistant Superintendent, Educational Services

BOARD MEETING DATE: March 14, 2018

BOARD AGENDA ITEM: Board Policy 6174

EDUCATION FOR ENGLISH LANGUAGE LEARNERS

BACKGROUND: Policy updated to bring it into compliance with requirements for Federal Program Monitoring.

RECOMMENDATION: It is recommended that the Board of Trustees approve the proposed revisions to BP 6174.

FUNDING: No funding implications.

EDUCATION FOR ENGLISH LANGUAGE LEARNERS

The Board of Trustees intends to provide English language learners with challenging curriculum and instruction that develop proficiency in English while facilitating student achievement in the district's regular course of study.

The district shall identify in its local control and accountability plan (LCAP) goals and specific actions and services to enhance student engagement, academic achievement, and other outcomes for English learners.

(cf. 0460 - Local Control and Accountability Plan)
(cf. 3100 - Budget)

The Superintendent or designee shall encourage parent/guardian and community involvement in the development and evaluation of programs for English learners.

(cf. 0420 - School Plans/Site Councils)
(cf. 1220 - Citizen Advisory Committees)
(cf. 6020 - Parent Involvement)

English learners shall be provided English language development instruction targeted to their English proficiency level and aligned with state content standards and curriculum framework. The district's program shall be based on sound instructional theory, use standards-aligned instructional materials, and assist students in accessing the full educational program.

(cf. 6011 - Academic Standards)
(cf. 6141 - Curriculum Development and Evaluation)
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)
(cf. 6161.11 - Supplementary Instructional Materials)
(cf. 6171 - Title I Programs)

The Superintendent or designee shall ensure that all staff employed to teach English learners possess the appropriate authorization from the Commission on Teacher Credentialing.

(cf. 4112.22 - Staff Teaching English Language Learners)

The district shall provide effective professional development to teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), administrators, and other school or community-based organization personnel to improve the instruction and assessment of English learners and enhance staff's ability to understand and use curricula, assessment, and instructional strategies for English learners. Such professional development shall be of sufficient intensity and duration to produce a positive and lasting impact on teachers' performance in the classroom. (20 USC 6825)

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

EDUCATION FOR ENGLISH LANGUAGE LEARNERS

Identification and Assessment

The Superintendent or designee shall maintain procedures which provide for the accurate identification of English learners and an assessment of their proficiency and needs in the areas of listening, speaking, reading, and writing in English.

Once identified as an English learner, a student shall be annually assessed for language proficiency until he/she is reclassified based on criteria specified in the accompanying administrative regulation.

English learners' academic achievement in English language arts, mathematics, science, and any additional subject required by law shall be assessed using the California Assessment of Student Performance and Progress. As necessary, the test shall be administered with allowable testing variations in accordance with 5 CCR 853.5 and 853.7. English learners who are in their first 12 months of attending a school in the United States shall be exempted from taking the English language arts assessment to the extent allowed by federal law. (Education Code 60603, 60640; 5 CCR 853.5, 853.7)

(cf. 6162.51 - State Academic Achievement Tests)

Language Acquisition Programs

In establishing the district's language acquisition programs, the Superintendent or designee shall consult with parents/guardians and the community during the LCAP development process. He/she shall also consult with administrators, teachers, and other personnel with appropriate authorizations and experience in establishing a language acquisition program. (Education Code 305)

Language acquisition programs are educational programs that are designed to ensure English acquisition as rapidly and as effectively as possible and that provide instruction to students

on the state-adopted academic content standards, including the English language development standards. The language acquisition programs provided to students shall be informed by research and shall lead to grade-level proficiency and academic achievement in both English and another language. (Education Code 306)

The district shall offer English learners a structured English immersion program to ensure that English learners have access to the core academic content standards, including the English language development standards, and become proficient in English. In the structured English immersion program, nearly all of the classroom instruction shall be provided in English, but with the curriculum and presentation designed for students who are learning English. (Education Code 305-306)

EDUCATION FOR ENGLISH LANGUAGE LEARNERS

For the purpose of determining the amount of instruction to be conducted in English in the structured English immersion program, "nearly all" means that all classroom instruction shall be conducted in English except for clarification, explanation, and support as needed.

The district's language acquisition programs for grades K-3 shall comply with class size requirements specified in Education Code 42238.02. (Education Code 310)

(cf. 6151 - Class Size)

At the beginning of each school year or upon a student's enrollment, parents/guardians shall be provided information on the types of language acquisition programs available to students enrolled in the district, including, but not limited to, a description of each program. (Education Code 310)

(cf. 5145.6 - Parental Notifications)

When an English learner is determined pursuant to state and district reclassification criteria to have ~~acquired a reasonable level of English proficiency pursuant to Education Code 313 and 52164.6, or upon request by the student's parent/guardian, the student shall be transferred from a language acquisition program into an English language mainstream classroom.~~ **met the requirements for re-classification as a Reclassified Fluent English Proficient (RFEP) student, the student shall be redesignated and their progress monitored for four years from their reclassification date.**

Program Evaluation

To evaluate the effectiveness of the district's educational program for English learners, the Superintendent or designee shall report to the Board, at least annually, regarding:

1. Progress of English learners towards proficiency in English
2. The number and percentage of English learners reclassified as fluent English proficient
3. The number and percentage of English learners who are or are at risk of being classified as long-term English learners in accordance with Education Code 313.1
4. The achievement of English learners on standards-based tests in core curricular areas
5. Progress toward any other goals for English learners identified in the district's LCAP
6. A comparison of current data with data from at least the previous year.

The Superintendent or designee also shall provide the Board with regular reports from any district or school wide English learner advisory committees.

Instruction

BP 6174(d)

EDUCATION FOR ENGLISH LANGUAGE LEARNERS

Legal Reference:

EDUCATION CODE

300-340 English language education, especially:
305-310 Language acquisition programs
430-446 English Learner and Immigrant Pupil Federal Conformity Act
33050 State Board of Education waiver authority
42238.02-42238.03 Local control funding formula
44253.1-44253.11 Qualifications for teaching English learners
48980 Parental notifications
48985 Notices to parents in language other than English
52052 Numerically significant student subgroups
52060-52077 Local control and accountability plan
52130-52135 Impacted languages act of 1984
52160-52178 Bilingual Bicultural Act
56305 CDE manual on English learners with disabilities
60603 Definition, recently arrived English learner
60605.87 Supplemental instructional materials, English language development
60640 California Assessment of Student Performance and Progress
60810-60812 Assessment of language development
~~62001-62005.5~~ Continuation of advisory committee after program sunsets
CODE OF REGULATIONS, TITLE 5
853.5-853.7 Test administration; universal tools, designated supports, and accommodations
11300-11316 English Language Learner Education
11510-11517 California English Language Development Test

UNITED STATES CODE, TITLE 20

1701-1705 Equal Educational Opportunities Act
6311 Title I state plan
6312 Title I Local education agency plans
6801-6871 Title III, Language instruction for limited English proficient and immigrant students
CODE OF FEDERAL REGULATIONS, TITLE 34
100.3 Discrimination prohibited
200.16 Assessment of English learners

COURT DECISIONS

Valeria G. v. Wilson, ((2002) 307 D.3d 1036
California Teachers Association et al. v. State Board of Education et al., (9th Circuit, 2001) 271 F.3d 1141
McLaughlin v. State Board of Education, (1999) 75 Cal.App.4th 196
Teresa P. et al v. Berkeley Unified School District et al., (1989) 724 Scup. 698

ATTORNEY GENERAL OPINIONS

83 Ops.Cal.Atty.Gen. 40 (2000)

Management Resources:

CSBA PUBLICATIONS

English Learners in Focus, Issue 1: Updated Demographic and Achievement Profile of California's English Learners, Governance Brief, rev. September 2016

English Learners in Focus, Issue 3: Ensuring High-Quality Staff for English Learners, Governance Brief, July 2016

English Learners in Focus, Issue 2: The Promise of Two-Way Immersion Programs, Governance Brief, September 2014

Instruction

BP 6174(e)

EDUCATION FOR ENGLISH LANGUAGE LEARNERS

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Integrating the CA ELD Standards into K-12 Mathematics and Science Teaching and Learning, December 2015

Academic Criterion for Reclassification, CDE Correspondence, August 11, 2014

English Language Arts/English Language Development Framework for California Public Schools: Transitional Kindergarten Through Grade Twelve, 2014

Common Core State Standards for Mathematics, rev. 2013

Next Generation Science Standards for California Public Schools, Kindergarten through Grade Twelve, 2013

English Language Arts/English Language Development Standards for California Public Schools:

Kindergarten Through Grade Twelve, 2014

Matrix of Test Variations, Accommodations, and Modifications for Administration of California Statewide Assessments

U.S. DEPARTMENT OF EDUCATION NONREGULATORY GUIDANCE

Accountability for English Learners Under the ESEA, Non-Regulatory Guidance, January 2017

English Learner Tool Kit for State and Local Educational Agencies (SEAs and LEAs), rev. November 2016

English Learners and Title III of the Elementary and Secondary Education Act (ESEA), as Amended by every Student Succeeds Act (ESSA), Non-Regulatory Guidance, September 23, 2016

Dear Colleague Letter: English Learner Students and Limited English Proficient Parents, January 7, 2015

Assessment and Accountability for Recently Arrived and Former Limited English Proficient (LEP) Students, May 2007

WEB SITES

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

California Association for Bilingual Education: <http://www.gocabe.org>

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

National Clearinghouse for English Language Acquisition: <http://www.ncela.us>

U.S. Department of Education: <http://www.ed.gov>

Policy Adopted: ~~01/10/18~~ 03/14/18

ORCUTT UNION SCHOOL DISTRICT
Orcutt, California

ORCUTT UNION SCHOOL DISTRICT REDESIGNATION: English Learner (EL) to Fluent English Proficient (RFEP) 6174 E

Student' Name _____ Date Initiated _____ I.D. # _____

School _____ Language Arts Teacher _____ Grade _____ Student's Primary Language _____

Required Criteria	OUSD Criteria
English Language Proficiency Assessment	CELDT Level 4/5 or ELPAC 4 Score/Level _____ Date of Test _____
Teacher Evaluation	Levels 4 or 5 on SOLOM (Student Oral Language Observation Matrix) for Comprehension, Fluency, Vocabulary, and Grammar. Level 3 or above for Pronunciation. Comprehension ____ Fluency ____ Vocabulary ____ Grammar ____ Pronunciation ____ Date of SOLOM _____ <u>OR</u> Curriculum mastery evidence (report card) If used for this criteria, attach the report card.
Comparison of Performance in Basic Skills*	Scores aligned with having met grade level standards on either Smarter Balanced Assessment Consortium (SBAC) or Northwestern Evaluation Association (NWEA) MAP test Attach SBAC or NWEA Report
* <i>Optional</i>	<i>The Student Study Team may compare the student performance in basic skills against empirically established range of performance in basic skills based on performance of English proficient students of the same age.</i> Attach SST Meeting Notes

The criteria specified in the table above have been met, and the undersigned agree that _____ meets Orcutt Union School District's criteria for redesignation as a Fluent English Proficient (RFEP) student.

Language Arts Teacher _____ Date _____

Site Administrator _____ Date _____

Parent _____ Date _____

Special Ed Dept. (if appropriate) _____ Date _____

Place in Student's Cumulative Record



Dr. Holly Edds – Assistant Superintendent, Educational Services
hedds@orcutt-schools.net

To: Dr. Debbie Blow, Superintendent

From: Holly Edds, Assistant Superintendent, Educational Services

Board Meeting Date: March 14, 2018

Board Agenda Item: Safe Schools Plans for Alice Shaw, Joe Nightingale, Patterson Road, Pine Grove, Ralph Dunlap, Lakeview, Orcutt Junior High, and Olga Reed Schools

Background: California public schools are required to comply with California Education Code, Section 35294, dealing with the preparation of “safe school plans”. These plans address violence prevention, emergency preparedness, traffic safety, and crisis intervention.

Recommendation: This evening the School Safety Plans for Alice Shaw, Joe Nightingale, Patterson Road, Pine Grove, Ralph Dunlap, Lakeview, Orcutt Junior High, and Olga Reed Schools are submitted for board approval as required in California statute. Staff recommends these be approved as submitted.



BOARD OF TRUSTEES

ROB BUCHANAN
 ROBERT HATCH
 LISA MORININI
 DR. JAMES PETERSON
 LIZ PHILLIPS

Where a Dedicated Staff Means
KIDS COME FIRST

DEBORAH BLOW, Ed.D.
District Superintendent
 WALTER CON
Assistant Superintendent
 HOLLY EDDS, Ed.D.
Assistant Superintendent
 DON NICHOLSON
Assistant Superintendent
 KIRBY FELL
Chief Technology Officer

TO: Dr. Deborah Blow, Superintendent
 Board of Trustees

FROM: Susan Salucci, Asst. Supt. of Human Resources

BOARD MEETING DATE: March 14, 2018

BOARD AGENDA ITEM: Ratification of Agreement with Orcutt Educators Association (OEA)

BACKGROUND: The District has reached tentative agreement with certificated employees for the 2017/2018 and 2018/19 school years. Supporting documentation is attached. Additional details of the agreement can be found in the *AB1200 Public Disclosure of Proposed Collective Bargaining Agreement* in the Business section of tonight's agenda.

RECOMMENDATION: It is recommended that the Board of Trustees ratify the negotiated agreement with Orcutt Educators Association (OEA) and approve the corresponding pay schedule (attached) effective July 1, 2016.

FINANCIAL IMPACT: Increased cost to the District is:

	One Time	Ongoing	Total
2017-18	\$806,387		\$806,387
2018-19	\$340,561	\$433,130	\$773,691
2019-20	\$36,471		

The increased costs apply to the General Fund, Charter Fund, Child Development Fund (Preschool), and the Cafeteria Fund.

TENTATIVE AGREEMENT BETWEEN THE ORCUTT EDUCATORS ASSOCIATION
AND
THE ORCUTT UNION SCHOOL DISTRICT

WHEREAS the Orcutt Union School District ("OUSD") and the Orcutt Educators Association, CTA-NEA, ("OEA") – hereinafter, collectively referred to as the "PARTIES" – jointly have declared an impasse to contract negotiations for the 2017-2018 School Year,

WHEREAS the Parties engaged in State Mediation on Thursday, February 1, 2018, in a good faith effort to resolve the impasse to their contract negotiations, and

WHEREAS the Parties wish to resolve the impasse without further costs, delay and risks associated with a fact-finding hearing,

THE NEGOTIATIONS TEAMS FOR BOTH PARTIES - OUSD AND OEA -
HEREBY, AGREE to the following terms and conditions for the 2017-18 and 2018-19 school years:

1. Compensation: Bargaining Unit Members shall receive a one-time, off-schedule payment of \$1,280.00 per 1.0 FTE for the 2017-2018 school year in the pay period as soon as feasible after ratification. Additionally, the Agreement shall include an Elementary Student Council Stipend of \$1,000.00. For the 2018-2019 school year, Bargaining Unit Members on steps 1-14 in all columns on the Salary Schedule shall receive a \$1,500.00 one-time payment per 1.0 FTE and the Salary Schedule in steps 15-20 shall be modified as proposed by the Association on September 21, 2017, restructuring the salary schedule upon the verification of the Parties by way of Excel spreadsheet. (1 page, attached.)
2. Health and Welfare Benefits: The Collective Bargaining Agreement shall be updated to include the rates of \$8,160.00 for individual recipients, \$12,700.00 for two-party recipients, and \$17,779 for family recipients, retroactive to July 1, 2017 (as previously provided in the current Memorandum of Understanding).
3. Hiring Bonus: The District may institute its hiring bonus for new hires in highly competitive positions as presented to the Association on November 30, 2017, as a Memorandum of Understanding effective for eligible new hires from July 1, 2018, through June 30, 2021. (MOU attached.)
4. Special Education Compensation: The Parties shall institute a Memorandum of Understanding reflecting the Association's proposal from November 13, 2017, to compensate Bargaining Unit Members for after-school Individualized Education Plan meetings effective upon ratification through June 30, 2019. (MOU attached.)
5. Early Retirement: The District shall offer its Early Retirement incentive as presented by the District on November 30, 2017, except that the deadline for commitment shall be April 1, 2018 pursuant to the attached memorandum of understanding. (MOU attached.)

6. Child Bonding: The Parties shall accept the District's proposal for incorporating Child Bonding Leave language as presented on November 13, 2017.
7. Status Quo: All other terms and conditions of Collective Bargaining Agreement remain in full force and effect.


This Tentative Agreement concludes all negotiations for 2017-2018 and 2018-2019 school years. Moreover, the State Mediator seeks specifically with this Proposed Agreement to promote harmonious labor relations between the Parties.

This Tentative Agreement is subject to ratification by the OEA membership and the Board of Trustees.

Date: February 5, 2018



Dr. Deborah Blow
For the Orcutt Union School District



Monique Segura
For the Orcutt Educators Association

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ORCUTT UNION SCHOOL DISTRICT
AND
ORCUTT EDUCATORS ASSOCIATION**

The Orcutt Union School District ("District") and the Orcutt Educators Association ("OEA") enter into this Memorandum of Understanding ("MOU") regarding an early retirement incentive.

The District and OEA agree to the following:

- 1) If a minimum of fifteen (15) bargaining unit members submit irrevocable letters of resignation for retirement purposes no later than April 1, 2018, the District will, (1) provide a lump sum payment of \$25,000 to each eligible retiree; or (2) the District will provide one additional year of contributions towards retiree health/vision/dental benefits entitling the retiree up to six (6) years of access to health benefit contributions.
- 2) If less than fifteen (15) bargaining unit members retire, this Early Retirement Incentive program will not be triggered. If this incentive is not triggered, members who submitted resignations may rescind, in writing, their resignation by April 15, 2018.
- 3) There is no maximum number of retirees who may participate in this incentive.
- 4) To be an eligible retiree, a bargaining unit member must:
 - Be employed by the District in at least half-time status as of July 1, 2017;
 - Be at least 57 years of age by July 15, 2018;
 - Have 15 years or more of service in the District;
 - Submit an irrevocable written resignation, unless the Early Retirement Incentive program is not triggered, for retirement effective June 30, 2018;
 - At least 15 resignations must be received by April 1, 2018 to trigger this Early Retirement Incentive program.
- 5) Resignation for purposes of retirement is no reflection upon the performance of an individual. The District sincerely appreciates the dedication and lengthy service of our experienced and professional teachers.
- 6) If this Early Retirement Incentive program is agreed upon and triggered, the lump sum payment will be made along with the retiree's final paycheck in a separate pay warrant on or about June 30, 2018. In addition, upon request by the unit member in their resignation, the \$25,000 may be divided into two payments in amounts of the employee choosing to be paid, one on or about the June 30, 2018 and the other on or about January 31, 2019.
- 7) The payment shall be pro-rated consistent with a qualified employee's percentage of 1.0 FTE.

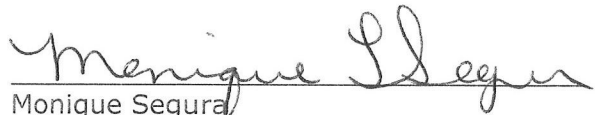
- 8) The District and OEA agree to work cooperatively with potential participants to assist in any way possible for the unit member to make an informed decision. All discussions regarding potential participants shall remain confidential.
- 9) This Early Retirement Incentive program is an alternative to the current language in Article XX of the collective bargaining agreement between the District and OEA. No additional days of work are required to be eligible.
- 10) This Early Retirement Incentive program expires by its own terms June 30, 2018.

This MOU is effective for the 2017-2018 school year.

Date: February 5, 2018



Dr. Deborah Blow
For the Orcutt Union School District



Monique Segura
For the Orcutt Educators Association

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ORCUTT UNION SCHOOL DISTRICT
AND
ORCUTT EDUCATORS ASSOCIATION**

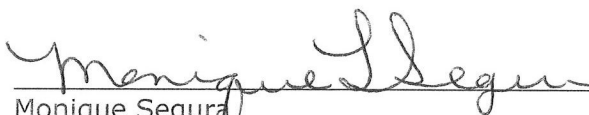
The Orcutt Union School District ("District") and the Orcutt Educators Association ("OEA") enter into this Memorandum of Understanding ("MOU") regarding a hiring incentive for hard to fill positions.

The District and OEA agree to the following:

- 1) The Parties agree that the following positions are identified as hard to fill: junior high and high school math, junior high and high school science, special education, and speech and language pathologist positions as hard to fill.
- 2) The District shall compensate new hires into the hard to fill positions beginning July 1, 2018 with a hiring bonus of \$5,000.
- 3) The \$5,000 will be paid in two installments, one at the beginning of the teacher's first year and one at the beginning of the teacher's second year, if they return. If they do not return for any reason, the second payment shall not be made.
- 4) The payments shall be made as close to the date of the first pay warrant as practically possible.
- 5) This MOU will be in effect for the 2018-2019, 2019-2020, and 2020-2021 school years.



Dr. Deborah Blow
For the Orcutt Union School District



Monique Segura
For the Orcutt Educators Association

02/05/18

2-5-18

**Memorandum of Understanding
between the
Orcutt Union School District Board of Trustees (District)
and the
Orcutt Educators Association (Association)**

The Orcutt Union School District ("District") and the Orcutt Educators Association ("Association") agree to enter into this Memorandum of Understanding to provide for compensation for Bargaining Unit Members who are scheduled to work beyond their regular working hours to conduct and participate in Individualized Educational Plan (IEP) meetings:

1. Special Education Staff (SH, LH, Inclusion, Resource, APE, Speech) shall be compensated for attending IEP meetings held outside of the contract day at the hourly rate based on step 2 column 4 of the Certificated Salary Schedule (Appendix B) in the Collective Bargaining Agreement.
2. General education teachers who are required to participate in IEP meetings held outside of the contract day shall be compensated at the hourly rate established in Article IX, Section 13, of the Collective Bargaining Agreement.
3. This Memorandum of Understanding shall be activated by the ratification of the 2017-19 Collective Bargaining Agreement by the Parties and be in full force and effect from the date of signing through June 30, 2019.

Deliah L. Breen

For the District

Date 02/05/18

Monique Degeer

For the Association

Date 2-5-18

STEPS 1-14 at .0337
 STEPS 15-20 at .0225

2

Appendix B ORCUTT UNION SCHOOL DISTRICT 2016/17 Teachers' Salary Schedule

	Bachelor's Degree	Bachelor's Degree + 15 semester units (22.5 qtr. Units)	Bachelor's Degree + 30 semester units (45 qtr units)	Bachelor's Degree + 45 semester units (67.5 qtr units)	Bachelor's Degree + 60 semester units (90 qtr units)	Bachelor's Degree + 60 semester units (90 qtr units) Including Masters or MA + 15 sem. Units (22.5 qtr units)	Bachelor's Degree + 60 semester units (90 qtr units) Including Masters or MA + 30 sem. Units (45 qtr units)
Step	I	II	III	IV	V	VI	VI
1	44,855	46,143	48,325	50,614	53,008	-	-
2	45,536	47,690	49,946	52,310	54,786	-	-
3	47,061	49,286	51,620	54,065	56,625	-	-
4	48,637	50,939	53,350	55,876	58,525	-	-
5	50,267	52,648	55,140	57,754	60,493	63,363	63,363
6	51,954	54,414	56,991	59,691	62,524	65,491	65,491
7	53,696	56,239	58,905	61,698	64,625	67,696	67,696
8	55,497	58,127	60,883	63,773	66,801	69,972	69,972
9	-	60,080	62,931	65,917	69,046	72,327	72,327
10	-	62,099	65,044	68,134	71,372	74,764	74,764
11	-	-	67,233	70,428	73,772	77,281	77,281
12	-	-	69,496	72,798	76,258	79,884	79,884
13	-	-	-	75,250	78,827	82,576	82,576
14	-	-	-	77,784	81,481	85,363	85,363
15	-	-	-	-	83,314	82,126	87,284
16	-	-	-	-	85,189	83,470	87,248
17	-	-	-	-	87,106	84,813	91,256
18	-	-	-	-	89,066	86,159	93,309
19	-	-	-	-	91,069	87,503	95,408
20	-	-	-	-	93,119	88,847	97,555

* The salary schedule was reconfigured in 2007-08 to include all longevity and anniversary increments. No other longevity or anniversary increments will be provided.



HUMAN RESOURCES MEMORANDUM

TO: Dr. Deborah Blow
District Superintendent

FROM: Susan Salucci
Assistant Superintendent of Human Resources

DATE: March 14, 2018

RE: 2018-19 and 2019-20 School Calendars

BACKGROUND: Each year the Calendar Committee develops a District school calendar for approval by the Board of Trustees.

RECOMMENDATION: The Calendar Committee recommends the attached 2018-19 and 2019-20 Elementary and Junior High School calendars be considered for approval.

FUNDING: N/A

2018/19 School Calendar

Orcutt Union School District



ELEMENTARY INCLUDING CHARTER K-8
8/13 - New Teachers Begin
8/14 - Convocation
8/15 - Work Day
8/16 - First Day of School for all grades
Minimum Days
8/16, 10/1 - 10/5, 3/13 - 3/15, 6/12
K-6 Parent Conferences
10/1 - 10/5, 2018, 03/13 - 03/15, 2019
End of Trimesters
11/9/18 (First), 03/1/19 (Second)
6/12/19 LAST DAY OF SCHOOL

Calendar grid for November 2018 (15 days)

Calendar grid for October 2018 (23 days)

Calendar grid for September 2018 (18 days)

Calendar grid for August 2018 (12 days)

JUNIOR HIGH SCHOOLS (Wednesday's Late Starts)
8/13 New Teachers Begin
8/14 Convocation
8/15 Teacher work day/WOW Day First Day of School for 7th graders only shortened day
8/16 First Day of School for all grades shortened day
Mid Quarter Conferences
09/20/18 (shortened day), 11/29 (full day) 02/28/19 (full day)
Minimum Days
9/21, 10/19 (end of 1st. Qtr.), 11/30, 1/25/19 (end of 2nd Qtr.), 3/01, 3/29, (end of 3rd Qtr.), 5/31 (schoolwide collaboration), 6/10, 6/11 (last day of school 7th gr.), 6/12 (end of 4th qtr.)
6/11/2019 - LAST DAY OF SCHOOL for 7th Graders
6/12/2019 - LAST DAY OF SCHOOL for 8th Graders

Calendar grid for March 2019 (20 days)

Calendar grid for February 2019 (18 days)

Calendar grid for January 2019 (13 days)

Calendar grid for December 2018 (15 days)

ORCUTT ACADEMY HIGH SCHOOL
8/13 New Teachers in Service
8/14 Convocation
8/15 Teacher Work Day
Minimum Days
First Day of School
Grade Prep
Grade Prep
9/28
Finals
End of 1st Semester
Grade Prep
Grade Prep
6/10-12
Finals
ODD Block Days (periods 1, 3 & 5)
Even Block Days (periods 2, 4 & 6)
NON-Block Days
8/16, 9/4, 4/17
Parent Teacher Conferences
9/27, 3/7
Progress Reports
9/21, 11/2, 2/28, 4/12
6/12/2019 - GRADUATION

Calendar grid for July 2019

Calendar grid for June 2019 (8 days)

Calendar grid for May 2019 (22 days)

Calendar grid for April 2019 (16 days)

Staff Development/Professional Development
September 4, 2018
November 1, 2018
March 18, 2019
Professional Development Days are subject to change

Holidays 2018
September 3, 2018 - Labor Day
September 12, 2018 - Veteran's Day
November 19 - 23, 2018 - Thanksgiving Break
December 24 - Jan. 11, 2019 Winter Break
January 21, 2019 - Martin Luther King
February 11, 2019 - Lincoln's Birthday
February 18, 2019 - President's Day
April 19-26, 2019 - Spring Break
May 27, 2019 - Memorial Day



August 2019 (12)							September 2019 (19)							October 2019 (23)							November 2019 (14)						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3	1	2	3	4	5	6	7			1	2	3	4	5						1	2
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23
25	26	27	28	29	30	31	29	30						27	28	29	30	31			24	25	26	27	28	29	30

ELEMENTARY INCLUDING CHARTER K-8
 8/12 - New Teachers Begin
 8/13 - Convocation
 8/14 - Work Day
 8/15 - First Day of School for all grades
 Minimum Days
 8/15, 10/1 - 10/5, 3/13 - 3/15, 6/12
 K-6 Parent Conferences
 9/30 - 10/4, 2019, 3/11 - 3/13, 2019
 End of Trimesters
 11/8/19 (First), 02/28/20 (Second)
 6/10/2020 - LAST DAY OF SCHOOL

December 2019 (15)							January 2020 (14)							February 2020 (18)							March 2020 (21)											
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa					
				5	6	7			1	2	3	4							1							1	2	3	4	5	6	7
8	9	10	11	12	13	14	5	6	7	8	9	10	11	2	3	4	5	6	7	8	8	9	10	11	12	13	14					
15	16	17	18	19	20	21	12	13	14	15	16	17	18	9	10	11	12	13	14	15	15	16	17	18	19	20	21					
22	23	24	25	26	27	28	19	20	21	22	23	24	25	16	17	18	19	20	21	22	22	23	24	25	26	27	28					
29	30	31					26	27	28	29	30	31	23	24	25	26	27	28	29	29	30	31										

JUNIOR HIGH SCHOOLS
 (Wednesday's Late Starts)
 8/12 New Teachers Begin
 8/13 Convocation
 8/14 Teacher work day/First Day of School
 7th graders only shortened day
 8/15 First Day of School for all grades (Shortened day)
 Mid Quarter Conferences
 09/19/19 (Shortened day), 11/21/19 (full day)
 02/27/20 (full day)
 Minimum Days
 9/20, 10/18 (end of 1st qtr.), 11/22, 1/24 (end of 2nd qtr.),
 2/28, 3/27 (end of 3rd qtr.), 5/29/20 (Schoolwide
 collaboration) 6/8, 6/9, 6/10 end of 4th qtr.)
 6/9/2020 - LAST DAY OF SCHOOL 7TH GR.
 6/10/2020 - LAST DAY OF SCHOOL 8TH GR. & GRADUATION

April 2020 (16)							May 2020 (20)							June 2020 (8)							July 2020						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4						1	2				1	2	3	4							
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25
26	27	28	29	30			24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31	

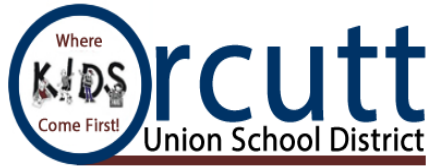
ORCUTT ACADEMY HIGH SCHOOL
 8/12 New Teachers in Service
 8/13 Convocation
 8/14 Teacher Work Day
 Minimum Days
 8/15 First Day of School
 8/23 Grade Prep
 9/27 Grade Prep
 12/17-12/19 Finals
 12/20 End of 1st Semester
 2/28 Grade Prep
 4/9 Grade Prep
 6/8-6/10 Finals

Holidays 2019
 September 2, 2019 - Labor Day
 November 11, 2019 - Veteran's Day
 November 25 - 29, 2019 - Thanksgiving Break
 December 21 - Jan. 13, 2019 Winter Break
 January 20, 2019 - Martin Luther King
 February 10, 2019 - Lincoln's Birthday
 February 17, 2019 - President's Day
 April 10-17, 2019 - Spring Break
 May 25, 2019 - Memorial Day

Staff Development/Professional Development
 September 3, 2020
 November 1, 2020
 March 23, 2020

Professional Development dates are subject to change

ODD Block Days (periods 1, 3 & 5)
Even Block Days (periods 2, 4 & 6)
NON-Block Days
 8/15, 9/4, 9/5, 4/8
 Parent Teacher Conferences
 9/26, 2/27
 Progress Reports
 9/20, 10/31, 2/21, 4/9
6/10/2020 - GRADUATION



HUMAN RESOURCES MEMORANDUM

TO: Dr. Deborah Blow, Superintendent

FROM: Susan Salucci
Assistant Superintendent, Human Resources

BOARD MEETING DATE: March 14, 2018

BOARD AGENDA ITEM: Board Policy 4030

NONDISCRIMINATION IN EMPLOYMENT

BACKGROUND: Policy updated to bring it into compliance with requirements for Federal Program Monitoring.

RECOMMENDATION: It is recommended that the Board of Trustees approve the proposed revisions to BP 4030.

FUNDING: No funding implications.

NONDISCRIMINATION IN EMPLOYMENT

~~The Board of Trustees desires to provide a positive work environment where employees and job applicants are free from harassment and are assured of equal access and opportunities in accordance with law. The Board prohibits any district employee from harassing or discriminating against any other district employee or job applicants on the basis of the person's actual or perceived race, color, national origin, ancestry, religious creed, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, gender identity, gender expression, sex, or sexual orientation. The Board also prohibits retaliation against any district employee or job applicant who complains, testifies or in any way participates in the district's complaint procedures instituted pursuant to this policy.~~

~~(c.f. 0410—Nondiscrimination in District Programs and Activities)~~

~~(c.f. 4119.11/4219.11/4319.11—Sexual Harassment)~~

~~(c.f. 4119.41/4219.41/4319.41—Employees with Infectious Disease)~~

~~(c.f. 4154/4254/4354—Health and Welfare Benefits)~~

~~(c.f. 5145.7—Sexual Harassment)~~

~~Prohibited discrimination consists of any adverse employment action against a person, including termination or denial of promotion, job assignment, or training, or in discriminating against the person in compensation, terms, conditions, or other privileges of employment based on any of the prohibited categories of discrimination listed above.~~

~~The prohibition against discrimination based on the religious creed of an employee or job applicant includes any discrimination based on the person's religious dress or grooming practices or any conflict between the person's religious belief, observance, or practice and an employment requirement. The prohibition against discrimination based on the sex of an employee or job applicant shall include any discrimination based on the person's pregnancy, childbirth, breastfeeding, or any related medical conditions. (Government Code 12926, 12940)~~

~~Harassment consists of any unwelcome verbal, physical or visual conduct that is based on any of the prohibited categories of discrimination listed above and that it is so severe and pervasive that it adversely affects an individual's employment opportunities, or has the purpose or effect of unreasonably interfering with the individual's work performance, or creates an intimidating, hostile or offensive work environment.~~

~~The Board also prohibits retaliation against any district employee or job applicant who complains, testifies, assists, or in any way participates in the district's complaint procedures institute pursuant to this policy.~~

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

~~(c.f. 4117.4—Dismissal)~~

~~(c.f. 4118—Suspension/Disciplinary Action)~~

NONDISCRIMINATION IN EMPLOYMENT

~~Any employee or job applicant who believes that he/she has been or is being discriminated against or harassed in violation of district policy or regulation, should, as appropriate, immediately contact his/her supervisor, the Coordinator, or the Superintendent who shall advise the employee or applicant about the district's procedures for filing, investigating and resolving any such complaints.~~

The Governing Board is determined to provide district employees, interns, volunteers, and job applicants a safe, positive environment where they are assured of full and equal employment access and opportunities, protection from harassment or intimidation, and freedom from any fear of reprisal or retribution for asserting their employment rights in accordance with law. This policy shall apply to all district employees and, to the extent required by law, to interns, volunteers, and job applicants.

(cf. 1240 - Volunteer Assistance)

(cf. 4111/4211/4311 - Recruitment and Selection)

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

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

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

1. Discrimination in hiring, compensation, terms, conditions, and other privileges of employment
2. Taking of an adverse employment action, such as termination or the denial of employment, promotion, job assignment, or training

(cf. 4151/4251/4351 - Employee Compensation)

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

3. Unwelcome conduct, whether verbal, physical, or visual, that is so severe or pervasive as to adversely affect an employee's employment opportunities, or that has the purpose or effect of unreasonably interfering with the individual's work performance or creating an intimidating, hostile, or offensive work environment
4. Actions and practices identified as unlawful or discriminatory pursuant to Government Code 12940 or 2 CCR 11006-11086, such as:
 - a. Sex discrimination based on an employee's pregnancy, childbirth, breastfeeding,

NONDISCRIMINATION IN EMPLOYMENT

or any related medical condition or on an employee's gender, gender expression, or gender identity, including transgender status

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

- b. Religious creed discrimination based on an employee's religious belief or observance, including his/her religious dress or grooming practices, or based on the district's failure or refusal to use reasonable means to accommodate an employee's religious belief, observance, or practice which conflicts with an employment requirement.
- c. Disability discrimination based on a district requirement for a medical or psychological examination of a job applicant, or an inquiry into whether a job applicant has a mental or physical disability or a medical condition or as to the severity of any such disability or condition, without the showing of a job-related need or business necessity

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

- d. Disability discrimination based on the district's failure to make reasonable accommodation for the known physical or mental disability of an employee or to engage in a timely, good faith, interactive process with an employee, to determine effective reasonable accommodations for the employee, when he/she has requested reasonable accommodation for a known physical or mental disability or medical condition

(cf. 4032 - Reasonable Accommodation)

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

Complaints regarding employment discrimination or harassment shall immediately be investigated in accordance with AR 4031, ~~Complaints Concerning Discrimination in Employment~~ with procedures specified in the accompanying administrative regulation.

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

NONDISCRIMINATION IN EMPLOYMENT

Training and Notifications

~~The Superintendent or designee shall provide training to supervisory or management employees about how to recognize harassment and discrimination, how to respond appropriately, and components of the district's policies and regulations regarding discrimination~~

~~(c.f. 4131/42231/4331—Staff Development)~~

~~The Superintendent or designee shall regularly publicize, within the district and in the community, the district's nondiscrimination policy and the availability of complaint procedures. Such publication shall be included in each announcement, bulletin or application form that is used in employee recruitment. (34 CFR 100.6, 106.9)~~

~~The district's policy and administrative regulation shall be posted in all schools and offices including staff lounges and student government meeting rooms. (5 CCR 4960)~~

~~The Board designates the following position as Coordinator for Nondiscrimination in Employment:~~

~~_____
Assistant Superintendent of Human Resources
500 Dyer Street
Oreutt, CA 93455
(805) 938-8900~~

~~The Superintendent or designee shall provide training to employees about how to recognize harassment and discrimination, how to respond appropriately, and components of the district's policies and regulations regarding discrimination.~~

~~(cf. 4131, 4231, 4331—Staff Development)~~

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

In addition, the Superintendent or designee shall post, in a conspicuous place on district premises, the California Department of Fair Employment and Housing publication on workplace discrimination and harassment issued pursuant to 2 CCR 11013.

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

NONDISCRIMINATION IN EMPLOYMENT

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

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

Legal Reference:

EDUCATION CODE

200-262.4, Prohibition o discrimination

CIVIL CODE

51.7 Freedom from violence or intimidation

GOVERNMENT CODE

11135 Unlawful discrimination

11138 Rules and regulations

12900-12996 Fair Employment and Housing Act

PENAL CODE

422.56 Definitions, hate crimes

CODE OF REGULATIONS, TITLE 2

~~7287.6 Terms, conditions and privileges of employment~~

11006-11086 Discrimination in employment

11013 Recordkeeping

11019 Terms, conditions and privileges of employment

11023 Harassment and discrimination prevention and correction

11024 Sexual harassment training and education

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs ~~receiving state financial assistance~~

UNITED STATES CODE, TITLE 20

1681-1688 ~~Discrimination based on sex or blindness~~, Title IX of the Education Amendments of 1972

UNITED STATES CODE, TITLE 29

621-634 Age Discrimination in Employment Act

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

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

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

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

2000h-2-2000h-6 Title IX, ~~1972 Education Act Amendments~~ of the Civil Rights Act of 1964

6101-6107 Age discrimination in federally assisted programs

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 34

100.6 Compliance information

104.7 Designation of responsible employee for Section 504

104.8 Notice

106.8 Designation of responsible employee and adoption of grievance procedures

106.9 Dissemination of policy

110.1-110.39 Nondiscrimination on the basis of age

COURT DECISIONS

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

Shephard v. Loyola Marymount (2002) 102 CalApp.4th 837

Management Resources:

CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING PUBLICATIONS

California Law Prohibits Workplace Discrimination and Harassment, December 2014

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

Notice of Non-Discrimination, August 2010

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Questions and Answers: Religious Discrimination in the Workplace 2008

New Compliance Manual Section 15: Race and Color Discrimination, April 2006

Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors, June 1999

Enforcement Guidance: Reasonable Accommodation and Undue Hardship under the Americans with

Disabilities Act, March, 1999

WEB SITES

~~EEOC: <http://www.eeoc.gov>~~

~~OCR: <http://www.ed.gov/offices/OCR>~~

~~DFEH: <http://www.dfeh.ca.gov>~~

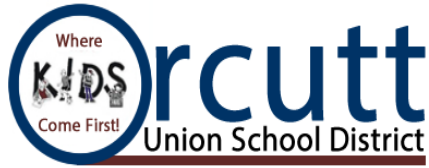
California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

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

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

Policy Adopted: ~~4/10/2013~~ **03/14/2018**

ORCUTT UNION SCHOOL DISTRICT
Orcutt, California



HUMAN RESOURCES MEMORANDUM

TO: Dr. Deborah Blow, Superintendent

FROM: Susan Salucci
Assistant Superintendent, Human Resources

BOARD MEETING DATE: March 14, 2018

BOARD AGENDA ITEM: Board Policy 4119.11

SEXUAL HARASSMENT

BACKGROUND: Policy updated to bring it into compliance with requirements for Federal Program Monitoring.

RECOMMENDATION: It is recommended that the Board of Trustees approve the proposed revisions to BP 4119.11.

FUNDING: No funding implications.

BP 4119.11 (a)
BP 4219.11 (a)
BP 4319.11 (a)

Personnel

SEXUAL HARASSMENT

The Board of Trustees prohibits sexual harassment of district employees and job applicants. The Board also prohibits retaliatory behavior or action against district employees or other persons who complain, testify or otherwise participate in the complaint process established pursuant to this policy and administrative regulation. **This policy shall apply to all district employees and, when applicable, to interns, volunteers, and job applicants.**

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 4030 - Nondiscrimination in Employment)

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to:

1. Providing training to employees in accordance with law and administrative regulation
2. Publicizing and disseminating the district's sexual harassment policy to staff

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

3. Ensuring prompt, thorough, and fair investigation of complaints
4. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments

All complaints and allegations of sexual harassment shall be kept confidential to the extent necessary to carry out the investigation or to take other subsequent necessary actions. (5 CCR 4964)

Any district employee or job applicant who feels that he/she has been sexually harassed or who has knowledge of any incident of sexual harassment by or against another employee, a job applicant or a student, shall immediately report the incident to his/her supervisor, the principal, district administrator or Superintendent.

A supervisor, principal or other district administrator who receives a harassment complaint shall promptly notify the Superintendent or designee.

Complaints of sexual harassment shall be filed in accordance with AR 40340 ~~Complaints Concerning Discrimination in Employment~~ **Nondiscrimination in Employment**. An employee may bypass his/her supervisor in filing a complaint where the supervisor is the subject of the complaint.

BP 4119.11 (b)
BP 4219.11 (b)
BP 4319.11 (b)

Personnel

SEXUAL HARASSMENT

~~(cf. 4031—Complaints Concerning Discrimination in Employment)~~

Personnel

Any district employee who engages or participates in sexual harassment or who aids, abets, incites, compels, or coerces another to commit sexual harassment against a district employee, job applicant, or student is in violation of this policy and is subject to disciplinary action, up to and including dismissal.

~~(cf. 4117.4—Dismissal)~~

(cf. 4118 - Suspension/Disciplinary Action)

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

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

GOVERNMENT CODE

12900-12996 Fair Employment and Housing Act, especially:

12940 Prohibited discrimination

12950.1 Sexual harassment training

LABOR CODE

1101 Political activities of employees

1102.1 Discrimination: sexual orientation

CODE OF REGULATIONS, TITLE 2

7287.8 Retaliation

11023 Harassment and discrimination prevention and correction

11024 Sexual harassment training and education

11034 Terms, conditions, and privileges of employment

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs receiving state financial assistance

UNITED STATES CODE, TITLE 42

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

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

2000h-2-2000h-6 Title IX, 1972 Education Act Amendments

CODE OF FEDERAL REGULATIONS, TITLE 34

106.9 Dissemination of policy

COURT DECISIONS

Department of Health Services v. Superior Court of California, (2003) 31 Cal.4th 1026

Faragher v. City of Boca Raton, (1998) 118 S.Ct. 2275

Burlington Industries v. Ellreth, (1998) 118 S.Ct. 2257

Gebser v. Lago Vista Independent School District, (1998) 118 S.Ct. 1989

Oncale v. Sundowner Offshore Serv. Inc., (1998) 118 S.Ct. 998

Meritor Savings Bank, FSB v. Vinson et al., (1986) 447 U.S. 57

Management Resources:

OFFICE OF CIVIL RIGHTS AND NATIONAL ASSOCIATION OF ATTORNEYS GENERAL

Protecting Students from Harassment and Hate Crime, January, 1999

WEB SITES

BP 4119.11 (c)
BP 4219.11 (c)
BP 4319.11 (c)

Personnel

SEXUAL HARASSMENT

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>
Equal Employment Opportunity Commission: <http://www.eeoc.gov>
U.S. Department of Education, Office of Civil Rights: <http://www.ed.gov/offices/OCR>

Policy Adopted: ~~10/15/08~~ 03/14/2018

ORCUTT UNION SCHOOL DISTRICT
Orcutt, California



TECHNOLOGY SERVICES MEMORANDUM

TO: Deborah Blow, Ed.D.

FROM: Kirby Fell

DATE: March 8, 2018

RE: E-Rate RFO for wireless access points and UPS systems

The E-Rate Program provides discounts for school districts on internet access, telecommunications products and services, internal connection products, services and maintenance. The amount of discount is based on the numbers of students receiving free and reduced price meals.

Districts are required to complete a Request for Offer (RFO) for eligible equipment purchases as part of the application process. We have submitted an RFO for equipment required to bring our wireless network to full capacity at all campuses and for additional Uninterruptible Power Supply (UPS) systems. The UPS systems will provide short-term battery backup for mission critical network and communication systems at each site. If funded, our discount will be approximately 60% of the purchase price listed on the attached document.

As per the E-Rate Contingency statement below, we have the option to cancel the project or proceed with all or a portion of the project, based on the outcome of our E-Rate funding application.

E-RATE CONTINGENCY

The project herein is contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-Rate. Even after award of contract(s) and/or E-Rate funding approval is obtained, the District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the District.

Thank you,
Kirby Fell
Chief Technology Officer

CONTRACT AGREEMENT FOR PRODUCTS FOR E-RATE YEAR 2018 -2019

This agreement is by and between the Orcutt Union Elementary School District ("**The District**") and *CV Enterprises, Inc. dba CompuVision and Vision Communications* ("**Service Provider**") for the purchase of eligible equipment and services as described on the attachment to this letter as part of the E-Rate Year 2015 effort. Service Provider was selected based on Service Provider's response to our request for pricing on the basis of a qualifying Form 470. We intend to file a Funding Request Form 471 with the Universal Services Administrative Company (USAC), Schools and Libraries Division (SLD) E-Rate Program for eligible equipment and services based upon Service Provider's proposal.

Service Provider agrees to abide by all terms and conditions of the Universal Service Act of 1996 as implemented by the SLD E-Rate Discount Program in the procurement, delivery, invoicing and all other transactions associated with the project.

The contract may be subject to the Owner (The District) receiving E-Rate funding in the form of a funding commitment decision letter in the amount requested. Prices must be held firm for the duration of the contract. The term of the contract is valid from the execution date to September 30, 2019 or until all work associated with the projects(s) are complete (including any SLD approved extensions). The work shall be subject to the following conditions:

- A. Service Provider holds a valid Service Provider Identification Number (SPIN) and is not "Red-Light Status" with the FCC.
- B. These services may depend on partial funding from the E-rate program.
- C. Contract may be contingent upon the specific funding of the FRN at the percentage rate submitted for.
- D. The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the form 471 Block 5. The Service Provider will be responsible for invoicing the Schools and Libraries Division for the funded amount unless the applicant elects to proceed without receipt of a Funding Commitment Decision letter.
- E. No E-rate billing can take place before July 1, 2018. If District elects to take delivery after April 1, 2018 but prior to the Receipt of a Funding Commitment Decision letter then the District is liable for all amounts and agrees to pay Service Provider for all equipment in full Net-30 from the Service Provider's invoice and then invoice USAC via the Billed Entity Application for Reimbursement (Form 472) (BEAR).
- F. No installation work can take place before April 1, 2018.
- G. In the event of questions during the E-Rate audit process, Service Provider is expected to reply within 3 days to questions associated with their proposal.
- H. All work is subject to the 100% approval of the project or purchase by the FCC under the E-rate discount program of the Telecommunications Act of 1996 unless otherwise approved by District

- I. The Service Provider will be required to send copies of all forms and invoices submitted to SLD prior to invoicing the SLD to the District.
- J. Service Provider will be responsible for procuring the discounted amount from the SLD unless District elects otherwise (such as The District filing a BEAR).
- K. In addition, District reserves the right to fund, or partially fund (proceed with project or purchase) or not to fund regardless of E-rate approval.
- L. District agrees to promptly file Form 486 - Receipt of Service Confirmation upon receipt of a Funding Commitment Decision Letter.
- M. The Service Provider will submit to the District all pricing in an Item 21 format found at <http://www.usac.org/sl/tools/forms/471-templates.aspx>
- N. District agrees to promptly respond to Service Certification requests. District agrees that a failure on its part to file a Service Certification in a timely manner will result in the loss of funding to the Service Provider and would therefore become liable for any unpaid amounts.
- O. District agrees that progress payments based on percentage of completion and partial delivery of equipment are acceptable.

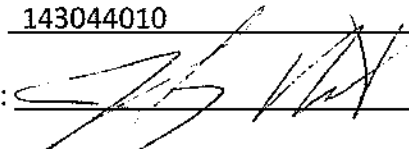
The Orcutt Union Elementary School District agrees to pay the contract amount of \$117,790.31. See "Attachment A" for the bill of materials.

**Service Provider: CV Enterprises, Inc.
(dba: CompuVision & Vision Communications)**

Orcutt Union Elementary School District

SPIN: 143044010

Billed Entity Number: _____

Signature: 

Signature: _____

Printed Name: John Hunt

Print Name: _____

Title: President / CEO

Title: _____

Date: 2/12/13

Date: _____

Attachment A

Bill of Materials
CMAS RFO Response from CV Enterprises, Inc. (dba: CompuVision)
Orcutt Union School District - E-RATE Year (2018/2019)
Summary of All School Locations

Part No.	Mfr.	Description	Qty	Unit Cost	Ext. Cost	% E-Rate Eligible	Taxable or Non-Taxable	Category	Notes
901-R710-US00	Ruckus	ZoneFlex ZoneFlex R710 dual-band 802.11abgn/ac (802.11ac Wave 2), Wireless Access Point, 4x4:4 streams, MU-MIMO, BeamFlex+, dual ports, 802.3af/at PoE support. Does not include power adapter or PoE injector. Includes Limited Lifetime Warranty	140	\$574.98	\$80,497.20	100%	Taxable	Internal Connections	
909-0150-ZD00	Ruckus	AP Management License, 150 each	1	\$6,660.00	\$6,660.00	100%	Non-Taxable	Internal Connections	The cost of this item is divided between locations and is based upon the number of access points. **See Calculation Below.
841-3150-3L00	Ruckus	3-Year Support on AP Management License	1	\$5,094.90	\$5,094.90	100%	Non-Taxable	Basic Maintenance of Internal Connections	The cost of this item is divided between locations and is based upon the number of access points. **See Calculation Below.
SMT3000RM2UNC	APC	APC UPS 3000, includes AP 9631 Network Management Card	13	\$1,377.81	\$17,911.53	100%	Taxable	Internal Connections	
		SUB TOTAL:			\$110,163.63				
		SALES TAX 7.75%:			\$7,626.68				
		SHIPPING:			None				
		ALL SCHOOL LOCATIONS - GRAND TOTAL:			\$117,790.31				

**** Calculations:**

1 x AP Management License, 150 APs	\$6,660.00	divided by	140 Access Points	equals	\$47.57 each Access Point
1 x 3-Year Support on 150 APs	\$5,094.90	divided by	140 Access Points	equals	\$36.39 each Access Point