

ORCUTT UNION SCHOOL DISTRICT
Regular Meeting of the Board of Trustees
Thursday, June 7, 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.
6. Conference with Legal Counsel: Anticipated Litigation Pursuant to California Government Code section 54956.9(d)(2)

RECONVENE TO PUBLIC SESSION 7:15 P.M.

- B. Public Report on Action Taken in Closed Session
C. Adoption of June 7, 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.

- C. 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. Dual Immersion Task Force Report

D. 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.

E. 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 May 9, 2018
- E. Consolidated Application for Funding
- F. Board Policy 3100, Budget, for second reading
- G. Board Policy 3280, Sale, Lease, Rental of District-Owned Property, for second reading
- H. Board Policy 3513.4, Drug & Alcohol-Free Schools, for second reading
- I. Board Policy 3515.7, Firearms on School Grounds, for second reading
- J. Board Policy 3551, Food Service Operations/Cafeteria Fund, for second reading
- K. Board Policy 3553, Business and Noninstructional-Operation, for second reading
- L. Board Policy 1312.3, Uniform Complaint Procedures, for second reading
- M. Board Policy 5022, Student and Family Privacy Rights, for second reading
- N. Board Policy 5145.6, Parental Notifications, for second reading
- O. Board Policy 6162.5, Student Assessment, for second reading
- P. Board Policy 6171, Title I Programs, for second reading
- Q. Board Policy, 4111,4211,4311, Recruitment and Selection, for the second reading

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

Moved _____

Second _____

Vote _____

ITEMS SCHEDULED FOR ACTION

GENERAL

1. Acceptance of Gifts

Alice Shaw Elementary received a cash donation of \$560 from Dr. Robert S. Barry to be put towards scholarships for two students to attend Outdoor School.

Olga Reed received a \$500 cash donation form Nancy E. Helgeland, to offset the cost of graduation activities, and a \$1,000 cash donation from Los Alamos Valley Men’s Club, to offset the cost of tuition and travel to Science Camp.

Orcutt Union School District received (50) Jansport back packs with supplies from Coast Hills Federal Credit Union. The back packs will be distributed to students as needed.

It is recommended that the Board of Trustees accept this gift and request that a letter of acceptance and appreciation be forwarded to Dr. Robert S. Barry, Nancy E. Helgeland, Los Alamos Valley Men’s Club, and Coast Federal Credit Union.

Moved _____ Second _____ Vote _____

2. 2017/2018 Resolution No. 17, Order of Election

It is recommended that the Board of Trustees adopt 2017/2018 Resolution No. 17, Order of Election, as presented.

Moved _____ Second _____ Vote _____

3. 2017/2018 Resolution No. 18, Candidate’s Statement

It is recommended that the Board of Trustees adopt 2017/2018 Resolution No. 18, Candidates Statement, as presented.

Moved _____ Second _____ Vote _____

B. BUSINESS

1. 2017/2018 Resolution No. 19, Education Protection Account (EPA) Requirements

Staff recommends that the Board of Trustees adopt 2017/2018 Resolution No. 19, Education Protection Account (EPA) as presented.

Moved _____ Second _____ Vote _____

2. 2017/2018 Fund Balance GASB 54 Resolution No. 25

It is recommended the Board of Trustees approve the 2017/2018 Fund Balance GASB 54 Resolution No. 25, as submitted.

Moved _____ Second _____ Vote _____

3. Rosie Chavez Donation

It is recommended that the Board of Trustees accept this gift and request that a letter of acceptance and appreciation be forwarded to Marysia B. Ochej and Thomas M. Beckenhaurer.

Moved _____ Second _____ Vote _____

4. 2018-19 Lifetouch Photography Agreement

It is recommended that the Board of Trustees approve the 2018-19 Lifetouch Photography Agreement, as submitted.

Moved _____ Second _____ Vote _____

5. Approval of Vavrinek, Tine, Day & Co., LLP (VTD) Auditors Agreement

It is recommended that the Board of Trustees approve the Vavrinek, Tine, Day & Co., LLP (VTD) Auditors three-year agreement, as submitted.

Moved _____ Second _____ Vote _____

6. Approval of Copier Agreement

It is recommended that the Board of Trustees approve the Copier five-year agreement, as submitted.

Moved _____ Second _____ Vote _____

7. Key Site 17 State Waiver

It is recommended that the Board of Trustees approve the KeySite 17 State Waiver agreement, as submitted.

Moved _____ Second _____ Vote _____

Public Hearing – 2018/2019 Budget

A copy of the 2018/2019 Budget is available for review at the District Office, 500 Dyer Street, Orcutt, CA between the hours of 7:30 am-4:30 pm M-F.

8. 2018/2019 Budget Presentation (No Action)

Staff will present a draft of the District Budget, which will be submitted for approval at the June 13, 2018, Board Meeting.

Public Hearing – Developer Fee Increase

A copy of the 2017/2018 Developer Fee Report is available for review at the District Office, 500 Dyer Street, Orcutt, CA between the hours of 7:30 am-4:30 pm M-F.

9. Developer Fee Increase Report Presentation (No Action)

It is recommended the Board of Trustees approve the increase for Developer Fees, as submitted.

Moved _____ Second _____ Vote _____

B. EDUCATIONAL SERVICES

1. Receipt of Orcutt Academy Charter School Renewal Petition by the Board of Education

Staff recommends that the Board of Trustees acknowledge the receipt of the Charter Renewal petition for Orcutt Academy TK-12 Charter School, as submitted.

Moved _____ Second _____ Vote _____

Public Hearing – Orcutt Academy Charter School Renewal Petition

A copy of the Orcutt Academy Charter School Renewal Petition is available for review at the District Office, 500 Dyer Street, Orcutt, CA between the hours of 7:30 am-4:30 pm M-F.

2. Public Hearing Orcutt Academy Charter School Renewal Petition

A public hearing will be held pursuant to the Education Code for the District’s Board of Education to consider the level of support for the renewal charter petition by teachers and other employees of the District, and parents.

Public Hearing – Local Control and Accountability Plan (LCAP)

A copy of the LCAP is available for review at the District Office, 500 Dyer Street, Orcutt, CA between the hours of 7:30 am-4:30 pm M-F.

3. LCAP Presentation (No Action)

Staff will present a draft of the District’s Local Control Accountability Plan (LCAP), which will be submitted for approval at the June 13, 2018, Board Meeting.

D. HUMAN RESOURCES

1. Approval of Administrative Position: Interim Director of Educational Services

It is recommended that the Board of Trustees approve the hiring Janet Bertoldi as the Interim Director of Educational Services, as submitted.

Moved _____ Second _____ Vote _____

4. Approval of Administrative Position: Interim Executive Director of Special Education

It is recommended that the Board of Trustees approve the hiring of Ted Lyon as the Interim Executive Director of Special Education, as submitted.

Moved _____ Second _____ Vote _____

5. Approval of Administrative Position: Interim Principal, Lakeview Jr. High School

It is recommended that the Board of Trustees approve the hiring of Jonathan Dollahite as the Interim Lakeview Junior High Principal, as submitted.

Moved _____ Second _____ Vote _____

6. Approval of Administrative Position: Interim Vice Principal, Lakeview Jr. High School

It is recommended that the Board of Trustees approve the of Janinne Salinas as the Interim Junior High Vice Principal, as submitted.

Moved _____ Second _____ Vote _____

7. Approval of Memorandum of Understanding between Alliant International University, Inc. and Orcutt Union School District

Staff recommends that the Board of Trustees approve the Alliant International University Practicum Students, Student Teachers and Teacher Intern Agreement for Teacher Credential Program, PPS: School Psychology and School Counseling Programs, as submitted.

Moved _____ Second _____ Vote _____

6. Substitute Teacher Pay Rate for Statutory Leaves of More Than 30 Days

It is recommended that the Board of Trustees approve the substitute teacher pay rates for Statutory Leaves effective August, 1, 2018, as submitted.

Moved _____ Second _____ Vote _____

7. Revision of Substitute Teacher Pay Rate

It is recommended that the Board of Trustees approve revision of Substitute Teacher Pay Rate, as submitted.

Moved _____ Second _____ Vote _____

8. Increase of Director of Child Nutrition Salary Schedule

It is recommended that the Board of Trustees approve the new salary schedule for the Director of Child Nutrition, effective July, 1, 2018, as submitted.

Moved _____ Second _____ Vote _____

9. Accept 2017/2018 Initial Collective Bargaining Proposal from California School Employees Association and it's Orcutt Chapter #255

It is recommended that the Board of Trustees accept the initial proposal for negotiations for the 2017/2018 school year from the California School Employees Association, 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, August 8, 2018, beginning with Closed Session beginning at 6:45 pm followed by Public Session at 7:15 p.m. A Special Board Meeting will be held on Wednesday, June 13, 2018, beginning at 12:00 pm, in the District Office Board Room, 500 Dyer Street, Orcutt, CA.

RECONVENE TO PUBLIC SESSION (if second closed session is necessary)

- A. Public Report on Action Taken in Closed Session

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.

Classified Personnel Action Report
 Orcutt Union School District
 June 7, 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
Alvarez, Sydney	Campus Connection	Child Care Assistant	6/1		\$12.53 per hour	6/18 – 6/30/2018	Summer Camp
Alvarez, Sydney	Campus Connection	Child Care Assistant	6/2		\$13.16 per hour	7/1 – 8/3/2018	Summer Camp
Ast, Diane	Orcutt Jr. High	Noon Duty Supervisor, Substitute	6/6		\$15.99 per hour	4/10/2018	Substitute
Atanasov, Richard	Campus Connection	Child Care Assistant	6/6		\$15.99 per hour	6/19 – 8/3/2018	Summer Camp
Barbosa, Elia	Ralph Dunlap	Instructional Assistant		4.5	\$16.00 per hour	6/19 – 7/17/2018	Extended School Year
Beukes, Alice	Child Nutrition	Child Nutrition Worker, Substitute			\$11.81 per hour	5/13/2018	Resignation
Bower, Sheila	Ralph Dunlap	Instructional Assistant		4.5	\$16.00 per hour	6/19 – 7/17/2018	Extended School Year
Brown, Gail	Campus Connection	Child Care Assistant, Substitute	6/6		\$15.99 per hour	6/18 – 8/3/2018	Summer Camp
Buchanan, Sally	Ralph Dunlap	Instructional Assistant		4.5	\$16.00 per hour	6/19 – 7/17/2018	Extended School Year
Camacho, Diane	Ralph Dunlap	Instructional Assistant		4.5	\$16.00 per hour	6/19 – 7/17/2018	Extended School Year
Campbell, Jana	Transportation	Transportation Coordinator/Trainer	30/3	8.0	\$24.97 per hour	6/11/2018	Permanent/Probationary
Cervantes, Lisette	Olga Reed	ASES Homework Coach, substitute	8/1		\$12.41 per hour	3/26/2018	Substitute
Cervantes, Lisette	Olga Reed	Noon Duty Supervisor, Substitute	6/1		\$11.81 per hour	3/26/2018	Substitute
Coll, Brenda	Ralph Dunlap	Instructional Assistant		4.5	\$16.00 per hour	6/19 – 7/17/2018	Extended School Year
Crandall, Crystal	Ralph Dunlap	Instructional Assistant		4.5	\$16.00 per hour	6/19 – 7/17/2018	Extended School Year
Cuevas, Allison	Nightingale	Child Care Assistant	6/1	2.0	\$12.53 per hour	5/14/2018	Permanent/Probationary

Classified Personnel Action Report
Orcutt Union School District
June 7, 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
Cuevas, Allison	Campus Connection	Child Care Assistant	6/1		\$12.53 per hour	6/18 – 8/3/2018	Summer Camp
Day, Michelle	Ralph Dunlap	Instructional Assistant		4.5	\$16.00 per hour	6/19 – 7/17/2018	Extended School Year
Dutra, Deedra	Patterson	Instructional Assistant I	11/3	3.5	\$15.62 per hour	6/13/2018	Resignation
Dutra, Deedra	Ralph Dunlap	Instructional Assistant		4.5	\$16.00 per hour	6/19 – 7/17/2018	Extended School Year
French, Jennifer	Campus Connection	Child Care Assistant	6/6		\$15.99 per hour	6/18 – 8/3/2018	Summer Camp
French, Kyleigh	Campus Connection	Child Care Assistant, Substitute	6/1		\$12.53 per hour	6/18 – 6/30//2018	Summer Camp
French, Kyleigh	Campus Connection	Child Care Assistant, Substitute	6/2		\$13.16 per hour	7/1 – 8/3/2018	Summer Camp
Fry, Aleja	Alice Shaw	Child Care Assistant	6/2	3.75	\$13.16 per hour	5/29/2018	Permanent/Probationary
Gabalton, Shelley	Alice Shaw	Instructional Assistant I	11/1	3.5	\$14.17 per hour	5/29/2018	Permanent/Probationary
Graham, Jana	Transportation	Transportation Coordinator/Trainer	30/3	8	\$24.97 per hour	6/11/2018	Permanent/Probationary
Guerrero, Karen	Campus Connection	Child Care Coordinator	16/6		\$20.47 per hour	6/18 – 8/3/2018	Summer Camp
Guerrero, Karen	Campus Connection	Child Care Assistant	6/6		\$15.99 per hour	6/18 – 8/3/2018	Summer Camp
Higley, ReyAnn	Alice Shaw	Child Care Assistant	6/6	2.0	\$15.99	6/13/2018	Retirement
Holford, Bianca	Ralph Dunlap	Instructional Assistant		4.5	\$16.00 per hour	6/19 – 7/17/2018	Extended School Year
Hyatt, Donna	Ralph Dunlap	Instructional Assistant		4.5	\$16.00 per hour	6/19 – 7/17/2018	Extended School Year
Jorge, Julie	Dunlap	Noon Duty Supervisor	6/6		\$15.99 per hour	4/20/2018	Resignation from permanent position

Classified Personnel Action Report
 Orcutt Union School District
 June 7, 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
Jorge, Julie	District	Noon Duty Supervisor, Substitute			\$11.81 per hour	4/21/2018	Substitute
Juarez, Shirley	Campus Connection	Child Care Assistant	6/6		\$15.99 per hour	6/18 – 8/3/2018	Summer Camp
Klosinski, Rebecca	Campus Connection	Child Care Assistant	6/6		\$15.99 per hour	6/18 – 8/3/2018	Summer Camp
Laggren, Tatum	Campus Connection	Child Care Assistant	6/6		\$15.99 per hour	6/18 – 8/3/2018	Summer Camp
Lara, Alisa	Campus Connection	Child Care Assistant, Substitute			\$11.81 per hour	6/18 – 8/3/2018	Summer Camp
Leyden, Candance	Ralph Dunlap	Instructional Assistant		4.5	\$16.00 per hour	6/19 – 7/17/2018	Extended School Year
Lopez, Lisa	Ralph Dunlap	Instructional Assistant		4.5	\$16.00 per hour	6/19 – 7/17/2018	Extended School Year
McIntyre, Laura	Ralph Dunlap	Instructional Assistant		4.5	\$16.00 per hour	6/19 – 7/17/2018	Extended School Year
McMann, Shay	Ralph Dunlap	Instructional Assistant		4.5	\$16.00 per hour	6/19 – 7/17/2018	Extended School Year
McMann, Shay	Alice Shaw	Instructional Assistant II	12/2	3.5	\$15.25 per hour	5/24/2018	Permanent/Probationary
Macias, Pamela	Ralph Dunlap	Instructional Assistant		4.5	\$16.00 per hour	6/19 – 7/17/2018	Extended School Year
Menezes, Joanna	Campus Connection	Child Care Assistant	6/6		\$15.99 per hour	6/18 – 8/3/2018	Summer Camp
Monahan, Ashley	Ralph Dunlap	Instructional Assistant		4.5	\$16.00 per hour	6/19 – 7/17/2018	Extended School Year
Mitchell, Chelsea	Ralph Dunlap	Instructional Assistant		4.5	\$16.00 per hour	6/19 – 7/17/2018	Extended School Year
Newhall, Nancy	Campus Connection	Child Care Assistant	6/6		\$15.99 per hour	6/18 – 8/3/2018	Summer Camp
Newman, Ilia	Campus Connection	Child Care Assistant	6/6		\$15.99 per hour	6/18 – 8/3/2018	Summer Camp

Classified Personnel Action Report
 Orcutt Union School District
 June 7, 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
Nunez, Jessica	Campus Connection	Child Care Assistant	6/1		\$12.53 per hour	6/18 – 6/30/2018	Summer Camp
Nunez, Jessica	Campus Connection	Child Care Assistant	6/2		\$13.16 per hour	7/1 – 8/3/2018	Summer Camp
Olvera, Kristen	Ralph Dunlap	Instructional Assistant		4.5	\$16.00 per hour	6/19 – 7/17/2018	Extended School Year
Orca, Anna	District Office, Business Office	Senior Accounting Technician	28/6	8.0	\$125.00 per month	7/1/2018	Longevity – 10 years
Quinn, Jillian	Orcutt Jr. High	Instructional Assistant I	11/1	3.5	\$14.17 per hour	6/13/2018	Resignation
Salazar, Alice	District Office, Superintendent's Office	Administrative Assistant, Confidential	Step 6	8.0	\$125.00 per month	7/1/2018	Longevity – 10 years
Salinas, Jacqueline	Ralph Dunlap	Instructional Assistant		4.5	\$16.00 per hour	6/19 – 7/17/2018	Extended School Year
Samaniego, Christina	Educational Services, IMC	Administrative Assistant	30/2	8.0	\$23.78 per hour	7/01/2018	Promotion
Sampson, Yolanda	Campus Connection	Child Care Assistant	6/6		\$15.99 per hour	6/19 – 8/3/2018	Summer Camp
Sancho, Sheri	Patterson	Instructional Assistant I	11/6	3.5	\$18.09 per hour	6/13/2018	Retirement
Siemens, Elena	Campus Connection	Child Care Assistant, Substitute	6/1		\$11.81 per hour	5/29/2018	Substitute
Singh, Amita	Campus Connection	Child Care Assistant	6/6		\$15.99 per hour	6/18 – 8/3/2018	Summer Camp
Soto, Elaine	Campus Connection	Child Care Assistant	6/6		\$15.99 per hour	6/18 – 8/3/2018	Summer Camp
Stanley, Meghann	Ralph Dunlap	Instructional Assistant		4.5	\$16.00 per hour	6/19 – 7/17/2018	Extended School Year
Taylor, Jeffery	Olga Reed	ASES Homework Coach	8/6	3.0	\$16.80 per hour	6/13/2018	Resignation
Tidd, Megan	Campus Connection	Child Care Assistant	6/3		\$13.81 per hour	6/18 – 6/30/2018	Summer Camp

Classified Personnel Action Report
 Orcutt Union School District
 June 7, 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
Tidd, Megan	Campus Connection	Child Care Assistant	6/4		\$14.50 per hour	7/1 – 8/3/2018	Summer Camp
Weekley, Kim	Ralph Dunlap	Instructional Assistant		4.5	\$16.00 per hour	6/19 – 7/17/2018	Extended School Year
Yolar-Gropetti, Madison	Ralph Dunlap	Instructional Assistant		4.5	\$16.00 per hour	6/19 – 7/17/2018	Extended School Year

ORCUTT UNION SCHOOL DISTRICT

Certificated Personnel Action Report

TO: Dr. Deborah Blow
District Superintendent

FROM: Susan Salucci
Assistant Superintendent, Human Resources

DATE: Board Meeting of June 7, 2018

RE: **RECOMMENDATIONS FOR APPROVAL AND RATIFICATION**

NAME	SCHOOL	CLASS/ STEP	SALARY	EFFECTIVE DATE	ACTION INFORMATION
Alberry, Benjamin	District	V-3	\$56,625	2018-19	Completed units for movement
Ayers, Kelly	Unknown District	VI-6 Hourly	\$65,491 \$40	2018-19 6/19-7/17/18	Prob 1, Years of Service Verified ESY Teacher, 102.5 hrs
Baldwin, Beth	District	Extra Duty	\$40/hr	4/9-4/30/18	Home & Hospital, 13 hrs
Banks, Jared	Nightingale	II	\$95,549 \$360/yr \$1,100/yr	7/1/2018	Vice Principal Cell Phone Allowance Mileage Allowance
Barker, Susan	District	Hourly	\$25	1/17-4/12/18	ELPAC, 96 hrs
Barnewolt, Janene	Unknown	V-6	\$62,524 \$5,000*	2018-19	Probationary Signing Bonus Over 2 Years
Beach, Tammy	Dunlap	Extra Duty	\$47.10/hr	4/20/18	EIP, 2 hrs
Benedict, Patricia	District	Hourly	\$25	4/23-4/30/18	Dibels, 24 hrs
Bertoldi, Janet	District	VI	\$136,214 \$600/yr \$2,200/yr \$7,400/yr	7/1/2018	Interim Curr. Spt/CC/Tech Ed Cell Phone Allowance Mileage Allowance Longevity
Black, Darrell	District	VI	\$101,664 \$1,050/yr \$4,600/yr	7/1/2018	Psychologist Mileage Allowance Longevity
Blow, Deborah	District		\$209,731	7/1/2018	Superintendent
Boyd, Michelle	Orcutt	VI	\$108,497 \$360/yr \$1,100/yr \$4,600/yr	7/1/2018	Vice Principal Cell Phone Allowance Mileage Allowance Longevity

*To be prorated

<i>NAME</i>	<i>SCHOOL</i>	<i>CLASS/STEP</i>	<i>SALARY</i>	<i>EFFECTIVE DATE</i>	<i>ACTION INFORMATION</i>
Brannon, Erica	District	V-3	\$56,625	2018-19	Completed units for movement
Brickey, Patrick	Lakeview	Extra Duty	\$40/hr	4/28/18 4/9-4/30/18	Saturday School, 3 hrs After School Computer Lab, 6 hrs
Brown, Matthew	Nightingale	I-2	\$45,536	2018-19	Probationary
Buchanan, Sally	District	Hourly	\$25 \$30	4/18-4/25/18 4/9-4/30/18	Dibels, 9 hrs Home & Hospital, 17 hrs
Buchanan, Sarah	District	Hourly	\$25	4/25/18	Dibels, 6.25 hrs
Burch, Dawn Ann	Orcutt		\$25,000	6/30/18	Participate in the Early Retirement Incentive Program, 1 x payout
Burlakovsky, Miriam	District	VI	\$101,664 \$1,050/yr	7/1/2018	Psychologist Mileage Allowance
Camacho, Diane	District	Hourly	\$30	4/9-4/20/18	Home & Hospital, 10 hrs
Canby, Erin	Shaw	Hourly	\$25	4/11/18	Academic Intervention, 1 hr
Carmichael, Christina	Lakeview	Extra Duty	\$47.10/hr	2/6-3/21/18	IEP, 3.25 hrs
Cave, Kelsey	District	Hourly	\$40	6/19-7/17/18	ESY Teacher, 102.5 hrs
Chambless, Amy	Shaw	Extra Duty	\$47.10/hr	4/26/18	IEP, 1 hr
Cleveland, Paul	Lakeview	Stipend Extra Duty	\$924 \$40/hr	2018-19 4/25/18	Yearbook Advisor Articulation, 4 hrs
Cunningham, Tiffany	Orcutt	V-3	\$56,625 \$5,000*	2018-19	Temporary, 100% Signing Bonus over 2 years
Cutler, Elizabeth	Lakeview	Extra Duty	\$40/hr	4/11-4/27/18 4/11-4/25/18	Academic Intervention, 5 hrs Home & Hospital, 15 hrs
Dacus, Cody	Nightingale	Hourly	\$25	4/10-4/26/18	After School Computer Lab, 5 hrs
Dahl, Cheryl	Nightingale	Extra Duty	\$40/hr	4/24/18	IEP, .75 hrs
Danielson, Whitney	Shaw	Hourly	\$25	4/23/18	SBAC, 1 hr
Davis, Mary	Lakeview		\$12,500 \$12,500	6/30/18 1/31/19	Participate in the Early Retirement Incentive Program, split payments
Day, Shannon	Dunlap	Extra Duty	\$40/hr	3/16/18	IEP, 1 hr
DelCarmen, Maria	Lakeview	Extra Duty	\$40/hr	4/25/18 4/17/18	Articulation, 4 hrs Worked Prep, 1 hr
Dell' Armo, Sarah	Orcutt	Extra Duty	\$40/hr	4/24/18	Worked Prep, 1 hr
Dollahite, Jonathan	Lakeview	V	\$108,653 \$360/yr \$1,100/yr	7/1/2018	Interim JHS Principal Cell Phone Allowance Mileage Allowance

*To be prorated

<i>NAME</i>	<i>SCHOOL</i>	<i>CLASS/ STEP</i>	<i>SALARY</i>	<i>EFFECTIVE DATE</i>	<i>ACTION INFORMATION</i>
Edds, Holly	District		\$141,106	7/1/2018	Assistant Superintendent of Education Service
Espino, Abraham	District	VI	\$101,664 \$1,050/yr	7/1/2018	Psychologist Mileage Allowance
Falero, Robert	Orcutt		\$25,000	6/30/18	Participate in the Early Retirement Incentive Program, 1 x payout
Ferrari, Ted	Orcutt	VI-8 Extra Duty	\$69,972* \$40/hr	2018-19 4/26/18	Temporary, 40% Worked Prep, 1 hr
Flores, Debra	District	Hourly	\$40	6/19-7/17/18 4/12-4/27/18	ESY Teacher, 102.5 hrs Home & Hospital, 12 hrs
Frantz, Michele	Nightingale	Extra Duty	\$40/hr	4/30/18	IEP, 1 hr
Fraser, Jamie	Pine Grove	Extra Duty	\$47.10/hr	4/24-4/26/18	IEP, 2.25 hrs
Fredriks, Ginger	Orcutt	Extra Duty	\$40/hr	4/17/18	Worked Prep, 1 hr
Freeland, Susan	Nightingale	Hourly	\$25	4/30/18 4/10-4/26/18	Dibels, 6 hrs After School Computer Lab, 6 hrs
Freitas, Jennifer	Nightingale	Hourly	\$25	4/23-4/30/18	Dibels, 40 hrs
Furst, Elaine	Lakeview	V-20 Extra Duty	\$93,119 \$47.10/hr \$40/hr	2018-19 2/21-4/12/18 2/1-4/30/18	TOSA IEP, 2 hrs Articulation, 12 hrs
Goroski, Brenda	Lakeview	V-20 Extra Duty	\$93,119* \$40/hr	7/1/18 4/17-4/20/18	Reduced FTE to .60 Contract Worked Prep, 2 hrs
Grennan-Slider, Julie	Nightingale	Extra Duty	\$47.10/hr \$40/hr	3/5/18 4/10-4/26/18	IEP, 1 hr After School Computer, 5 hrs
Hart, Debra	Olga Reed		\$15,000 \$10,000	6/30/18 1/31/19	Participate in the Early Retirement Incentive Program, split payment
Henry, Kristi	District	Hourly IV-2	\$40 \$52,310	6/19-7/17/18 2018-19 \$5,000*	ESY Teacher, 102.5 hrs Probationary Signing Bonus Over 2 years
Hinden, Susie	Patterson	Extra Duty	\$40/hr	3/22-4/26/18	Academic Intervention, 5 hrs
Hoffman, James	Pine Grove		\$5,000 \$20,000	6/30/18 1/31/19	Participate in the Early Retirement Incentive Program, split payment
Hoffman, Kathleen	Shaw		\$5,000 \$20,000	6/30/18 1/31/19	Participate in the Early Retirement Incentive Program, split payment
Hotchkiss, Molly	Patterson		\$1,000 \$24,000	6/30/18 1/31/19	Participate in the Early Retirement Incentive Program, split payment
		Extra Duty	\$47.10/hr	4/30/18	IEP, 1 hr

*To be prorated

<i>NAME</i>	<i>SCHOOL</i>	<i>CLASS/ STEP</i>	<i>SALARY</i>	<i>EFFECTIVE DATE</i>	<i>ACTION INFORMATION</i>
Hughes, Michelle	Shaw District	Hourly	\$25	4/23-4/26/18 4/9-4/26/18 4/10-4/25/18 4/30/18	SBAC, 2 hrs Academic Intervention, 25 hrs ELPAC, 23.5 hrs NWEA, 5 hrs
Jackson, Kacie	Orcutt	Extra Duty	\$40/hr	2/25-3/20/18	Long Term Sub Support/Grading, 16.5 hrs
Johnson, Melissa	District	Hourly	\$25	4/23-4/30/18	Dibels, 26.5 hrs
Kirby, Jeff	Orcutt	Extra Duty	\$40/hr	4/10-4/26/18 4/9-4/25/18 4/5-4/27/18	Academic Intervention, 6 hrs Articulation, 5 hrs Long Term Sub Support/Grading, 9 hrs
Kozel, Julie	Patterson	VI	\$121,755 \$360/yr \$1,100/yr	7/1/2018	Principal Cell Phone Allowance Mileage Allowance
Krausse, Sheila	District	Hourly	\$25	4/10-4/30/18	ELPAC, 81 hrs
Kuykendall, Colleen	Patterson	Extra Duty	\$40/hr	4/10-4/26/18	Academic Intervention, 5 hrs
Laflin, Debra	Olga Reed	Extra Duty	\$40/hr	4/16-4/30/18	Academic Intervention, 3.75 hrs
Leach, Veronica	District	Hourly	\$25	4/24-4/30/18	Dibels, 32.25 hrs
Lee, Linda	Patterson	Extra Duty	\$40/hr	2/15-3/1/18	Academic Intervention, 5 hrs
Lee, Tanya	Olga Reed	Extra Duty	\$40/hr	4/17-4/26/18	Academic Intervention, 3 hrs
Leyden, Candance	Patterson	Hourly	\$25	4/10-4/26/18	Academic Intervention, 6 hrs
Lindemulder, Gerald	Orcutt	Extra Duty	\$40/hr	4/10-4/26/18 4/24/18	Detention, 6 hrs Worked Prep, 1 hr
Long, Kathy	District	VI	\$101,644 \$4,600/yr \$1,050/yr	7/1/2018	Psychologist Longevity Mileage Allowance
Lopez, Shannon	Nightingale	Extra Duty	\$47.10/hr	4/30/18	IEP, 1 hr
Lyon, Ted	Lakeview	VI	\$131,608 \$360/yr \$2200/yr	7/1/2018	Interim Director, Special Education Cell Phone Allowance Mileage Allowance
Lyon, Shane	Lakeview	Hourly	\$25	4/30/18	SBAC, 3 hrs
Maloney, Cynthia	Pine Grove		\$12,500 \$12,500	6/30/18 1/31/19	Participate in Early Retirement Incentive Program, split payment
Manfredi, Patricia	Lakeview	Extra Duty	\$40/hr	4/10-4/25/18	Academic Intervention, 5 hrs

*To be prorated

<i>NAME</i>	<i>SCHOOL</i>	<i>CLASS/ STEP</i>	<i>SALARY</i>	<i>EFFECTIVE DATE</i>	<i>ACTION INFORMATION</i>
McKee, Vada	Orcutt	III-2	\$49,946 \$5,000*	2018-19	Prob 1 Signing Bonus Over 2 Years
McInerney, Kathleen	Nightingale	VI	\$121,755 \$6,000/yr \$360/yr \$1,100/yr	7/1/2018	Principal Longevity Cell Phone Allowance Mileage Allowance
McDevitt, Teresa	Nightingale	Extra Duty	\$47.10/hr \$40/hr	4/9-4/26/18 4/9-4/26/18	IEP, 6 hrs Home & Hospital, 15 hrs
McGray, Cheryl	District	Hourly	\$25	4/9-4/30/18 4/19-4/27/18 5/1/18	ELPAC, 32 hrs Dibels, 24.75 hrs ELPAC, 2.75 hrs
Meertens, Karen	Patterson	Extra Duty	\$47.10/hr	4/30/18	IEP, 1 hr
Millan, Laurie	Shaw	Hourly	\$25	4/25/18	Dibels, 3 hrs
Miller, Ashley	District	Hourly Extra Duty	\$40 \$47.10/hr	6/19-7/17/18 3/1-4/11/18	ESY Teacher, 51.5 hrs IEP, .25 hrs
Murch, Tamara	Patterson	Hourly	\$25	4/30/18	IEP, 1 hr
Naess, Jennifer	Pine Grove	Extra Duty	\$47.10/hr	4/11-4/27/18	IEP, 3 hrs
Norling, Michaela	District	Hourly	\$40	6/19-7/17/18	ESY Teacher, 102.5 hrs
Oliver, Michelle	District	Hourly	\$25	4/24-4/25/18	Dibels, 11.5 hrs
Osborne, Kelly	Orcutt	IV	\$116,392 \$360/yr \$1,100/yr \$3,200/yr	7/1/2018	Principal Cell Phone Allowance Mileage Allowance Longevity
Padilla, Valerie	District Shaw	Hourly Extra Duty	\$40 \$47.10/hr	6/19-7/17/18 2/26-4/23/18	ESY Teacher, 51.5 hrs IEP, 4.75 hrs
Papworth, Lara	District	Hourly	\$25	4/16-4/17/18	ELD, 4.75 hrs
Parsley, Meghan	District Shaw	Hourly	\$25	4/25/18 4/11/18	Dibels, 3 hrs Academic Intervention, 1 hr
Partida, Kristi	Lakeview	Extra Duty	\$40/hr	4/25/18	Articulation, 2.5 hrs
Pawley, Lise	District	Extra Duty	\$40/hr	2/16-2/17/18	iPad Academy, 9 hrs
Perales, Anita	Nightingale	Extra Duty	\$47.10/hr	4/12-4/30/18	IEP, 2.25 hrs
Perez, Cecilia	District	Hourly Extra Duty	\$40 \$47.10/hr	6/19-7/17/18 4/20-4/23/18	ESY Teacher, 102.5 hrs IEP, 2 hrs
Pollock, Christin	Dunlap	Extra Duty	\$40/hr	4/20/18	IEP, 1 hr

*To be prorated

<i>NAME</i>	<i>SCHOOL</i>	<i>CLASS/ STEP</i>	<i>SALARY</i>	<i>EFFECTIVE DATE</i>	<i>ACTION INFORMATION</i>
Prachar, Matthew	Dunlap Shaw	Extra Duty	\$40/hr	1/8-4/30/18	Before & After School Band, 28 hrs Before & After School Band, 28 hrs
Qian, Susan	District	Hourly	\$40	6/19-7/17/18	ESY Teacher, 102.5 hrs
Rapson, David	Orcutt		\$25,000	6/30/18	Participate in the Early Retirement Incentive Program, 1 x payout
Reinartz, Mary	Patterson	Extra Duty	\$40/hr	4/10-4/26/18	Academic Intervention, 5 hrs
Rianda, Terry	District	Extra Duty	\$40/hr	4/30/18	Home & Hospital, 1 hr
Riezebos, Stacy	Patterson	Extra Duty	\$40/hr	4/23/18	IEP, 1.5 hrs
Robertson, Donald	Pine Grove	Extra Duty	\$40/hr	4/26/18	IEP, 1.25 hrs
Rodriguez, Christina	District	Hourly	\$50	6/19-7/17/18	ESY Psychologist, 102.5 hrs
Romine, Michelle	District	V	\$85,730 \$600/yr \$800/yr	7/1/2018	Administrative School Nurse Cell Phone Allowance Mileage Allowance
Salinas, Janinne	Lakeview	V	\$104,827 \$360/yr \$1,100/yr \$4,600/yr	7/1/2018	Interim Vice Principal Cell Phone Allowance Mileage Allowance Longevity
Salucci, Susan	District		\$138,600	2018-19	Assistant Superintendent of Human Resources
Salvesen, Kris	District	Hourly	\$25	4/19-4/24/18	SBAC, 2 hrs
Sanders, Greg	Lakeview	Extra Duty	\$40/hr	4/12-4/26/18	After School Computer, 3 hrs
Savaso, Lisa	Nightingale	Extra Duty	\$40/hr	4/24-4/26/18	IEP, 2 hrs
Schmidt, Christopher	Orcutt	VI-20 Extra Duty	\$97,555* \$40/hr	2018-19 4/17/18	Additional .20 FTE Worked Prep, 1 hr
Schmidt, Joseph	Dunlap	V	\$117,637 \$360/yr \$1100/yr	7/1/2018	Principal Cell Phone Allowance Mileage Allowance
Schnorf, Barbara	Pine Grove	Extra Duty	\$40/hr	4/11/18	IEP, .75 hrs
Severance, Jenee	Shaw	VI	\$121,755 \$360/yr \$1100/yr	7/1/2018	Principal Cell Phone Allowance Mileage Allowance
Sharpe, Jeri	Pine Grove	IV-1	\$50,614	2018-19	Probationary
Sheahan, Jonathan	Lakeview	III-2	\$49,946	2018-19	Submitted units for column movement
Shuffield, Jamie	Nightingale	Hourly	\$25	4/10-4/26/18	After School Computer, 6 hrs

*To be prorated

<i>NAME</i>	<i>SCHOOL</i>	<i>CLASS/ STEP</i>	<i>SALARY</i>	<i>EFFECTIVE DATE</i>	<i>ACTION INFORMATION</i>
Signorelli, Denee	Pine Grove	VI	\$121,755 \$360/yr \$1100/yr	7/1/2018	Principal Cell Phone Allowance Mileage Allowance
Silva, Julie	Pine Grove	Extra Duty	\$40/hr	4/24/18	IEP, 1 hr
Smith, Catherine	Patterson		\$12,500 \$12,500	6/30/18 1/31/19	Participate in the Early Retirement Incentive Program, split payment
Smith, Timothy	Lakeview	Extra Duty	\$40/hr	4/26/18	Worked Prep, 1 hr
Smithson, Allen	Unknown	IV-2	\$52,310	2018-19	Probationary
Sullivan, Katherine	Dunlap	Extra Duty	\$40/hr	10/18/17- 4/25/18	PLC, 19 hrs
Swaim, Stefani	Patterson/ Nightingale	IV-2 Extra Duty	\$52,310 \$40/hr	6/13/18 4/24/18	Resignation IEP, 1.25 hrs
Taber, Alena	Orcutt	Extra Duty	\$40/hr	10/14/17- 3/21/18 4/17/18	Articulation, 5.75 hrs Worked Prep, 1 hr
Thompson, Linda	Shaw	Hourly Extra Duty	\$12,500 \$12,500 \$50 \$47.10/hr	6/30/18 1/31/19 6/19-6/29/18 3/1-4/23/18	Participate in the Early Retirement Incentive Program, split payment ESY Speech Teacher IEP, 3.5 hr
Torbert, Arlene	Patterson	Extra Duty	\$25,000 \$40/hr	6/30/18 4/10-4/24/18	Participate in the Early Retirement Incentive Program, 1 x payout Academic Intervention, 3 hrs
Tummolo, Launi	Lakeview	Extra Duty	\$12,500 \$12,500 \$40/hr	6/30/18 1/31/19 4/11-4/25/18	Participate in the Early Retirement Incentive Program, split payment After School Computer, 3 hrs
Turner, Kathryn	District	Hourly	\$25	4/19-4/30/18 4/9-4/20/18	Dibels, 43.25 hrs ELPAC, 53.5 hrs
Ungefug, Randy	Orcutt		\$8,000 \$17,000	6/30/18 1/31/19	Participate in the Early Retirement Incentive Program, split payment
VanAllen, William	Lakeview	Extra Duty	\$40/hr	4/10-4/26/18	Academic Intervention, 6 hrs
Vertrees, Katie	Lakeview	Extra Duty	\$40/hr	3/26-4/12/18	IEP, 2 hrs
Vidal, Jerred	Lakeview	Extra Duty	\$40/hr	2/6-6/21/18	IEP, 2.5 hrs
Waggoner, Amy	District	Hourly	\$30	4/10-4/19/18	Home & Hospital, 18 hrs
Westhoff, Kazan	Nightingale	Extra Duty	\$47.10/hr	4/24/18	IEP, 1 hr
Whitehair, Steven	District	Hourly Extra Duty	\$40 \$47.10/hr	6/19-7/17/18 4/30/18	ESY Teacher, 102.5 hrs IEP, 1 hr

*To be prorated

<i>NAME</i>	<i>SCHOOL</i>	<i>CLASS/ STEP</i>	<i>SALARY</i>	<i>EFFECTIVE DATE</i>	<i>ACTION INFORMATION</i>
Whitley, Wendy	District	Extra Duty IV-5	\$47.10/hr \$57,754	4/9-4/10/18 6/13/2018	IEP, 1.75 hrs Resignation
Wiggins, Paula	Olga Reed	Extra Duty	\$40/hr	4/19-4/20/18	Academic Intervention, 1.5 hr
Wilkanoski, Lisa	Olga Reed	Extra Duty	\$40/hr	4/17-4/30/18	Academic Intervention, 3.75 hrs
Winkelpleck, Lyn	Orcutt	Extra Duty	\$40/hr	4/9-4/30/18	Long Term Sub Support, 25.5 hrs
Zucker, Anna	Orcutt	Extra Duty	\$40/hr	4/16/18 4/20-4/26/18	Worked Prep, 2 hrs Articulation, 4 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
REGULAR MEETING MINUTES
May 9, 2018**

CALL TO ORDER

A regular meeting of the Board of Trustees of the Orcutt Union School District was held on Wednesday, May 9, 2018, beginning with Dr. Peterson calling Public Session to order at 6:47 p.m. The Pledge of Allegiance was led by Dr. Blow, Members Present: Buchanan, Peterson, Hatch, Phillips and Morinini. Administrators Present: Blow, Salucci, Con and Fell Absent: Edds. It was moved by Bob Hatch seconded by Liz Phillips and carried to adjourn to Closed Session at 6:52 p.m. Ayes: Buchanan, Peterson, Hatch, Phillips, and Morinini.

RECONVENE TO PUBLIC SESSION

The meeting reconvened to Public Session at 7:34 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 May 9, 2018, agenda as presented. Ayes: Buchanan, Peterson, Hatch, Phillips, and Morinini.

SUPERINTENDENT'S REPORT

Dr. Blow showed the videos of the winners of the Educational Media Innovation (EMI) event held April 26, 2018, at Ethel Pope Auditorium. The 2018 Grand Recognition Winner – Elementary was “History in the Blink of an Eye,” by Evan, Cooper, and Tyler, (Miss Riezebos’ Class), 2018 Grand Recognition – Secondary, “Unwritten,” by Jessalyn Pardo, Mr. McManus’s Class, and the People’s Choice Award Winner, “I Dare You,” Miss Brannon’s Class. Walter Con introduced Michael Rea with Pupil Transportation Information (PTI). Michael Rea presented the board with a PowerPoint presentation on Orcutt Union School District transportation report. LeeAnn Luongo, Director of OCAF, was unable to attend the board meeting. Dr. Blow gave a brief update on the submittal of current grants and mailings for the upcoming Chalk Festival.

PUBLIC COMMENT

Phyllis Jackson, President of the California School Employees Association (CSEA) presented a copy of the 2018/2019 openers for negotiations

CONSENT AGENDA ITEMS

- A. Classified Personnel Action Report
- B. Certificated Personnel Action Report
- C. Approval of Warrants
- D. Minutes, Regular Meeting, April 11, 2018
- E. Minutes, Special Board Meeting, May 2, 2018
- F. Board Policy 6142.7, Physical Education and Activity, for second reading

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

ACTION AGENDA ITEMS

Acceptance of Gift

It was moved by Lisa Morinini, seconded by Liz Phillips, and carried to approve the donation of \$1200 from Pacific Petroleum California, Inc., drums and bells from Cheri Palin, Paint, map stencils and volunteer painters to assist with the playground beautification from Serve Santa Maria, and Pastor Carl Nielsen, \$300 from Santa Maria Chapter of California Women in Agriculture, \$280 from Santa Maria Tool, Inc. and \$1000 from Vino Farms, LLC. Ayes: Buchanan, Hatch, Peterson, Phillips, and Morinini.

Strategic Plan Targets – 2018-2019

It was moved by Liz Phillips, seconded by Lisa Morinini, and carried to approve the Strategic Plan Targets for 2018-19, as submitted. Ayes: Buchanan, Peterson, Hatch, Phillips, and Morinini.

Approve the agreement between Orcutt Union School District and Cabinet Employees for Compensation for the 2017-18 school year

It was moved by Lisa Morinini, seconded by Bob Hatch, and carried to approve the agreement between Orcutt Union School District and Cabinet Employees for Compensation for the 2017-18 school year, as submitted. Ayes: Buchanan, Peterson, Hatch, Phillips, and Morinini.

Approve Resolution Number 23, Intent to Initiate Transition from At-Large Elections to By-Trustee Area Elections

It was moved by Bob Hatch, seconded by Lisa Morinini, and carried to approve Resolution Number 23, Intent to Initiate Transition from At-Large Elections to By-Trustee Area Elections, as submitted.

Ayes: Peterson, Hatch, Phillips, and Morinini; No: Buchanan

Prop 39 District Energy Manager and Reporting Services agreement with Indoor Environmental Services (IES)

It was moved by Liz Phillips, seconded by Lisa Morinini, and carried to approve Prop 39 District Energy Manager and Reporting Services agreement with Indoor Environmental Services (IES), as submitted.

Ayes: Buchanan, Peterson, Hatch, Phillips, and Morinini.

Surplus Items

It was moved by Liz Phillips, seconded by Lisa Morinini, and carried to approve the Surplus items, as submitted. Ayes: Buchanan, Peterson, Hatch, Phillips, and Morinini.

Board Policy 3100, Budget

It was moved by Liz Phillips, seconded by Lisa Morinini and carried to approve Board Policy 3100, Budget, 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 3280, Sale, Lease, Rental or District-Owned Property

It was moved by Lisa Morinini, seconded by Liz Phillips and carried to approve Board Policy 3280, Sale, Lease, Rental of District-Owned Property, 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 3513.4, Drug & Alcohol Free Schools

It was moved by Liz Phillips, seconded by Lisa Morinini and carried to approve Board Policy 3513.4, Drug & Alcohol Free Schools, 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 3515.7, Firearms on School Grounds

It was moved by Lisa Morinini, seconded by Liz Phillips and carried to approve Board Policy 3515.7, Firearms on School Grounds, 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 3551, Food Service Operations/Cafeteria Fund

It was moved by Liz Phillips, seconded by Lisa Bob Hatch and carried to approve Board Policy 3551, Food Service Operations/Cafeteria Fund, 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 3553, Business and Noninstructional-Operation

It was moved by Lisa Morinini, seconded by Bob Hatch and carried to approve Board Policy 3553, Business and Noninstructional-Operation, 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.

Out-of-State Travel for the Director of Child Nutrition

It was moved by Bob Hatch, seconded by Liz Phillips, and carried to approve the Out-of-State Travel for the Director of Child Nutrition to Las Vegas, Nevada, July 9-12, 2018, as submitted. Ayes: Buchanan, Peterson, Hatch, Phillips, and Morinini.

Board Policy 1312.3, Uniform Complaint Procedures

It was moved by Liz Phillips, seconded by Bob Hatch 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.

Board Policy 5022, Student and Family Privacy Rights

It was moved by Lisa Morinini, seconded by Liz Phillips and carried to approve Board Policy 5022, Student and Family Privacy Rights, 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 5145.6, Parental Notifications

It was moved by Lisa Morinini, seconded by Bob Hatch and carried to approve Board Policy 5145.6, Parental Notifications, 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 6162.5, Student Assessment

It was moved by Liz Phillips, seconded by Bob Hatch and carried to approve Board Policy 6162.5, Student Assessment, 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 6171, Title I Programs

It was moved by Lisa Morinini, seconded by Bob Hatch and carried to approve Board Policy 6171, Title I Programs, 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.

California Department of Education Library Survey

It was moved by Bob Hatch, seconded by Liz Phillips, and carried to approve the California Department of Education Library Survey's for nine school sites, as submitted. Ayes: Buchanan, Peterson, Hatch, Phillips, and Morinini.

Orcutt JHS Seventh and Eighth Grade Honor Society Trips

It was moved by Lisa Morinini, seconded by Liz Phillips, and carried to approve the Orcutt JHS Seventh and Eighth Grade Honor Society Trips to Universal Studios (seventh grade) and Magic Mountain (eight grade) On June 6, 2018, as submitted. Ayes: Buchanan, Peterson, Hatch, Phillips, and Morinini.

Board Policy 4111, 4211, 311, Recruitment and Selection

It was moved by Liz Phillips, seconded by Bob Hatch and carried to approve Board Policy 4111, 4211, 4311, Recruitment and Selection, 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.

Approve the Addendum to Employment Agreement between the Orcutt Union School District and Dr. Deborah Blow

It was moved by Liz Phillips, seconded by Bob Hatch, and carried to approve the Addendum to Employment Agreement between the Orcutt Union School District and Dr. Deborah Blow, as submitted. Ayes: Buchanan, Peterson, Hatch, Phillips, and Morinini.

2017/2018 Resolution No. 20, Day of the Teacher

It was moved by Liz Phillips, seconded by Bob Hatch, and carried to approve the 2017/2018 Resolution No. 20, Day of the Teacher, as submitted. Ayes: Buchanan, Peterson, Hatch, Phillips, and Morinini.

2017/2018 Resolution No. 21, Declaration of Need

It was moved by Bob Hatch, seconded by Liz Phillips, and carried to approve the 2017/2018 Resolution No. 21, Declaration of Need, as submitted. Ayes: Buchanan, Peterson, Hatch, Phillips, and Morinini.

Accept Initial Collective Bargaining Proposal with California School Employees Association and its Orcutt Chapter #255 for the 2018/2019 School Year

It was moved by Liz Phillips, seconded by Lisa Morinini, and carried to Accept Initial Collective Bargaining Proposal with California School Employees Association and its Orcutt Chapter #255 for the 2018/2019 School Year, as submitted. Ayes: Buchanan, Peterson, Hatch, Phillips, and Morinini.

ITEMS FROM THE BOARD

The Board of Trustees requested a schedule be created for the remaining events for the 2017/2018 school year.

GENERAL ANNOUNCEMENTS

Unless otherwise noticed, the next regular board meeting is scheduled for Thursday, June 7, 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. Special Retiree Recognition will be held at 4 p.m. on June 7, 2018, at Orcutt JHS Gym.

ADJOURN

It was moved by Liz Phillips, seconded by Lisa Morinini and carried to adjourn the meeting at 8:37 p.m.

Deborah L. Blow, Ed.D. Board Secretary

Lisa Morinini, Clerk, Board of Trustees

2018-19 Application for Funding

CDE Program Contact:

Education Data Office, ConApp@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The LEA is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	06/07/2018
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District English Learner Advisory Committee (DELAC) Review

Per Title 5 of the California Code of Regulations Section 11308, if your district has more than 50 English learners the district must establish a District English Learner Advisory Committee (DELAC) and involve them in the application for funding for programs that serve English learners.

DELAC representative's full name	Paula Gijon
DELAC review date	05/03/2018
Meeting minutes web address Please enter the Web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a Web address is not available, the LEA must keep the minutes on file which indicates that the application is approved by the committee.	http://www.orcuttschools.net/UserFiles/Servers/Server_111696/File/DELA C%20Minutes%202.1.2018.pdf
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

Application for Categorical Programs

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111 et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201	No

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2018-19 Application for Funding

CDE Program Contact:

Education Data Office, ConApp@cde.ca.gov, 916-319-0297

Title IV, Part A (Student Support) ESSA Sec. 1112(b) SACS 4127	Yes
---	-----

*****Warning*****

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Shaw Elementary School

759 Dahlia Place
Santa Maria, California 93455
Orcutt Union School District

Phone: (805) 938-8850

www.aliceshawschool.net

Fax: (805) 938-8899

Date 05/11/18

Dr. Blow
Superintendent &
The Board of Trustees
Orcutt Union School District
501 Dyer St.
Orcutt, CA 93455

Dear Dr. Blow and Board:

On behalf of Alice Shaw School, I am requesting that the Board of Trustees accept a cash donation of \$560.00.

This donation will be used for 2 students to go to Outdoor School. We thank Dr. Robert S. Barry for his donation.

Sincerely,


Principal

Cc:
Dr. Robert S. Barry
1420 S. Miller St. Suite A-B
Santa Maria, CA 93454
805-922-3573



ORCUTT UNION SCHOOL DISTRICT REQUEST FOR ACCEPTANCE OF GIFT

SCHOOL: Shaw Elementary School Date: 5/11/2018

DONOR: Name: Robert S Barry Inc.
Address: 1420 S. Miller St. Suite A-B
Phone No. 805-922-3573

GIFT: Item Donated _____ or Cash Donation \$ 560.00
(Fill in if money is donated)
Designated for: Outdoor School
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 UNION SCHOOL DISTRICT
REQUEST FOR ACCEPTANCE OF GIFT

SCHOOL: Olga Reed School Date: 5/15/18

DONOR: Name: Nancy E. Helgeland
Address: 28844 Grayfox St., Malibu, CA 90265-4253
Phone No.

GIFT: Item Donated or Cash Donation \$ 500.00
Designated for: Eighth grade graduation celebration and activities
General Description:
Model No.: Condition: [X] New [] Used
Value (estimated):
Purpose of Gift: To offset the cost of graduation and related celebration activities
Will gift be purchased through Business Services Office? [] Yes [X] No
Donor Conditions of Acceptance:

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

- A. Will gift require installation? [] Yes [X] 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): Kathleen Stevenson
Acceptance Approved By (Administrator):
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 UNION SCHOOL DISTRICT
REQUEST FOR ACCEPTANCE OF GIFT

SCHOOL: District Office Date: May 17, 2018

DONOR: Name: Coast Hills Federal Credit Union
Address: PO Box 200, Lompoc, CA 93438-00200
Phone No. (805) 733-7681

GIFT: Item Donated (50) Janzsport Backpacks or Cash Donation \$
Designated for: Students that need backpacks
General Description: Janzsport backpacks filled with supplies
Model No.: Condition: [X] New [] Used
Value (estimated):
Purpose of Gift:
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): Alice Salazar
Acceptance Approved By (Administrator): [Signature]
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 UNION SCHOOL DISTRICT
REQUEST FOR ACCEPTANCE OF GIFT

SCHOOL: Olga Reed School Date: 5/24/18

DONOR: Name: Los Alamos Valley Men's Club
Address: PO Box 13 Los Alamos, CA 93440
Phone No.

GIFT: Item Donated or Cash Donation \$ 1000.00
Designated for: Science Camp Trip
General Description:
Model No.: Condition: [X] New [X] Used
Value (estimated):
Purpose of Gift: This donation is to offset the cost of tuition and travel to Science Camp
Will gift be purchased through Business Services Office? [] Yes [X] 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): Kathleen Stevenson
Acceptance Approved By (Administrator):
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.)

NOTICE OF ELECTIVE OFFICES TO BE FILLED IN THE

DISTRICT NAME

TO: Joseph E. Holland, County Clerk, Recorder and Assessor & Registrar of Voters, County of Santa Barbara

You are hereby notified that at the **Consolidated General Election** to be held in the above district on **November 6, 2018**, the elective office(s) listed below are to be filled.

OFFICE OF DISTRICT DIRECTOR, TRUSTEE, OR GOVERNING BOARD MEMBER

HOW ELECTED	NUMBER TO BE ELECTED
Please specify below one of the following options: AT LARGE / BY DIVISION / TRUSTEE AREA	Please specify in the space below the number of district directors, trustees, or board members to be elected in this election. Number to be Elected: _____

DISTRICT INCUMBENTS COMING UP FOR ELECTION (Please attach a sheet if more space is needed):

NAME	RESIDENCE ADDRESS	TERM OF OFFICE	
Please print incumbents' names and Division or TA number if applicable (Ex. John Doe – TA # 1)	(NO PO Boxes)	Check One Below	
		Full (4 yrs)	Short (2 yrs)
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>

You are further notified that if a candidate files a **candidate statement of qualifications** pursuant to Elections Code Section 13307, the **cost of printing and handling** of the statement shall be **paid by** the:

PRINT "CANDIDATE" OR "DISTRICT"

Executed on: _____

District Seal

SIGNATURE OF DISTRICT SECRETARY

RESOLUTION NO. _____

DISTRICT NAME

CANDIDATES' STATEMENTS OF QUALIFICATIONS

WHEREAS, Section 13307 of the Elections Code of the State of California requires this board to adopt certain policies in regard to statements of candidates who run for office as members of the governing board of the district;

NOW, THEREFORE, BE IT RESOLVED that this governing board does hereby determine:

1. That the cost of printing, handling, and mailing candidates' statements of qualifications shall be charged to the:

CANDIDATE OR DISTRICT

2. That the candidates' statement of qualifications shall not exceed:

"200" OR "400" WORDS

3. That the candidates not be permitted to submit additional materials to be sent to the voter with the County Voter Information Guide.
4. That the County of Santa Barbara Registrar of Voters be directed to give a copy of these regulations to each candidate, or his or her representative, at the time that nomination documents are received.

BE IT FURTHER RESOLVED that these policies shall remain in full force and effect until rescinded by this Board.

PASSED AND ADOPTED by the Governing Board of _____ of the

DISTRICT NAME

this _____ day of _____, _____.

Ayes:

Noes:

Absent:

SIGNATURE OF DISTRICT SECRETARY

DISTRICT AND ELECTED OFFICIALS INFORMATION

DISTRICT CONTACT INFORMATION

DISTRICT NAME: _____

STREET ADDRESS: _____

MAILING ADDRESS: (If different than above) _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL: _____

DISTRICT SECRETARY

NAME: _____

DISTRICT SUPERINTENDENT/MANAGER

NAME: _____

TITLE: _____

DISTRICT CONTACT FOR THIS ELECTION

NAME: _____

TITLE: _____

ELECTED OFFICIAL'S SALARY REPORT

(Please Check One)


Elected officials of this district receive a salary of **less than a \$200.00 per month** and therefore are not required to file semi-annual campaign disclosure reports, unless they receive or make any contributions, or make any expenditures pursuant to Government Code Section 84200(2).

Elected officials of this district receive a salary of **\$200.00 or more per month** and therefore must file semi-annual campaign expenditure reports in compliance with the reporting requirements of Government Code Section 84200(a).



BUSINESS SERVICES MEMORANDUM

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

FROM: Walter Con 
Assistant Superintendent, Business Services

BOARD MEETING DATE: June 7, 2018

BOARD AGENDA ITEM: Resolution No. 19 Education Protection Account (EPA) Requirements

BACKGROUND: Proposition 30, The Schools and Local Public Safety Protection Act of 2012, approved by the voters on November 6, 2012, temporarily increases the State's sales tax rate for all taxpayers and the personal income tax rates for upper-income taxpayers. Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012. The provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account (EPA) to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f).

Local Education Agencies (LEAs) such as school districts, county offices of education, and charter schools will receive funds from the EPA based on their proportionate share of the statewide LCFF amount. A corresponding reduction is made to a LEAs LCFF state aid equal to the amount of their EPA entitlement. LEAs will receive EPA payments quarterly in the 2017-18 Fiscal Year.

Nearly all of the increased revenue generated from Proposition 30 is used to pay K-14 expenses from the prior year and reduce delays in payments due to schools. Therefore, districts throughout California are estimating deferral payback funding which will allow for restoration of previous cuts imposed during the recession.

2017-18 Education Protection Act

The Proposition 30 initiative was intended to minimize deeper cuts to school agencies and other state-supported programs in California. In addition, Proposition 30 prohibits the Initiative's tax revenues allocated to K-12 agencies from being used for administrative costs. While all revenues raised by Proposition 30 are distributed to school districts, a significant share of those resources simply reduce the amount of other state funding that schools receive.

Before June 30 of each year, the State Director of Finance is required to estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year. The General Fund portion of that amount is estimated to be:

Education Protection Account	
Estimated Funds	
Calculation:	\$ 5,329,630
Estimated Expenditures	\$ 5,329,630
<i>instruction, instructional library, media, and technology, guidance and counseling services, psychological services, attendance and social work services, health services, speech pathology and audiology services, custodians, plant services, and, pupil testing services.</i>	
<p>Note: As per Article XIII, Section 36 of the California Constitution, the district will post an accounting of the actual money received from the EPA and accounts where the money was allocated when we receive the funds.</p>	

RECOMMENDATION: I recommend that the Board Adopt Resolution No. 19, The Education Protection Account 2017-18, as presented above.

FUNDING: General Fund as presented.

**ORCUTT UNION SCHOOL DISTRICT
REGULAR BOARD MEETING
June 7, 2018**

**RESOLUTION NO. 19
THE EDUCATION PROTECTION ACCOUNT (EPA) 2017-2018**

WHEREAS, the voters approved Proposition 30 on November 6, 2012;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30 of each year, the State Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Governing Board of the Orcutt Union School District that:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of Orcutt Union School District;
2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the Orcutt Union School District has determined to spend the monies received from the Education Protection Act on:
 - instruction,
 - instructional library, media, and technology,
 - guidance and counseling services,
 - psychological services,
 - attendance and social work services,
 - health services,
 - speech pathology and audiology services,
 - custodians,
 - plant services, and
 - pupil testing services.

PASSED AND ADOPTED this 7th day of June, 2018.

I, Deborah L. Blow Secretary of the Board of Trustees of Orcutt Union School District hereby certify that Resolution #19 was duly passed and adopted by the Board of Trustees of Orcutt Union School District at a regular meeting thereof assembled this 7th day of June 2018 by the following vote, to-wit:

AYES:

NOES:


ABSENT:

Secretary of the Board of Education of the
Orcutt Union School District



BUSINESS SERVICES MEMORANDUM

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

FROM: Walter Con 
Assistant Superintendent, Business Services

BOARD MEETING DATE: June 7, 2018

BOARD AGENDA ITEM: Fund Balance GASB 54 Resolution No. 24

BACKGROUND: School districts are required to implement General Accounting Standards Board (GASB) Statement No. 54, which provides classification of fund balances and special revenue fund definitions. This action must be taken each year prior to June 30th.

Fund balances of the governmental funds are classified as follows:

Non-spendable – amounts that cannot be spent either because they are in non-spendable form or because they are legally or contractually required to be maintained intact.

Restricted – amounts that can be spent only for specific purposes because of constitutional provisions or enabling legislation or because of constraints that are externally imposed by creditors, grantors, contributors, or the laws or regulations of other governments.

Committed – amounts that can be used only for specific purpose determined by a formal action of the governing board. The governing board is the highest level of decision-making authority for the district. Commitments may be established, modified, or rescinded only through ordinances or resolutions approved by the governing board.

Assigned – amounts that do not meet the criteria to be classified as restricted or committed but that are intended to be used for specific purposes.

RECOMMENDATION: I recommend that the Board approve Resolution No. 24 as presented.

FUNDING: All Funds

ORCUTT UNION SCHOOL DISTRICT

RESOLUTION NO. 24 2018-2019

RESOLUTION FOR THE CLASSIFICATION OF

FUND BALANCES IN GOVERNEMENTAL ACCOUNTING STANDARDS BOARD (GASB 54)

ON MOTION of Member _____, seconded by Member _____, the following resolution is hereby adopted:

WHEREAS, the governing board of Orcutt Union School District will adhere to the reporting requirements as set forth by Governmental Accounting Standards Board (GASB) Statement 54 Fund Reporting and Governmental Fund Type Definitions; and

WHEREAS, the District will categorize according to the following components: Nonspendable (including but not limited to, inventory, prepaid), Restricted (external restrictions), Committed (imposed by resolution), Assigned (general intent for specific use) and Unassigned (residual); and

WHEREAS, the governing board further delegates authorization to the Superintendent and/or their designate to identify intended uses of assigned funds; and

WHEREAS, the governing board further establishes the order in which fund balances will be spent when multiple fund balance types are available for a specific purpose, committed, assigned, and lastly unassigned; and

WHEREAS, the governing board is committed to maintain a prudent level of financial resources to protect against the need to reduce services levels because of temporary revenue shortfalls or unpredicted one time expenditures. The District's minimum fund balance policy requires a Reserve for Economic Uncertainties, consisting of unassigned amounts, equal to no less than prescribed for fiscal solvency review purposes pursuant to Education Code Section 33127. In the event the balance drops below the established minimum level, the district's governing board will develop a plan to replenish the fund balance to the established minimum level within two years.

NOW THEREFORE, BE IT RESOLVED that the Governing Board of the Orcutt Union School District, in accordance with the provisions of GASB 54 adopts the following authorization for fiscal year 2018-19 to comply with the categorization of fund balance as prescribed by GASB Statement 54 as approved by the Superintendent or their designee:

PASSED AND ADOPTED by the Governing Board on June 7, 2018, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA

COUNTY OF SANTA BARBARA

I, Jim Peterson, President of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the Board at a regularly called and conducted meeting held on said date.


WITNESSED my hand this 7th day of June, 2018.

President of the Governing Board



BUSINESS SERVICES MEMORANDUM

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

FROM: Walter Con 
Assistant Superintendent, Business Services

BOARD MEETING DATE: June 7, 2018

BOARD AGENDA ITEM: Acceptance of Gift

BACKGROUND: On behalf of Sandi Chavez, district staff and organizers for the “Rosie Chavez Memorial Scholarship” we would like to say “Thank You” to the following individuals for their donations:

Marysia B. Ochej and Thomas M. Beckenhauer: \$200.00


RECOMMENDATION: I recommend that the Board of Trustees accept the donations in the amount of \$200 to be deposited to the “Rosie Chavez Memorial Scholarship.”

FUNDING: As presented.



BUSINESS SERVICES MEMORANDUM

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

FROM: Walter Con 
Assistant Superintendent, Business Services

BOARD MEETING DATE: June 7, 2018

BOARD AGENDA ITEM: Life Touch Photography Contract for the 2018-2019 School Year

BACKGROUND: For the past 12 years Lifetouch, a professional photography company, has been recording the smiling faces of students and educators for Orcutt Union School District (OUDS). Services include Picture Day photos and Yearbook photos. OUDS has the option to renew our contract yearly with Lifetouch.

RECOMMENDATION: I recommend that the Board of Trustees approve the option to renew our contract, see attached, with Lifetouch for the 2018-2019 school year.

FUNDING: No fiscal impact to the district.

LIFETOUCH PORTRAIT & YEARBOOK AGREEMENT

2018-2019	<input type="checkbox"/> NEW <input checked="" type="checkbox"/> RENEW
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SCHOOL/LID: Orcutt Union School District 262498 PHONE: (805) 938-8900

ADDRESS: 500 Dyer Street FAX: _____

CITY/STATE/ZIP: Santa Maria, Ca 93455 GRADES: PreK-12 ENROLLMENT: _____

PRINCIPAL: _____ EMAIL: _____

SECRETARY: _____ CONTACT: _____

FALL PROGRAM <u>TBD per school</u> ORIGINAL DATE: _____ SECOND DATE: _____ THIRD DATE: _____	SUBJECTS _____ _____ _____	PAYMENT METHOD <u>Prepay</u> <input type="checkbox"/> IN-PACK COMPOSITE <input type="checkbox"/> IN-PACK GROUP
--	--	--

SPRING PROGRAM <u>TBD per school</u> ORIGINAL DATE: _____ SECOND DATE: _____	SUBJECTS _____ _____	PAYMENT METHOD <u>Prepay / SPEC</u> <input type="checkbox"/> IN-PACK GROUP
---	-----------------------------------	---

YEARBOOK PROGRAM _____

ADVISER: _____ PHONE: _____

EMAIL: _____ PREFERENCE: ALL-COLOR B&W HARD COVER SOFT COVER ZOOM

BEST TIME: _____

OTHER PROGRAMS GROUP DATE (SEP SALE): _____ PANORAMA DATE: _____ OTHER DATE: _____	SUBJECTS _____ _____ _____	PENNANT? <input type="checkbox"/> YES <input type="checkbox"/> NO
--	--	---

NOTES, SPECIAL REQUESTS & PROMOTIONS: _____ _____ _____ _____ _____ _____	WORK ORDER DUE DATES: FALL _____ SPRING _____ YB _____ PAN/SE _____ OTHER _____ OTHER _____
--	--

DURING THE AGREEMENT TERM, LIFETOUCH NATIONAL SCHOOL STUDIOS INC. IS DESIGNATED AS THE SCHOOL'S EXCLUSIVE PROFESSIONAL PHOTOGRAPHER TO PHOTOGRAPH, PROCESS AND DELIVER PHOTOGRAPHS FOR THE PROGRAMS DESCRIBED ABOVE AND THE YEARBOOK. IN EXCHANGE FOR THE SERVICES, THE SCHOOL WILL ALLOW ACCESS TO STUDENTS, STAFF AND USE OF SCHOOL PROPERTY AND INFORMATION FOR PHOTOGRAPHY, ADMINISTRATION OF THE PHOTOGRAPHY AND DISTRIBUTION OF MATERIALS. LIFETOUCH WILL NOT DISCLOSE CONFIDENTIAL INFORMATION PROVIDED BY THE SCHOOL OR USE IT FOR ANY PURPOSE EXCEPT TO FULFILL THE SERVICES REQUESTED TO BE PERFORMED BY LIFETOUCH. THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS AGREEMENT.

AUTHORIZED SCHOOL REPRESENTATIVE _____ DATE _____	OFFICE USE ONLY: OC: _____ IV: _____ JOB #: _____
LIFETOUCH REPRESENTATIVE <u>Adrian Zimmer</u> REP CODE <u>DCHX</u>	



TERMS OF AGREEMENT

THIS PORTRAIT AND YEARBOOK AGREEMENT includes the Terms on the front and back of this Agreement and cannot be changed or cancelled by either party during the Agreement term except by written consent of both the School and Lifetouch National School Studios Inc. ("Lifetouch").

INTERNET-BASED APPLICATIONS: Some of the Lifetouch products and services are provided through an Internet-based application ("Application"). By selecting an Application, the School authorizes Lifetouch to transmit information, including images, to and from the School and Lifetouch, its affiliated companies, their employees, agents and representatives via a website or otherwise through the internet. The School agrees to comply with the security features of the Application and to protect and control access to the Application, including without limitation, passwords, job numbers and user names.

EMAIL COMMUNICATIONS: Many communications between Lifetouch and the School will be by email, to the contact addresses indicated on this Agreement. If Lifetouch is providing a yearbook program, the Yearbook Adviser Email address designated on the front of this Agreement will be an agreed yearbook communication address and communication method. The School agrees to regularly monitor and keep secure the email addresses and advise Lifetouch promptly of any changes in contact information or address.

YEARBOOK PROGRAM: If the School selected a Yearbook Program, the following provisions apply:

KIT AND MATERIALS. Lifetouch will provide materials in the form of yearbook kits, layouts, envelopes, instructions and a production schedule for the programs selected to enable the School to prepare its yearbook for printing. The School agrees to prepare and submit all materials, including photographs, graphics and clip art in accordance with the instructions and deadline schedules.

PHOTOGRAPHS AND GRAPHICS: Lifetouch reserves the right to crop photographs, graphics, clip art and other materials as deemed necessary by Lifetouch and is not liable for their loss or damage. Lifetouch will make a reasonable effort to return original materials but does not guarantee their return.

PROOFS: So that Production will not be delayed, the School agrees to check proofs and return them in the envelope provided or approve via the Web site within 48 hours after receipt. Delay in returning proofs will delay delivery of the yearbooks.

DELIVERY: For on-time delivery, Lifetouch must receive the materials for the correct pages (including cover selection and quantity) on or before the deadline dates indicated on the front of this Agreement, as may be updated via the Web site or on the Specification Form that will be sent to the School periodically. Lifetouch is excused from meeting the requested ship date if pages are not in the plant by the specified deadline dates. Handwork in the book or on the cover will require the final deadline to be one week earlier. Books will be shipped to the School. Title and risk of loss will pass to the School FOB plant.

ADDITIONAL CHARGE ITEMS: The School agrees to pay for artwork provided by Lifetouch, corrective work on School material and non-standard composition or layout. All artwork and custom design work provided by Lifetouch, including any embossing or debossing dies and designs developed at the School's expense, are provided to the School on a non-exclusive basis, and Lifetouch retains all copyrights therein. Charges will be discussed with a School Representative and appear on the final invoice. If the School misses deadline dates and desires to maintain originally-scheduled ship date, the request will be considered based on available capacity. If capacity is available, the School agrees to pay the then current weekly fee.

PAYMENT PLAN: The School is the purchaser of the yearbooks. The School agrees to pre-sell all books. The School agrees to pay a minimum deposit of 75% upon receipt of invoice which will be sent at the later of on or about October 1 or 30 days after this Agreement has been signed. The deposit must be remitted to Lifetouch National School Studios Inc., Accounts Receivable, P.O. Box 46993, Eden Prairie, MN 55344-9728. A final invoice will be sent to the school approximately three days after book shipment. Full payment is due (to above address) within 10 days after books are received at the School. The School agrees to pay a 1% monthly service fee for late payment. Shipments are FOB Loves Park, Illinois or Kansas City, Missouri. If during the manufacturing process overruns are printed, Lifetouch may offer to sell extra yearbooks to the School.

PAYING BY CHECK: When the School pays by check, the School authorizes Lifetouch to process the payment as a check transaction or to use information from the check to make a one-time electronic fund transfer from the School's checking account. Funds may be withdrawn from the account on the day Lifetouch receives payment and the financial institution will not return the check. A service fee may be charged on returned checks.

LIFETOUCH reserves the right to refuse to print any material, which in its opinion is tortious, illegal or violates any copyright or proprietary rights. Lifetouch assumes no obligation for reviewing or editing materials submitted by or on behalf of School. The School is responsible for the content of the book and materials submitted to Lifetouch for printing. Upon request, the School agrees to obtain such authorizations as considered necessary by Lifetouch.

HOLD HARMLESS: The School releases Lifetouch and will indemnify and hold harmless Lifetouch, its related companies, employees, agents and representatives from any and all claims, demands, actions, losses, costs, expenses and reasonable attorney fees arising out of or in connection with the printing of any materials submitted by the School, its faculty, administrators, students, employees, representatives, agents or breach of the School's obligations under this Agreement.

NEITHER PARTY is liable for delays or losses as a result of strikes, accidents, government restrictions, acts of God, acts of war, or other causes beyond its control, and such delays will not constitute a breach of contract.

THE SCHOOL grants to Lifetouch and its related companies permission to reproduce, distribute and otherwise use reproductions of the School's materials, including without limitation the yearbook cover design and production materials, in sales and promotional literature and as samples, without compensation to the School.



BUSINESS SERVICES MEMORANDUM

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

FROM: Walter Con
Assistant Superintendent, Business Services

BOARD MEETING DATE: June 7, 2018

BOARD AGENDA ITEM: Audit Services Contract

BACKGROUND: Orcutt Union School District has utilized Vavrinek, Tine, Day & Co., LLP (VTD), a firm of certified public accounts and consultants specializing in auditing and accounting. Over the past 3 years VTD has served our district well. Their firm has expertise with K-12 school districts, and charter schools. As laws and regulations specifically pertaining to Charter Schools change they provide training and support to our staff at the district office and at the school sites. The attached 3 year proposed contract would be for fiscal years 2018-2019, 2019-2020 and 2020-2021.

Additionally, VTD will be providing the auditing services for the Measure G bond projects. Attached, is the 3 year proposed contract for the fiscal years 2018-2019, 2019-2020 and 2020-2021.

The cost would be as follows:

Fiscal Year	General Audit	Bond Audit
Fiscal Year 2018-2019	\$ 15,000	Not to exceed \$5,000
Fiscal Year 2019-2020	\$ 15,500	Not to exceed \$5,000
Fiscal Year 2020-2021	\$ 16,000	Not to exceed \$5,000

RECOMMENDATION: I recommend that the Board of Trustees authorize staff to enter into 3-year contracts, as presented, with Vavrinek, Trine, Day & Co., LLP (VTD) for general audit and bond audit services for 2018-2019 through 2020-2021.

FUNDING: Fiscal impact for general audit services on the General Fund, and for bond audit services, Measure G Bond Fund as described above.

CONTRACT FOR AUDITING

This agreement made and entered into this 23rd of May 2018, between the Governing Board of the Orcutt Union School District, of Santa Barbara County, State of California, hereafter referred to as "District" and VAVRINEK, TRINE, DAY & CO., LLP, Certified Public Accountants, hereafter referred to as "Auditors".

We understand the services we are to provide the District for the years ended June 30, 2019, 2020, and 2021. We will audit the financial statements, including the related notes to the financial statements, which collectively comprise the basic financial statements of the District, as of and for the three-year period beginning July 1, 2018 and ending June 30, 2021. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedules
3. Schedule of Other Postemployment Benefits (OPEB) Funding Progress

Supplementary information, other than RSI, also accompanies the District's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of Expenditures of Federal Awards, if applicable
2. Schedules required by the current *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, issued by the Education Audit Appeals Panel

The following additional information accompanying the basic financial statements will be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

1. Combining Statements – Non-Major Governmental Funds

AUDIT OBJECTIVES

The objective of our audit is the expression of an opinion as to whether your basic financial statements are fairly presented, in all material respects, in conformity with United States generally accepted accounting principles and to report on the fairness of the supplementary information referred to above when considered in relation to the financial statements taken as a whole. The objective also includes reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with Federal statutes, regulations, and the terms and conditions of Federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and compliance will each include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with United States generally accepted auditing standards; the standards outlined in the current *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our single audit. If our opinion on the financial statements or the Single Audit compliance opinion is other than unmodified, we will fully discuss the reasons with you in advance. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the single audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance.

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

MANAGEMENT RESPONSIBILITIES

Management is responsible for the basic financial statements, Schedule of Expenditures of Federal Awards, and all accompanying information, as well as all representations contained therein.

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over Federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, Schedule of Expenditures of Federal Awards, and all

accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving (1) management; (2) employees who have significant roles in internal control; and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with Federal statutes, regulations, and the terms and conditions of Federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review a week prior to the report date.

You are responsible for identifying all Federal awards received and understanding and complying with the compliance requirements and for the preparation of the Schedule of Expenditures of Federal Awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report

on the Schedule of Expenditures of Federal Awards in any document that contains and indicates that we have reported on the Schedule of Expenditures of Federal Awards. You also agree to include the audited financial statements with any presentation of the Schedule of Expenditures of Federal Awards that includes our report thereon OR make the audited financial statements readily available to intended users of the Schedule of Expenditures of Federal Awards no later than the date the Schedule of Expenditures of Federal Awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for the presentation of the Schedule of Expenditures of Federal Awards in accordance with the Uniform Guidance; (2) you believe the Schedule of Expenditures of Federal Awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the Schedule of Expenditures of Federal Awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

OTHER SERVICES

We will also assist in preparing the financial statements, Schedule of Expenditures of Federal Awards, and related notes of the Orcutt Union School District in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards*, and such services will not be conducted in accordance with *Government Auditing Standards*. You will be required to acknowledge in the written representation letter our assistance with the preparation of the financial statements and Schedule of Expenditures of Federal Awards and that you have reviewed and approved the financial statements, Schedule of Expenditures of Federal Awards, and related notes prior to their issuance and have accepted responsibility for them. You agree to assume all management responsibilities for any non-audit services we provide; oversee the services by designating an individual, Walter Con, Assistant Superintendent, Business Services, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

AUDIT PROCEDURES - INTERNAL CONTROLS

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement, whether from (1) errors; (2) fraudulent financial reporting; (3) misappropriation of assets; or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements; Schedule of Expenditures of Federal Awards; Federal award programs, compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Our audit will include obtaining an understanding of the District and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major Federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weakness. However, during the audit, we will communicate to management, and those charged with governance, internal control related matters that are required to be communicated under professional standards, *Government Auditing Standards*, and the Uniform Guidance.

AUDIT PROCEDURES - COMPLIANCE

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable Federal statutes, regulations, and the terms and conditions of Federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the District's major programs. The purpose of those procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

AUDIT ADMINISTRATION AND ACCESS TO WORKPAPERS

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. We will provide the appropriate number of copies of our reports to the District; however, it is management's responsibility to submit the reporting package (including financial statements, Schedule of Expenditures of Federal Awards, summary schedule of prior audit findings, auditor's reports, and a corrective action plan) along with the Data Collection Form to the designated Federal Clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditor's reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits. At the conclusion of the engagement, we will assist management in submitting the reporting packages.

The audit documentation for this engagement is the property of the Auditors and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the appropriate Cognizant or Oversight Agency for Audit or its designee, a Federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality

review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of the Auditor. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release or for any additional period requested. If we are aware that a Federal or State awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Scott C. Gustafsson is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

AUDIT FEES

Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The fee listed below is based on anticipated cooperation from your personnel, the assumption that unexpected circumstances will not be encountered during the audit, no significant changes in reporting format and/or audit requirements or significant changes in the operations of the District.

If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fee. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

The maximum annual fees for auditing services under the terms of this contract shall not exceed \$15,000 for the year ending June 30, 2019, \$15,500 for the year ending June 30, 2020, and \$16,000 for the year ending June 30, 2021, for personal services, with the exception that any additional auditing services provided for (1) any changes in District reporting format, i.e., GASB requirements and/or audit requirements, issued by the Education Audit Appeals Panel, Federal Agencies, American Institute of Certified Public Accountants, or Governmental Accounting Standards Board; (2) any changes in the number of funds or accounts maintained by the District during the period under this contract; and (3) any Federal Program and State Special Projects/compliance issues shall be in addition to the above maximum fees for personal services.

The final installment will represent the ten percent (10%) withheld amount pursuant to *Education Code* 14505 and will be presented for payment upon certification by the Controller that the audit report conforms to the reporting provisions of the Audit Guide. All billings for additional audit fees or services will be billed as these services are provided. In accordance with *Education Code* Section 14505 (b), the District shall withhold fifty percent (50%) of the audit fee for any subsequent year of a multi-year contract if the prior year's audit report was not certified as conforming to reporting provisions of the Audit Guide. This contract shall be null and void if a firm or individual is declared ineligible pursuant to subdivision (c) of Section 41020.5. The withheld amount shall not be payable unless payment is ordered by the State Board of Accountancy or the audit report for that subsequent year is certified by the Controller as conforming to reporting provisions of the Audit Guide.

COMPENSATION

All personal services performed by the Auditors shall be reimbursed at the following hourly rates:

Partner/Principal	\$	190
School Services Consultant		150
Manager		150
Supervisor		130
Senior in Charge		105
Staff Accountant		80
Paraprofessional		60

In addition to such payment for personal services, the Auditors shall be reimbursed for such travel as may be necessary, computed at \$65 per day for meals and lodging of each person, together with mileage computed at the approved Internal Revenue Service rate per mile.

If a dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation. The costs of any mediation proceedings shall be shared equally by all parties. The District and Auditors both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the rules of the American Arbitration Association. Such arbitration will be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF DISPUTE OVER FEES, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND, INSTEAD, WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

ANNUAL REPORT - FORM AND CONTENT, DELIVERY

The form and content of the annual audit shall be in conformity, to the extent practicable, with such form and content as may be prescribed by the State of California under Section 41020 of the *Education Code*, including the required compliance audit provisions of the Uniform Guidance, *Audits of State of Local Governments*, issued by the U.S. Office of Management and Budget, as issued pursuant to the Single Audit Act Amendments of 1996 and Title 2 U.S CFR Part 200, *Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The audit shall be completed and the audit report shall be delivered in accordance with time requirements as specified in the current *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, issued by Educational Audit Appeals Panel, unless delayed by circumstances beyond the control of the Auditors. Fifteen (15) bound copies of the audit report may be rendered to the District, in addition to the copies required to be filed with the applicable governmental units. Copies in excess of the contract amount may be billed for an additional fee.

Government Auditing Standards require that we provide you with a copy of our most recent quality control review report. Our peer review report for the year ended December 31, 2014, accompanies this letter.

We appreciate the opportunity to be of service to the Orcutt Union School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. This contract will continue in effect until cancelled by either party.

WORKERS' COMPENSATION

VAVRINEK, TRINE, DAY & CO., LLP is aware of the provisions of Section 3700 of the Labor Code that requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code. VAVRINEK, TRINE, DAY & CO., LLP is in compliance with such provisions.

NON-LICENSEE OWNERS

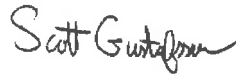
VAVRINEK, TRINE, DAY & CO., LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California Business and Professions Code. It is not anticipated that any of the non-licensee owners will be performing audit services for the District.

GOVERNING BOARD OF THE
ORCUTT UNION SCHOOL DISTRICT

VAVRINEK, TRINE, DAY & CO., LLP

By

By



District

Partner

Federal Identification Number: 77-0074164

YANARI WATSON MCGAUGHEY P.C.

DALE M. YANARI (1947-2004) ♦ RANDY S. WATSON ♦ G. LANCE MCGAUGHEY ♦ DON W. GRUENLER
FINANCIAL CONSULTANTS/CERTIFIED PUBLIC ACCOUNTANTS

System Review Report

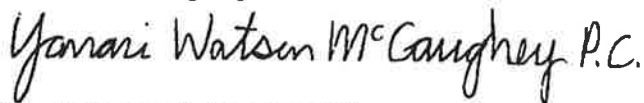
May 22, 2015

To the Partners of
Vavrinek, Trine, Day & Co., LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Vavrinek, Trine, Day & Co., LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended December 31, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*; audits of employee benefit plans and audits performed under FDICIA.

In our opinion, the system of quality control for the accounting and auditing practice of Vavrinek, Trine, Day & Co., LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended December 31, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Vavrinek, Trine, Day & Co., LLP has received a peer review rating of *pass*.




Yanari Watson McGaughey P.C.

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web site: www.ywmcpa.com



BUSINESS SERVICES MEMORANDUM

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

FROM: Walter Con 
Assistant Superintendent, Business Services

BOARD MEETING DATE: June 7, 2018

BOARD AGENDA ITEM: Approval of Copier Lease

BACKGROUND: More Office Solutions specialize in management of office technology solutions. Orcutt Union School District has been utilizing their expertise for the past 10 years. We currently have 41 leased copiers with More Office Solutions and of those 41 leased copiers, 32 of the leases will expire on 5/31/18. The various types of copiers range in size and functionality depending on the site or department needs.

The current cost of lease for these 32 copiers is \$65,279 and the total for the new lease will be \$61,989 which is a savings of \$3,290 per year.

The lease will fall under the Piggyback Shasta Union High School District A77 Contract.

RECOMMENDATION: I recommend that the lease of copiers be awarded to More Office Solutions under the terms and conditions of Contract A77, awarded by Shasta Union High School District pursuant to the provisions of Public Contract Code Section 20118. The governing board finds and determines that this is in the best interest of the district to lease the copiers through More Office Solutions.

FUNDING: Fiscal impact as described above on the General Fund, Charter Fund, and Child Nutrition Fund.



BUSINESS SERVICES MEMORANDUM

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

FROM: Walter Con 
Assistant Superintendent, Business Services

BOARD MEETING DATE: June 7, 2018

BOARD AGENDA ITEM: Resolution No. 26 to Reapply for Waiver of Provisions of the California Education Code Related to the Disposition of Surplus Land (Key Site 17)

BACKGROUND: Orcutt Union School District is the owner of certain real property totaling approximately nine and one-half acres (9.5) acres, located adjacent to the District office, and commonly referred to as Key Site 17. On August 20, 2014, the Board approved staff's recommendation to seek a waiver of certain portions of the Education Code related to the disposition of surplus land and applied to the California Department of Education (CDE). On November 14, 2014, the CDE approved the District's Waiver Request and granted the District a waiver of the requested Education Code Sections. The Waiver expired in 2016, and the District now seeks to reapply for a waiver on the same terms and conditions previously approved by the CDE so that the District may directly negotiate with interested parties for the lease and development of the property for senior citizens housing. This waiver would allow the District greater flexibility in the leasing process of surplus land. The District has provided at least thirty 30 days' notice to all parties identified in Education Code section 33050, of its intention to reapply for a waiver of the same provisions of the Education Code previously granted by the CDE. The District has provided published notice of the public meeting, and has received no objection to the proposed reapplication for a waiver.

RECOMMENDATION: I recommend that the Board of Trustees approve a waiver request for certain provisions of the Education Code related to the disposition of surplus land, and its approval to go through the steps necessary to obtain a long-term ground lease for senior housing on the 9.5 acres encompassed in Key Site 17.

FUNDING: Fiscal impact on the General Fund is expected to be a source of revenue generation.

**RESOLUTION OF THE BOARD OF EDUCATION OF
ORCUTT UNION SCHOOL DISTRICT
RESOLUTION NO. 26**

**RESOLUTION TO REAPPLY FOR WAIVER OF PROVISIONS
OF THE CALIFORNIA EDUCATION CODE
RELATED TO THE DISPOSITION OF SURPLUS LAND
(Key Site 17)**

WHEREAS, the Orcutt Union School (the "District") is the owner of certain real property totaling approximately nine and one-half acres (9.5) acres, located adjacent to the District's office, comprised of Assessors' Parcel Numbers 105-134-004, 105-134-005, 105-330-005, 150-330-006, and commonly referred to as Key Site 17 (the "Property"); and

WHEREAS, in 2007, the District previously appointed an Advisory Committee (the "Advisory Committee") pursuant to Education Code sections 17387 et seq., to advise the District's Governing Board (the "Board") related to the use and disposition of the Property; and

WHEREAS, upon the Advisory Committee's recommendation, the District determined, that entering into a long-term ground lease with a developer and developing the Property as housing for senior citizens would be a beneficial use of the Property for the District; and

WHEREAS, in November 2007, the Board authorized District staff to pursue rezoning the Property to accommodate housing for senior citizens; and

WHEREAS, the District applied to the County of Santa Barbara to rezone the Property to accommodate a housing of senior citizens, and, on February 11, 2014, by way of Resolution No.: 14-23, the Santa Barbara County Board of Supervisors resolved to adjust the Land Use Designation, revised portions of the OCP and Development Standards, and rezoned the Property from Small Lot Planned Development to Design Residential, 20 units/acre, which permits the District to move forward with the intended project to lease the Property and develop housing for senior citizens; and

WHEREAS, as part of the prior disposition process, the District gave notice to the various public entities, agencies and non-profit corporations (collectively "Priority Entities") entitled to first offering priority as set forth in Education Code section 17464, et seq., and Government Code section 54220, et seq., and the time has lapsed for such Priority Entities to offer to purchase or lease the Property; and

WHEREAS, on August 20, 2014, the Board approved staff's recommendation to seek a waiver of certain portions of the Education Code related to the disposition of surplus land and applied to the California Department of Education ("CDE") for a waiver of portions of Education Codes sections: 17455, 17466, 17468, 17469, 17472, 17475, 17476, and 17478, and all of sections 17473 and 17474 ("Waiver Request").

WHEREAS, on November 14, 2014, the CDE approved the District's Waiver Request and granted the District a waiver of the requested Education Code Sections, which is also known as Waiver No.: 6-8-2014 (the "Waiver"). A copy of the Waiver is attached hereto as **Exhibit A**; and

WHEREAS, the Waiver expired in 2016, and the District now seeks to reapply for a waiver on the same terms and conditions previously approved by the CDE so that the District may directly negotiate with interested parties for the lease and development of the Property for senior citizens housing; and

WHEREAS, the District has provided at least thirty (30) days' notice to all parties identified in Education Code section 33050, et seq. of its intention to reapply for a waiver of the same provisions of the Education Code previously granted by the CDE in the Waiver; and

WHEREAS, the District has provided published notice of this public meeting; and

WHEREAS, the District has received no objection to the proposed reapplication for a waiver; and

WHEREAS, the District now intends to proceed with the reapplication of a waiver of the same provisions of the Education Code previously granted by the CDE in the Waiver;

NOW, THEREFORE, be it resolved by the Governing Board of the Orcutt Union School District as follows:

1. The above recitals are true and correct.
2. The Board hereby authorizes District staff to reapply to the CDE for a waiver of certain provisions of the Education Code related to the disposition of surplus land, previously granted by the CDE in the Waiver.

ADOPT, SIGNED AND APPROVED this 7th day of June, 2018

President of the Governing Board of the
Orcutt Union School District

I, _____, Clerk of the Governing Board of the Orcutt Union School District, do hereby certify that the foregoing Resolution was adopted by the Governing Board of said District at a meeting of said Board held on the 7th day of June, 2018, and it was so adopted by the following vote:

AYES:

AYES:

NOES:

ABSTAIN:

ABSENT:

Clerk of the Governing Board of the
Orcutt Union School District



Where a Dedicated Staff Means
KIDS COME FIRST

BOARD OF TRUSTEES

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

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

TO: Board of Trustees

FROM: Deborah Blow, Ed.D.
Superintendent

BOARD MEETING DATE: June 7, 2018

BOARD AGENDA ITEM: Receipt of Orcutt Academy Charter School Renewal Petition by the Board of Education

BACKGROUND: A petition is submitted to the Board of Education for the renewal of the Orcutt Academy Charter School for a five-year term commencing July 1, 2018.

In conformity with Education Code sections 47607 and 47605(b), and Title 5, Cal. Code Regs., section 11966.4, the District’s Board of Education shall receive the petition to commence the renewal process. Board action is not required for the Board to receive the petition. The public hearing regarding the renewal petition will take place at this Board meeting on June 7, 2018, and it is anticipated that approval of the renewal petition will be agendized for action at the June 13, 2018, Board meeting.

RECOMMENDATION: The District’s Board of Education shall receive the Orcutt Academy Charter School’s renewal petition to commence the renewal process.

FUNDING: N/A

Memo



To: Dr. Deborah Blow, Superintendent, and
Board of Trustees, Orcutt Union School District

From: Joe Dana, Director of Charter Programs

Date: June 7, 2018

Re: A Case for Charter Renewal

On behalf of the Orcutt Academy School Advisory Council and the stakeholders of the Orcutt Academy, I am honored to bring an updated Orcutt Academy Charter Petition to you for consideration for a five-year charter renewal. Written to accompany the petition, this narrative will begin with background on our process for charter renewal and a review of major events occurring at our school in the past five years. It concludes by making a case for charter renewal and looking ahead to our school's future.

Background

Under the Charter Schools Act, California charter schools need to have their charter renewed by their authorizer every five years. The Orcutt Academy's charter most recently was renewed by its authorizer, the Orcutt Union School District Board of Trustees, in 2013. OA thus is due for a renewal at this time.

According to Education Code section 47607(b), in order for a charter school to be eligible for renewal, it must have satisfied at least one of the academic performance criteria for renewal listed in that section, and when evaluating a renewal petition, the District must consider increases in pupil academic achievement for all groups of pupils served by the charter school as the most important factor in determining whether to grant the charter renewal. (Ed. Code § 47607(a)(3)(A).)

Education Code section 47607(b) lists four academic performance criteria, but since the state has eliminated the Academic Performance Index ranking of schools, the only pertinent factor is No. 4 specified below:

(4)(A) The entity that granted the charter determines that the academic performance of the charter school is at least equal to the academic performance of the public schools that the charter school pupils would otherwise have been required to attend, as well as the academic performance of the schools in the school district in which the charter school is located, taking into account the composition of the pupil population that is served at the charter school.

(B) The determination made pursuant to this paragraph shall be based upon all of the following:

(i) Documented and clear and convincing data.

(ii) Pupil achievement data from assessments, including, but not limited to, the Standardized Testing and Reporting Program established by Article 4 (commencing with Section 60640) of Chapter 5 of Part 33 for demographically similar pupil populations in the comparison schools. [e.g., CAASP and NGSS data]

(iii) Information submitted by the charter school.

The Charter School Division of the California Department of Education requires district authorizers to submit copies of supporting documentation and a written summary of the basis for the determination that the academic performance criteria have been met for a charter school to be renewed.

As regards our own process, the Orcutt Academy School Advisory Council invested substantial time to charter renewal at its meetings of February 27, 2018, and May 1, 2018. Members reviewed the entire document cover to cover, asked questions, and suggested revisions. Many edits were made to reflect school operations. Concurrently, the district superintendent, assistant superintendents, and other district administrators read through the charter and provided input. More edits were made. Finally, district legal counsel reviewed the charter document to ensure alignment with all pertinent laws and regulations.

It is important to note that a substantial change was made in Element Eight – Admissions Policies and Procedures. To comply with AB 1360, which was signed into law in October, all admissions requirements have been removed. Additionally, as per the direction of our governing board, Element Eight now discusses a process by which students who are credit deficient may maintain their enrollment at the charter high school.

The Past Five Years

The time since our most recent charter renewal has been eventful and productive. Following are some highlights:

- **District and high school leadership.** Dr. Debbie Blow succeeded Bob Bush as superintendent of the Orcutt Union School District in 2014. Rhett Carter succeeded Ted Lyon as principal of Orcutt Academy High School in 2013.
- **District strategic planning.** Dr. Blow guided the district through a comprehensive strategic planning process during the 2014-2015 school year. Mission, vision, and core values have been articulated. Goals have been established for high quality instruction, 21st Century skills, flexible learning environments, addressing the needs of the whole child, and utilization of existing and future resources. The district and Orcutt Academy Local Control and Accountability Plans are aligned with the district strategic plan.
- **School strategic planning.** OAHS stakeholders developed a school strategic plan in Spring 2015. Goals have been established for college/career readiness; providing a

disciplined, caring learning environment; attracting and maintaining high quality teachers and staff; and having a 21st Century high school facility.

- **School finance and accountability.** In association with the state's new Local Control Funding Formula system for funding schools, OA began developing its own Local Control and Accountability Plan (LCAP) in 2013-2014. The process of writing a school LCAP Needs Assessment each year has been a meaningful exercise, as staff and stakeholders reflect on school strengths and critical needs.
- **Relocation of OAK-8 campus.** In 2014 the OAK-8 campus was relocated from Casmalia to a section of classrooms on the Los Alamos campus occupied by Olga Reed School. OAK-8 and Olga Reed have separate programs and daily schedules, but they come together for lunch and lunch recess, P.E., Music, Band, assemblies, some extracurricular and cocurricular activities, and large campus events such as the Harvest Festival. OAK-8 also can utilize facilities such as the library, gym, cafeteria, soccer field, and track that were not present in Casmalia. The move has made possible more opportunities for students with programming and activities.
- **Relocation of OA Independent Study.** In 2014 the OA Independent Study program was relocated from two classrooms at Alice Shaw School to the Casmalia campus vacated by OAK-8. OAIS now has access to four classrooms, a multi-use room, a school office, and a playground – facility features it never has enjoyed before. The additional classrooms have allowed a family-friendly schedule for blended classes that has helped enrollment.
- **Reconfiguration and expansion of OAK-8.** For the 2016-2017 school year, OAK-8 classes were reconfigured from three triple-grade combinations to five double-grade combinations including Transitional Kindergarten. Class grade-level assignments now include TK/K, 1/2, 3/4, 5/6, and 7/8. In addition, the enrollment of OAK-8 was expanded from 81 students to 132 students.
- **21st Century Learning.** Under Dr. Blow's leadership, 21st Century Learning has become a priority districtwide and OA has benefited as a result. Numerous teachers at all three OA sites have attended technology academies (Digital Media, iPad, and Chromebook) that enabled their classes to benefit from additional technology. The high school piloted a makerspace area for the district. Flexible furniture that facilitates group work and project-based learning has been purchased for all five OAK-8 classrooms and some OAHS classrooms.
- ***Get Focused...Stay Focused!*** The high school has adopted the *Get Focused...Stay Focused!* curriculum to engage students in (1) exploration of personal strengths, preferences, and career interests; and (2) the development of personal 10-year plan for high school, college, and beyond. All OAHS students access the curriculum through a required Personal Development 301 course in ninth grade, modules in English classes in 10th and 11th grades, and a required Success 103 course in 12th grade.
- **Concurrent enrollment at OAHS.** Thanks to a partnership with Allan Hancock College, OAHS offers college credit for eight courses: Business 101, Entrepreneurship 101, Early Childhood Studies 100, History 101, History 102, History 107, History 108, and Personal Development 301. Students have been able to matriculate to college with substantial college credit already accrued.

- **Athletics.** For the 2015-2016 school year, OAHS joined the Los Padres League of local high schools. The school has competed in the LPL in all sports save football.
- **Measure G.** In November 2016 district voters approved a \$60 million bond measure that will fund facilities improvements at all three OA sites. The Los Alamos campus on which OAK-8 resides is in great need of modernization. OAHS also is in great need of upgrades and additional space.

A Case for Charter Renewal

In support of charter renewal, we have available a 33-page Needs Assessment that was written in association with the development of this year's Orcutt Academy LCAP. The Needs Assessment provides comprehensive data on student achievement, course completion, high school graduation rate, student attendance, parent involvement, student suspension/expulsion rate, enrollment interest, and more.

We begin our case for charter renewal by discussing **student achievement** and how it meets the requirement of Education Code section 47607(b). Our points regarding achievement are as follows:

- In English/Language Arts, the percentage of OA students meeting or exceeding proficiency in California Assessments of Student Performance and Progress (CAASPP) testing has increased from 53% to 64% from 2015 to 2017. OA has a blue (high) rating in E/LA on the California School Dashboard, which reflects state testing results for grades 3-8 only. Additionally, OA's meeting/exceeding rate in 2017 (64%) was well above the statewide rate (48%).
- In Math, the percentage of OA students meeting or exceeding proficiency in CAASPP testing has increased from 38% to 48% from 2015-2017. OA has an orange (low) rating on the California School Dashboard for the performance of students in grades 3-8. Meantime, OA's meeting/exceeding rate in 2017 (48%) was well above the statewide rate (38%).
- OAHS students perform well on college admittance tests. On the PSAT and SAT, OAHS students consistently surpass the mean scores and benchmark percentages of students statewide and in the total group of SAT and PSAT test-takers. On the ACT, OAHS students' average score consistently surpasses the state and national averages.
- The California Charter Schools Association compiles both statewide rankings and similar schools rankings for all public schools in California. The rankings are in deciles and are comparable to rankings compiled by the California Department of Education in the era of Academic Performance Index rankings. Orcutt Academy currently has a statewide ranking of 8 (top 30% of all public schools) and a similar schools ranking of 7 (top 40% of schools with similar demographics). Importantly, OA's similar schools ranking has risen from a 4 in 2015.

It is our contention that the above data on students' academic performance shows that OA is meeting the criteria established by Education Code section 47607(b).

Our case does not rest there, however. We would like to make the following additional points in support of charter renewal:

- **UC a-g compliance.** In the past three years, 83%, 79%, and 84% of graduating seniors have completed all University of California a-g requirements. These are rigorous courses, and our students' high completion rate shows that OAHS is succeeding in its mission of college readiness.
- **Low rate of suspensions and expulsions.** OA has maintained a low suspension/expulsion rate and enjoys a green (low) rating on the California School Dashboard. Our Hispanic and Students with Disabilities subgroups enjoy a blue (very low) rating on the dashboard.
- **High attendance.** Attendance at OAHS consistently has had attendance rates in the vicinity of 97-98%; in 2016-2017, attendance was 97.08%. Attendance at OAK-8 has steadily increased; in 2016-2017, attendance was 96.26%. Concurrently, the rate of chronic absenteeism at OA (10% or more absences) runs markedly lower than the rate for the district, county, and state.
- **Enrollment interest.** Even as more options emerge for public education on the Central Coast, both OAHS and OAK-8 have maintained a strong enrollment interest. With the exception of 12th grade, all grades have considerably more families seeking to enroll than seats are available. This shows that families continue to see OA as a desirable learning environment.
- **College admittances.** If student seek to matriculate to four-year colleges and universities, OAHS provides the opportunity. In recent years graduates have been accepted at military academies, Ivy League schools, virtually every University of California site, multiple Cal State University sites, and many other private and out-of-state colleges and universities. Meanwhile, OAHS takes pride in its ongoing partnership with Allan Hancock College. Most OAHS graduates matriculate to Allan Hancock, and data from the college shows they are excelling there.
- **Community support.** In addition to its own SOAAR (Supporting Orcutt Academy's Academic Resources) Foundation, OA enjoys support from PTSA units at OAHS and OAK-8, a Staff/Parent Group at OAIS, the Orcutt Children's Arts Foundation, the OAHS Athletic Boosters, and a nonprofit foundation set up to support the OAHS Robotics Team. Additionally, numerous community organizations, service groups, and foundations support the school with direct donations, scholarships, and voluntarism.
- **Performance in cocurricular, extracurricular, and athletic competition.** The OAHS Robotics Team has qualified for the FIRST World Championships in three of the last four years. OAHS students have fared well in Poetry Out Loud, choir competitions, band competitions, and other cocurricular and extracurricular competitions. And OAHS athletic teams have competed well in the local Los Padres League and within the CIF Southern Section, with several teams qualifying for CIF postseason competition.
- **A niche for OA Independent Study.** With its mix of three days of classroom instruction and two days of home study, the blended program at OA Independent Study is an excellent fit for a number of local families. In addition, in recent years the blended

program has become a desired option for some students with medical/health issues, students with social-emotional issues, and students desiring a smaller setting.

- **School recognition.** OAHS is on the list of U.S. News & World Report's top high schools in the nation. It has alternated between Silver Medal and Bronze Medal status; it currently is on the Bronze Medal level. OAHS also has been identified as a Gold Medal School for the *Get Focused...Stay Focused!* curriculum, and staff have been invited to present on the curriculum to staff from other high schools.

Looking to the Future

We at Orcutt Academy look to our future with considerable excitement. Following are some issues and initiatives that are priorities for us as we plan for the years to come.

- **WASC accreditation.** We are doing a self-study now in preparation for an accreditation visit by the Western Association of Schools and Colleges (WASC) in November. We are seeking accreditation for our entire school, grades TK through 12. In the years to come, we expect to maintain a close partnership with WASC as we work toward continuous school improvement.
- **Concurrent enrollment.** At many high schools, concurrent enrollment is augmenting and even superseding Advanced Placement as the model for students to accrue college credit. OAHS is interested in expanding its work with Allan Hancock College to offer concurrent enrollment courses.
- **Credit recovery.** OAHS piloted a credit recovery program this school year and plans a regular credit recovery section for 2018-2019. The Apex online learning program is our credit recovery platform, and we are learning more and improving our utilization of it.
- **Career preparation.** OAHS needs to provide more courses and learning experiences that engage students in job shadowing and workforce preparation. We were excited to land a state Career Technical Education (CTE) Incentive Grant in 2016, as we had a vision of establishing an articulated career pathway of courses in the industry of engineering/advanced manufacturing. Unfortunately, we had to return grant funds due to our inability to recruit and hire a teacher with a CTE credential to implement the grant. Nevertheless, we are poised to do more with CTE and career-oriented programming.
- **MTSS.** Along with the district, OA will participate in refinement of a Multi-Tiered System of Supports (MTSS) for students. On this theme, OAHS has been working on improving academic interventions available to students.
- **STEAM.** The district is beginning a partnership with Discovery Education on a STEAM (Science, Technology, Engineering, Art, and Mathematics) Leader Academy that will benefit OA. Additionally, the school is interested in implementing programming such as Project Lead the Way or Engineer Your World that provides modules and materials in high-interest topics pertinent to science and engineering.
- **Assessment.** Like other public high schools, OAHS has only its 11th graders participating in state testing. Staff are seeking more longitudinal data on how students are progressing from 9th through 12th grades.

- **Facilities and Measure G implementation.** The high school is located on what once was an elementary school campus, and many of its features need to be upgraded for a high school. The high school also is in need of additional classroom and lab space. Measure G will help address these needs.
- **Special Education at OAHS.** OAHS staff are interested in learning more about best practices for support within the Resource Room; accommodations, modifications, differentiation, and grading practices within the general education classroom; collaboration between Special Education and general education staff; and how best to support Special Education students in higher level courses.
- **Expectations for student effort and behavior.** Staff at all OA sites would like to take a fresh look at expectations, rules, policies, and procedures that are taught to and expected of students. At OAHS, academic honesty has emerged as an issue. OA looks forward to implementing PBIS (Positive Behavioral Intervention and Supports) along with other district schools.
- **Careful management of fiscal resources.** OA has remained solvent, but increasing costs have drawn down its reserve to a point less than recommended by auditors and other advisory organizations. We will seek to add revenue through additional enrollment while also taking cost-saving measures.
- **Alumni outreach.** OAHS has now produced seven graduating classes. The SOAAR Foundation worked with alumni on a reunion event in December 2017. More outreach needs to happen, as alumni ultimately will become an important source of support.
- **Transition with athletics.** Along with numerous other Central Coast high schools, OAHS will make the transition from the CIF Southern Section to the Fresno- and Bakersfield-based CIF Central Section in 2018-2019. Although OAHS will continue to be leagued with local schools, postseason competition will entail travel to the San Joaquin Valley on roads known for high rates of accidents. OAHS will need to work with partner schools and the CIF Central Section to reduce travel to the fullest extent possible.

We have our vision and plans, but we know the coming years will bring any number of unforeseen opportunities and challenges. Whatever the future may hold, we will continue to work hard to make the Orcutt Academy a school of excellence.

Recommendation

On behalf of the stakeholders of the Orcutt Academy, I respectfully ask and recommend that the Orcutt Union School District Board of Trustees renew our school's charter through 2023.

Fiscal Impact

None. If renewed, the Orcutt Academy will continue to function as it does now, with no additional costs.

Orcutt Academy

A Grades TK-12

Charter School Petition

for Presentation to

and Consideration by

the

Trustees of the Orcutt Union School District

Renewal Term: July 1, 2018 – June 30, 2023

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Legal Affirmations/Assurances

Orcutt Academy (also referred to herein as, the “Charter School”) shall:

- Be non-sectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(d)(1)]
- Not charge tuition. [Ref. Education Code Section 47605(d)(1)]
- Admit all students who wish to attend the Charter School. [Ref. Education Code Section 47605(d)(2)(A)]
- Except for existing pupils of the Charter School, determine attendance by a public random drawing if the number of pupils who wish to attend the Charter School exceeds the Charter School’s capacity. Preference shall be extended to pupils currently attending Charter School and pupils who reside in the Orcutt Union School District [Ref. Education Code Section 47605(d)(2)(B)]
- Not discriminate against any pupil on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status. [Ref. Education Code Section 47605(d)(1)]
- Adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 and the Individuals with Disabilities in Education Improvement Act of 2004.
- Ensure that teachers in the Charter School hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools are required to hold. As allowed by statute, flexibility will be given to non-core, non-college preparatory teachers. [Ref. California Education Code Section 47605(1)]
- Meet all statewide standards and conduct the student assessments required, pursuant to Education Code Sections 60605 and 60851, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(c)(1)]
- For each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1).

- If a pupil is expelled or leaves the Charter School without graduating or completing the school year for any reason, the Charter School shall notify the Superintendent of the school district of the pupil’s last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information. [Ref. California Education Code Section 47605(d)(3)]
- Maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. California Education Code Section 47612.5(a)]
- On a regular basis, consult with its parents and teachers regarding the Charter School's education programs. [Ref. California Education Code Section 47605(c)]
- Comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. California Education Code Section 47612(b), 47610]
- Comply with all applicable portions of the Elementary and Secondary Education Act (“ESEA”), as authorized and amended by the Every Student Succeeds Act (“ESSA”).
- Comply with the Public Records Act.
- Comply with the Family Educational Rights and Privacy Act.

Charter School Locations

This charter renewal reauthorizes the operation of the Orcutt Academy. At the time of the writing of this petition it is envisioned that the Charter School will never operate in fewer than two locations within the attendance boundaries of the Orcutt Union School District (also referred to herein as “District” and “OUSD”) including, but not limited to the following school sites. The three currently specified sites include the following:

- **Site number one** – The grade TK-8 classroom-based program is housed at 480 Centennial Street, Los Alamos, California, on a campus shared with Olga Reed School, a TK-8 school in the Orcutt Union School District.
- **Site number two** – The high school classroom-based program (grades 9-12) is housed on the former May Grisham campus located at 610 Pinal Avenue, Orcutt, California, and also in selected classrooms (Room 25) on the Orcutt Junior High School campus located at 608 Pinal Avenue, Orcutt, California. Additionally, the Harold Black Gymnasium and the playing fields are shared use facilities between the high school and junior high programs (Board Action 1/12/11).

- **Site number three** – The K-8 Independent Study/Blended Program is housed at a campus located at 3491 Point Sal Road, Casmalia, California, that previously was occupied by the Orcutt Academy’s K-8 classroom-based program. In the event district space is not available to house this program within a district school or facility, non-Field Act approved space may be secured in the greater Santa Maria area (Charter Renewal April 2013).
- The District reserves the right to specify additional school sites within the Operational Agreement. The presently identified sites are all to be used for a “start-up” charter, not a conversion charter.

Facilities

The facilities used are located on the three sites described above.

Site number one accommodates approximately 132 students each year (Board Action 1/12/11).

Site number two may house up to 680 students by primarily using classroom space that was available due to declining enrollment in the school district. It is anticipated that additional facilities may be needed to accommodate a high school career technical education program to be housed on this site (Board Action 1/12/11).

Site number three will house up to 20 percent of the total Charter School enrollment, which is anticipated not to exceed 170 students (Board Action Charter Renewal April 2013).

Mission

The mission of the Orcutt Academy is to create a learning community which values the application of academic learning in the “real world” while promoting intercultural understanding and respect for others. The creation of new knowledge is encouraged and expected, thereby equipping graduates for successful academic and workforce experiences as lifelong learners.

Beliefs and Educational Philosophy

- All students can learn.
- Students learn best in dynamic collaborative environments.
- “Disengagement” and “low student achievement” can be reversed through Small Learning Communities (SLC’s) which permit and enable students to make, create, establish, generate and learn new knowledge through “hands-on” and “minds-on” learning strategies.
- Pursuit of rigorous academic standards requires real world experiences outside of the traditional classroom.
- Educational experiences which establish cross-curricular linkages make learning meaningful.
- Educators working collaboratively with community partners can create powerful learning environments.
- Parent involvement is essential if the opportunity for every child to learn is to be maximized.
- Small school size acts as a facilitating factor for desirable student learning outcomes.
- Meaningful application of knowledge in a Career Technical Education experience promotes lifelong learning.

Note: A further extension of our Beliefs and Educational Philosophy can be read in Element One, page 10, *“What does it mean to be an ‘educated person’ in the 21st century?”*

Founding Group Information

Background:

The Orcutt Union School District (OUSD) founded the Orcutt Academy in 2008 as a dependent, indirectly funded Charter School serving students in grades K-12. The school district was founded nearly 90 years ago and has an excellent reputation. During the past 25 years, eight district schools were selected as California Distinguished Schools (some more than once) and four of the eight schools were selected as National Blue Ribbon Schools of Excellence.

District teachers and administrators are sought after to provide staff development in the county and the state. The district's curriculum aligns with California's Standards. The use of standards-related formative and summative assessments to inform teacher instructional decisions is something for which the district has become increasingly recognized.

Over the years, the governing board, through the leadership of the superintendent's staff, has demonstrated innovative thinking in their fiscal planning efforts and in the use of technology to support instruction and student learning.

OUSD is a Transitional Kindergarten through eighth grade school district. As such, and in compliance with California Education Code, the OUSD offers in its Charter School all the grades the district currently serves (TK-8) along with grades 9-12 at the high school.

As the Santa Maria Valley has grown, the OUSD Board of Trustees increasingly realized that there was a place for a small grade K-12 school that would provide the advantages of a small learning community – using thematic learning strategies in grades K-8 that bridge into career technical education opportunities at the high school level. This vision was realized when Orcutt Academy opened its doors in August of 2008. (Operational Agreement Annual Update 4/8/09)

Current Status:

As we prepare for our second charter renewal, the school serves 600 high school students, 136 TK-8 classroom-based students, and 70 independent/home-schooled students, for a total of 806 students. In January of 2013, the school was notified by the Western Association of Schools and Colleges (WASC) that it received a six-year accreditation with a follow-up visit in three years. Additionally, all qualified courses meet the a-g requirements of the UC/CSU system.

Summary

Orcutt Academy creates a TK-12 learning environment which values the development of new knowledge and the application of academics across the curriculum in real life situations. Understanding that school safety is paramount to the implementation of Orcutt Academy's curriculum, the School Advisory Council has asked that all safety-related issues at the school be reviewed annually to insure the health and well-being of all students and staff. Element Six (page 34 and following) addresses Health and Safety Procedures.

Career Technical Education - At the high school level, ALL students are encouraged to take career technical education courses and/or courses that include career preparation, workforce experiences, internships, and job shadowing. While the high school has not yet completed any career pathways of courses, it is working to implement more courses and other offerings in career technical education.

Get Focused...Stay Focused!™ - In collaboration with local schools and partnership organizations, Santa Barbara City College has developed the Get Focused...Stay Focused!™ (GFSF) Initiative that provides students with the necessary knowledge and skills required for success in today's workforce. GFSF evolved from the Dual Enrollment Freshman Transition Initiative and *Career Choices* course that were introduced as a pilot. Students at Orcutt Academy now are required to participate in program courses in 9th grade (Personal Development 301, previously called Freshman Success) and in 12th grade (Success 103).

This initiative is designed to provide every student with the necessary information and experiences to develop college and career readiness skills and to facilitate the development of an online 10-year Career & Education Plan. Once students complete their online 10-year Plans in 9th grade, targeted classroom-based lessons in 10th, 11th, and 12th grades ensure students stay focused on their goals. These modules provide students with a "touch-point" at each grade of high school to help them transition seamlessly to their post-secondary goal. In addition, the module content is aligned with what students need to succeed in life, in line with the new Common Core Standards, and meets the recommendations from the California Community Colleges' Student Success Task Force. This provides the opportunity for integration into academic courses.

Believing that addressing the charter's mission requires support for success of all students, the school offers strategically targeted intervention services for students. In January of 2013, the School Advisory Council made it a priority to research expanded support services that potentially could include summer and after-school, fee-based and free, activities and programs to assist students with academic remediation, SAT preparation, and credit recovery. A before- and after-school credit recovery program was piloted at the high school in 2017-2018.

The structure of the K-8 program offers the core curriculum through engaging thematic-based instruction using **cross-curricular themes**. These themes are further explained in Element One, Page 10.

In 2018-2019, the school will have the capacity to serve a maximum of 680 high school students and approximately 136 grade TK-8 students in a classroom-based environment. In addition, the district operates a small independent study and home study program which is under the Charter School umbrella. The independent study and home study program is an ongoing, continuous education option for students (and parents). This program is another means of teaching the Orcutt Academy curriculum. Students who choose this program to receive their instruction will be required to complete all assignments related to their assignment contract. The independent study program will serve no more than 150 students.

High school grade level enrollments range between 140 and 165 students at each grade level, with the high school program housed exclusively on the former May Grisham campus with the exception of some shared space on the junior high campus that will be utilized by both Orcutt

Junior High School and Orcutt Academy High School. The high school annually will serve a maximum of 680 students during the term of this charter renewal.

The grades TK-8 classroom-based program currently serves 132 students, with 6 students in Transitional Kindergarten and 14 students in each grade from kindergarten through eighth. The program will grow by one student in each of grades 5-8, raising total enrollment to 136 in 2018-2019. This program currently shares a school site with Olga Reed School in Los Alamos.

The grades K-8 independent study/blended program will be housed on a district campus (it currently is housed at a district site in Casmalia) or in an off-site, non-Field Act-approved space in the Santa Maria area. It is anticipated that this program will serve a maximum of 150 students in the years to come.

Each of the classroom-based campuses has developed calendars that meet the needs of each campus as they endeavor to address the requirements of the charter at their school site. When possible, parallel, beginning and ending dates between the charter and the district will be considered (Board Action 1/12/11).

In creating this Charter School, it is the Board's desire to maximize the program and planning flexibility available to California charter schools, as Orcutt Academy fulfills its mission and charter. Orcutt Academy will be governed in accordance with all applicable California Education Code Sections that apply to, and direct the work of, locally funded dependent Charter Schools.

Fifteen Required Charter School Petition Elements

Element One – Relevant and Rigorous Educational Program

"A description of the educational program of the school, designed, among other things, to describe what the school intends to accomplish, to identify those whom the school is attempting to educate, what it means to be an 'educated person' in the 21st century and how learning best occurs. The goals identified in that program shall include the objective of enabling students to become self-motivated, competent and lifelong learners."

Educ. Code 47605 (b)(5)(A)(i).

"A description, for the Charter School, of annual goals, for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the Charter School, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve these goals."

Educ. Code Section 47605(b)(5)(A)(ii).

"If the proposed Charter School will serve high school pupils, the manner in which the charter school will inform parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the Charter School that are accredited by the Western Association of Schools and Colleges may be considered transferable and courses approved by the University of California or the California State University as creditable under the "A to G" admissions criteria may be considered to meet college entrance requirements." Educ. Code Section 47605(b)(5)(A)(iii).

The Orcutt Academy serves students in grades TK-12. A rigorous and relevant educational program is assured by the implementation of the following curricula, methods and strategies:

Teachers work collegially in Professional Learning Communities. Working in teams, the laser focus on student achievement of standards is maintained while opportunities for student discovery through the use of cross curricular themes are encouraged. Teachers teach and students learn the California standards-based curriculum. Using Professional Learning Community (PLC) curriculum mapping strategies and pursuit of California's Academic Standards and, ultimately, Common Core State Standards for ALL students is assured. To facilitate teacher collaboration in Professional Learning Communities, the schedules at the TK-8 and high school campuses are set up so weekly PLC team meetings can take place during teachers' regular work day.

Organizational strategies are used in grades K-12 to assure each student’s readiness to learn. These strategies and methods provide the students with note-taking tools, questioning techniques, and writing skills that enable them to ask questions and critically analyze their assignments with greater depth and complexity. All ninth-grade students are required to take a semester course called Personal Development 301 (previously called Freshman Success). In this course they will learn about organizational strategies, along with what it takes to successful in high school. To assure greater inductive complex thinking by all students, the school strives to train teachers in Jay McTighe’s Understanding by Design planning model. Use of this method maximizes the opportunities students have to discover new knowledge themselves . . . making their learning more meaningful and lasting.

Career Technical Education is an integral part of the founding vision for the high school. The school has gone to lengths to work with the Santa Barbara County Regional Occupational Program (ROP) to offer specific approved ROP funded courses on the Orcutt Academy High School campus and to seek, and be awarded, a state Career Technical Education (CTE) Incentive Grant to implement a pathway of courses in a designated CTE industry. However, due to challenges in finding teachers with appropriate CTE credentialing, the school has not made the inroads in this area that it would desire. Nevertheless, the *Get Focused...Stay Focused!* initiative and some isolated CTE courses do engage students in career exploration, workforce experiences, internships, job shadowing, and other activities that contribute to career success. In the final analysis, Orcutt Academy continues to use the flexibility provided by the charter to seek yet another “*right answer*” to the question, “What is an educated person in the 21st century?”

Annual Program Goals for All Pupils and for All Pupil Subgroups

Orcutt Union School District shall ensure that the Charter School complies with all requirements pursuant to Education Code Section 47605(b)(5)(A)(ii), including developing annual goals, for all pupils schoolwide and for each subgroup of pupils as identified in California Education Code Section 52052, for each of the applicable eight (8) state priorities identified in Education Code Section 52060.

Whom will the school educate?

The Orcutt Academy serves students from Transitional Kindergarten through twelfth grade from the Santa Maria Valley and Los Alamos. Santa Maria Valley and Los Alamos students are served by several school districts, including: the Santa Maria Joint Union High School District, the Santa Maria Bonita School District, the Guadalupe School District, the Casmalia School District, the Blochman School District, and the Orcutt Union School District. In addition, students from the Lucia Mar School District and multiple districts in the Santa Ynez and Lompoc Valleys are served by the Orcutt Academy. Students served come from schools which range from being heavily Title I and Limited English Proficient impacted to affluent schools where Title I programs do not exist and LEP students represent a single digit percentage of the student population. After reviewing the

current enrollment demographics, Orcutt Academy enrollment by subgroup appears in the chart below.

Chart One – Orcutt Student Sub-Group Population

2017-2018 Enrollment by Ethnicity

Subgroups	Percentage of Students
Black or African American	0.6%
American Indian	0.6%
Asian	3.5%
Filipino	1.8%
Hispanic/Latino	34.8%
Pacific Islander	0.5%
White	53.6%
2 or more races	3.7%

The student recruitment efforts for Orcutt Academy detailed in Element Seven of this charter have resulted in an ethnic composition that mirrors that of the Orcutt Union School District.

Students served in each of the grade level domains listed above receive intervention support as needed. State funds such as Local Control Funding Formula (LCFF) Supplemental funding and/or other grants are used for after school intervention to assist students to be successful in their classes during the regular school day. This assistance is provided to enable every student to achieve proficiency.

What does it mean to be an “educated person” in the 21st Century?

“What is important is to keep learning, to enjoy challenge, and to tolerate ambiguity. In the end there are no certain answers.”

Martina Homer, President of Radcliffe College

An educated person views learning as a lifelong journey. Learning is the vehicle, understanding is the destination.

Based upon our mission, an educated person is best described as one who possesses the following knowledge, skills and attributes:

Knowledge/Skills – An educated person of the 21st Century must be equipped to apply academic knowledge in real life situations . . . encouraging students to make new knowledge by synthesizing knowledge from across many disciplines. Students need to have the technical, analytical and academic skills which allow them to be lifelong, independent learners able to develop collaborative partnerships to create new understandings.

Attributes – An educated person of the 21st Century is curious and understands that the right questions are often more important than a single right answer. A 21st Century learner is an actively engaged learner. The learner will use technology, primary source material, scientific tools and collaboration with others to construct new understandings and knowledge.

How does learning best occur? – RESEARCH-BASED ANSWERS!

“Tell me and I forget. Show me and I remember. Involve me and I understand.”

Chinese Proverb

Learning best occurs when actively engaged students apply cross-curricular knowledge to solve real world problems.

Specific research from 2001-2007 in the Los Angeles Unified School District shows that small schools allow students and teachers to develop stronger, long-term relationships that enable better conditions for teaching and learning. It is in this environment, at Orcutt Academy, that high levels of student engagement occur. Students and teachers are encouraged to simulate real world situations and to take sides and defend academic positions.

School Level - Time to teach and monitor instruction is crucial. The school has adopted Mike Schmoker’s and Rick DuFour’s **research-based** methods for teacher Professional Learning Community (PLC) teams to analyze both formative and summative assessment measures and to disaggregate individual and group data, thus enabling teachers to guide instructional efforts for all students through collegial planning. To make time for PLC teamwork to occur, the K-8 site and the high school have a shortened school day each week. This planning time, combined with the small school culture of Orcutt Academy, assures specific focused instruction for all students.

“The best teachers are models of passionate learners.”

*Dennis Collins, Former President
The James Irvine Association*

Teacher Level – Collegiality and group autonomy are key to the successful planning and implementation of Orcutt Academy’s curriculum. Knowing that teachers frequently have the

single greatest opportunity to influence a student's life for good, a teacher advisory program (Spartan Seminar) assists high school students with general guidance issues and education-related problems. Teachers work closely with the school counselor, administrators and their colleagues to assure learning occurs in a positive, informed environment.

Given the teacher-led learning environment discussed above, research proven instructional strategies which are most effective in engaging students and maximizing student achievement are used. *These research-based strategies include but are not limited to the following (Marzano, What Works in Schools, 2003):*

1. Identifying similarities and differences
2. Summarizing and note taking
3. Reinforcing effort and providing recognition
4. Providing homework and practice
5. Setting objectives and providing feedback
6. Using cooperative learning
7. Using questions, cues and advance organizers.
8. Providing Service Learning opportunities to bring meaning and passion to learning.

Student Level – *Research on gifted and talented students and Title I students (California Associated for the Gifted, Meeting the Standards, 2002) shows that students learn best when they are equipped with the organizational and reflective skills allowing them to make the most of their academic learning.* Becoming equipped to learn requires all students to be organized enough to utilize the resources around them. Differentiated Instruction strategies and AVID Skill Path instructional strategies are used with all Orcutt Academy students to assure student use of higher level organizational and reflective skills.

Parent/Guardian Level – *The research from the United States Department of Education (Lessons from Five Parental Learning Resource Centers, 2007) is clear regarding parent involvement and its positive impact on student achievement.* Consequently, though not a requirement of admission or continued enrollment, parents from each household are encouraged to donate volunteer services to the school. In addition, the following strategies are used to involve parents in Orcutt Academy.

(Board Action 9/12/11)

- Outreach meetings to parents teaching them how to support their children academically
- Involvement in school planning through the School Advisory Council
- Involvement in Parent Teacher Student Association (PTSA) units at the K-8 and high school sites
- Involvement in the Staff/Parent Group and regular parent meetings at the independent study site
- Involvement in the high school Athletic Boosters

- Involvement in the Supporting Orcutt Academy’s Academic Resources (SOAAR) Foundation and/or the Orcutt Children’s Arts Foundation (OCAF)
- Volunteering in classrooms, serving as guest speakers, accompanying classes on field trips, and (at the high school) helping transport teams and clubs to games, practices, or events.
- Parent education nights

Curriculum Overview – Rigor and Relevance for ALL Students!

“Whenever you are asked if you can do a job, tell ‘em, ‘certainly I can!’ Then get busy and find out how to do it.”

Theodore Roosevelt

In a very real sense, the whimsy in President Roosevelt’s remark represents the “can do” belief that permeates our Beliefs and Mission Statement. This “can do” attitude extends to our belief that all children can learn in the environment being created at Orcutt Academy.

Orcutt Academy is situated on three campuses. Student engagement is a hallmark of learning at the TK-8 campus, K-8 independent study campus, and the high school campus. Each campus’ learning environment finds students engaged in knowledge acquisition and creation using researched methods, including **demonstrations, simulations, and discussion groups**. Student engagement strategies create opportunities for students to teach others, and learn cooperatively from their peers. Our curriculum comes to life using these “real world” methods.

Orcutt Academy TK-8 Campus – The curriculum in this setting aggressively pursues students learning the California Common Core State Standards as evidenced by student participation in the California Assessment of Student Performance and Progress (CAASPP) system. Student learning of standards is accomplished differently on this campus. Carrying forward the “hands-on/mind-on” student engagement method, this campus uses broad themes from science, art and math to promote student learning of grade-level science, math, English and history/social science standards (see Chart Two below for details).

Broad curriculum themes including, but not limited to, those from environmental science and education, agriculture education and Visual and Performing Arts will be used. Partnerships with the following agencies nurture this curriculum.

Chart Two – Thematic Partnerships at the TK-8 Campus

Theme Area	Site Resources
Environmental Science and Education	The Environmental Protection Agency, The Department of Fish and Game
Agriculture	Cal Poly, North County Career Technical Education (ROP), Orfalea Foundation
Visual and Performing Arts	The Children’s Creative Project, The Orcutt Children’s Arts Foundation, The Getty Art Museum Education Resources, the SOAAR Foundation, Santa Barbara Foundation, the Woods Foundation, the Fulton Foundation

The program at this campus takes full advantage of learning opportunities presented by its rural location. Utilization of learning strategies which promote inductive learning (connecting prior knowledge with new knowledge) is encouraged, thereby giving students the experience of discovery.

Curriculum materials come from the state approved list of adopted instructional materials. All materials are sufficient in quantity and are current adoptions. The manner in which these materials are used will vary widely to accomplish the Orcutt Academy mission and vision. Autonomy is extended to the staff as they develop programs that deliver on the schools mission. The School Advisory Council has recommended the creation of further opportunities for collaboration between the faculty of the TK-8 and the high school. Appendix A lists the adopted curriculum currently used in this program.

“The opportunity to use ingenuity breeds interest.”

Elliot Eisner

Orcutt Academy High School – Grades 9-12 – The curriculum in this setting is comprehensive and engaging. Orcutt Academy High School offers a curriculum that considers results first. All qualified courses have gained **a-g course approval from the University of California Chancellor’s Office**. During its first four years, Orcutt Academy High School added a grade every year and moved the location of its campus in the fourth year. These changes required the school to have one initial and two substantive change visits from WASC accreditation teams; in January of 2013, the school was granted a six-year accreditation with a one-day follow-up visit in three years.

Orcutt Academy Independent Study – Grades K-8 – The curriculum for the independent study program counts on a teaching partnership with parents, who serve as teachers in the home setting. The program offers not just home study, but a “blended” program in which students attend school

for three school days and do home study under parent direction for the other two days. The program seeks to leverage its strong parent support by planning schoolwide events and field trips that make the curriculum engaging and memorable for its students.

Focus on Results

Orcutt Academy relentlessly focuses on student achievement, measuring results on standardized tests and other reliable indicators, and using this data to improve teaching and learning. Students, parents, and staff, working together, create and reinforce a culture of achievement. Through the use and analysis of multiple assessment results, student instructional strategies are continuously modified to assure ALL students learn California Common Core State Standards embedded in our curriculum. Assessment tools include: state assessments, the Northwest Evaluation Association (NWEA) system used in grades 1-8 only (a multi-level, standards-based assessment system that tracks student achievement of standards and offers specific suggestions for every student's academic improvement), Standards-Based Grade Cards, teacher-made classroom assessments, and locally developed common formative assessments. The California School Dashboard also will report on the Academy's academic performance and other associated data such as school attendance, graduation rate, suspension/expulsion rate, and more.

Graduation Requirements

The above programs became a part of the school's overall culture as each successive class (freshman, sophomore, junior, senior) of Orcutt Academy High School was added.

The Carnegie unit credit system (five units for a one semester course) is used to accumulate and monitor student progress. Graduation from Orcutt Academy High School occurs when a student has accumulated 240 Carnegie units*. In addition, 40 hours of community service are required to advance a graduation application to the school's registrar's office. The school helps link students to community service opportunities through its x2VOL online tracking system. Available to support students in completing community service are the school counselors, the librarian/media specialist, and the registrar.

**Note: Orcutt Academy reserves the right to refine this graduation requirement in the Operational Agreement as agreed upon by the Orcutt Union School District Board of Trustees.*

The school's mission to promote intercultural understanding will be pursued through specific curricula and programs that can be integrated with study of literature, history, world languages, and the arts. All three sites hold multicultural events in which the uniqueness and contributions of world cultures are celebrated. Additionally, the high school campus will host foreign exchange students provided by local and international exchange agencies.

Student Needs and Instructional Strategies

Preparation for College and Postsecondary Success – The following programs are taught and utilized by the faculty of Orcutt Academy.

- **Personal Development 301 (Freshman Success) and Success 101 Series Courses** –Students will be required to complete their online 10-year Plans in 9th grade, while targeted classroom-based lessons in 10th and 11th grade and the Success 103 course in 12th grade ensure students stay focused on their goals. These modules provide students with a "touch-point" at each grade of high school to help them transition seamlessly to their post-secondary goal. In addition, the module content is aligned with what students need to succeed in life, in line with the new Common Core Standards, and meets the recommendations from the California Community Colleges' Student Success Task Force. Course topics include columnar note-taking, binder organization, study skills, time management strategies, and other strategies that contribute to postsecondary success.
- **Counseling** – Staff counselors are available at the K-8 and high school campuses to support students with their postsecondary plans. High school counselors help with college applications, financial aid applications, scholarship applications, practice interviews, and more. Note: All junior high through high school students will commit to a **10-year academic learning plan** through which they begin in middle school and continue in high school and college. Students will complete this plan online through their Naviance and My 10-year Plan portal accounts. Students and staff will monitor student achievement of goals specified in the plan.

Intervention and Student Support Services --

The TK-8 campus has academic interventions provided in conjunction with neighboring Olga Reed School; these interventions include an intensive reading program that occurs during the school day. The K-8 independent study program offers after-school support periods in math, as this subject can be difficult to teach and learn in a home setting. The high school offers support classes and after-school intervention for students who are struggling to maintain a 2.0 grade point average. Additionally, a number of students gained the required community service hours by tutoring their peers in their areas of strength. Future plans for high school intervention could include the development of summer and/or after-school programs, possibly fee-based, for academic remediation, academic enrichment, SAT preparation, and credit recovery. A before- and after-school credit recovery program was piloted in 2017-2018.

Instructional Strategies – The composition of the student population requires the use of a range of instructional strategies if all students are to have the maximum opportunity to achieve standard. Strategies to be used may include:

- **Differentiated Instruction Strategies** are utilized by Orcutt Academy teachers to encourage greater depth and complexity in student responses to instruction. At the TK-8 and K-8 independent study campuses, teachers routinely extend and enrich curriculum for high

performing students; at the high school, high performing students can choose to take Advanced Placement, concurrent enrollment, and Allan Hancock College “College Now” courses.

- English Learners are identified using the home language survey. All students, new to the school district are administered the English Language Proficiency Assessments for California (ELPAC) to determine their level of English Language proficiency in listening, writing, speaking and reading. Whatever the student’s level of achievement on the ELPAC, appropriate English Language Development strategies are utilized with the district’s adopted curriculum in English Language Arts. Methods used include Specially Designed Academic Instruction in English (in content areas) and both integrated and designated English Language Development instruction in English -- direct instruction in academic English. The Orcutt Union School District’s re-designation criteria are utilized to determine English Language competency in identified English Learners.
- Special Education Services – are made available to all qualifying students as per each student’s Individualized Education Plan (IEP) The Charter School shall function as a public school of the Orcutt Union School District for the purposes of Education Code section 47646 and the Individuals with Disabilities and Education Improvement Act (20 U.S.C. sections 1400, et seq.) (hereinafter “IDEA”) during the term of this Charter. The Orcutt Union School District shall determine how the special education and related services are to be provided to the students attending the Charter School and the Charter School shall comply with District policies and procedures with respect to the provision of special education and related services.
- Section 504 of the Rehabilitation Act/ Americans with Disabilities Act Orcutt Union School District is responsible for the Charter School’s compliance with the Rehabilitation Act (“Section 504”) and the Americans with Disabilities Act (“ADA”) and the Charter School shall comply with the District policies and procedures.
- Integrated Thematic Instruction is used to increase meaning by integrating content from several disciplines into one instructional unit or activity. **Research-based** strategies by Jay McTighe using the Understanding by Design planning and instruction model will increase every student’s opportunity to integrate and link knowledge across disciplines.

Monitoring Strategies

- Cumulative Records are maintained for all Orcutt Academy students
- Transcripts in grades 9-12 are maintained. Transferability of course work is assured by total compliance with California Education Code Section 47605 (b) (5) (A) (ii). This compliance assures transferability of Orcutt Academy high school course work to other high schools by: 1) securing a-g course work approval from the Chancellor’s Office of the

University of California and 2) full accreditation from the Western Association of Schools and Colleges (WASC). Course development for a-g submission is complete at this writing and all current courses have been approved by UC/CSU. The Orcutt Academy has received full WASC accreditation.

Staff Development – Training to Deliver the Instructional Strategies

Resources to be utilized to deliver powerful curriculum for ALL students include the following staff development trainings:

- ✓ Jay McTighe's, Understanding by Design Training – This method ties together all of the following programs, methods and strategies by providing teachers a common, “shareable” instructional planning tool that will increase the opportunity all students have to unwrap and discover what needs to be learned.
- ✓ Differentiated Instruction Training by Jill Carroll – This training, most often reserved for use with gifted and talented students, provides instructional methods for the teacher that allow all students to explore and respond to their knowledge in greater intellectual depth.
- ✓ Get Focused...Stay Focused!™ Training – A team of teachers, counselors and administrators will participate in a two day training and onsite visit at Carpinteria High School. Staff will be trained in understanding the initiative, a 10-step implementation plan, a chapter-by-chapter workshop of the curriculum for the program, training on the 10-year plan and they will see classrooms in action and talk to a student panel. Select staff will also attend a summer workshop. Staff will also be trained on Cornell Note Taking, Costa’s Levels of Thinking, Writing Strategies and countless reflection skills. These are all skills that successful adults use in the workplace and in school.
- ✓ What Works in Schools training using resources from Bob Marzano. These strategies on page 14 of the Charter are the research-based methods that maximize student learning. All teachers are given the opportunity to learn and are expected to use selected strategies ongoing each school year.
- ✓ English Learner and Academic Language Strategies – All teachers employed at Orcutt Academy have their Cross-cultural, Language, and Academic Development (CLAD) certification. These strategies are used by Orcutt Academy teachers. The District will provide refresher training in this area for all Orcutt Academy teachers.
- ✓ Professional Learning Communities at Work Summit – As possible, the school has sent administrators and teachers to this summit, which highlights best practices for PLC teams in collaborative planning, assessment, and intervention.
- ✓ Reading Group and Reading Intervention Training – District consultant Tina Pelletier has helped grades TK-8 teachers analyze assessment results in reading en route to establishing classroom reading groups and reading interventions. She has helped grades TK-5 teachers with the Wonders English/Language Arts textbook

adoption and guided grades 1-8 teachers and hourly support teachers in the implementation of the SIPPS (Systematic Instruction in Phonemic Awareness, Phonics, and Sight Words) intervention program.

- ✓ Computer Using Educators (CUE) – CUE has provided a staff development day in which charter teachers participated; it also has offered some voluntary CUE Rock Star Camps in the district on weekends. The district will continue its relationship with CUE in the years to come.

Chart Three - School/Program Enrollment by Year

Site Name	2017-2018	2018-2019	2019-2020	2020-2021
K-8 Classroom-based Program	132	136	136	136
Orcutt Academy High School Grades 9-12	582	620	635	650
Orcutt Academy Independent Study/Home Study Program <i>Note: For the purposes of this program, a full-time equivalent teacher will serve no more students than what is equal to the average class size in the Academy.</i>	74	70	75	80
Enrollment Total by Year	788	821	836	851

Instructional Minutes/Days and Years

It is the intention that the working day of Orcutt Academy teachers shall not exceed the actual daily minutes listed below exclusive of the 30 minutes required report time before school begins and including a 30 minute duty-free lunch for teachers. Orcutt Academy instructional minutes exceed the state requirements, providing students and teachers more instructional time together to foster academic achievement. Below is a comparison of the State requirements and the actual instructional minutes provided to Orcutt Academy students.

Grade Level	Required/Annual	Actual/Daily	Instruct days	Actual Annual Mins.
Kindergarten	36,000 minutes	309 min/day	180	55,560
Grades 1-3	50,400 minutes	309 min/day	180	55,560
Grades 4-8	54,000 minutes	309 min/day	180	55,560
Grades 9-12	64,800 minutes	385 min/day	180	65,060

Bell Schedules

<u>Grade Level</u>	<u>Mins/Day</u>	<u>Recess mins.</u>	<u>Lunch mins.</u>	<u>Lunch Per.</u>	<u>Start Time</u>	<u>Dismissal</u>
K-2	309	15	40	11:40-12:20	8:40	3:00*
3-5	309	15	40	12:00-12:40	8:40	3:00*
6-8	309	15	40	12:20-1:00	8:40	3:00*
9-12	385	10	40	12:04-12:44	7:50	2:50

*Dismissal is 3:00 p.m. on Mondays, Tuesdays, Thursdays, and Fridays. Dismissal is 2:00 p.m. on Wednesdays. On the first and last day of school and on eight parent-teacher conference days (five in fall and three in spring), dismissal is 1:30 p.m.

Element Two – Measurable Student Outcomes . . . For All Students!!!

“ . . . the measurable pupil outcomes identified for use by the Charter School. Pupil outcomes for purposes of this part, means the extent to which all pupils of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school’s educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all groups of pupils served by the Charter School, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of Section 47607. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the Charter School.”

California Education Code 47605 (b) (5) (B)

Two Domains of Student Outcomes --

Measuring school-wide student outcomes takes two forms at Orcutt Academy: 1) **core academic achievement** and, 2) development of **critical thinking skills and readiness-to-learn skills**. Each of these is measured corporately and individually using formative and summative measures that are common to the entire school.

1) School-Wide Measures of Core Academic Achievement - Academic achievement is measured utilizing multiple measures from district and state assessment systems.

District Assessments - Standards-based grade cards are used to formatively report individual student achievement of standards as the school year progresses for grades TK-6 students. In addition, the school leadership uses the Northwest Evaluation Association (NWEA) leveled assessment system in grades 1-8. This system reports student achievement of standards utilizing RIT scale scores. These assessments using the NWEA online assessment system are conducted three times a year.

State Assessments - The California Assessment of Student Performance and Progress (CAASPP) system will be used to monitor individual and group achievement trends. It is the policy of Orcutt Academy to fully participate in all aspects of the state assessment system.

The California School Dashboard is used to monitor the quality of academic achievement across all grade levels and student groups.

School Level Assessments – Teachers use common formative assessments, teacher-made assessments, portfolios and summative assessments to monitor student progress throughout the school year. Grade level and content-specific teacher teams meet in Professional Learning Communities weekly using the above data to assure student success.

The Charter School will pursue the following school-wide and subgroup outcome goals, as measured by multiple and varied benchmark assessments that are aligned to state and federal

standards and reflect proficiency measures required by the selected assessment(s), as well as applicable state priorities detailed in California Education Code section 52060(d) that apply for the grade levels served, or the nature of the program operated, by the Charter School.

For purposes of measuring achievement of these goals, a numerically significant pupil subgroup will be defined as one that meets both of the following criteria:

- (i) The subgroup consists of at least 50 pupils each of whom has a valid test score.
- (ii) The subgroup constitutes at least 15 percent of the total population of pupils at a school who have valid test scores.” [Ref. Cal. Education Code § 47607(a)(3)(B).]

Pursuant to Education Code Section 47605(b)(5)(A)(ii), following is a table describing the Charter School’s annual goals to achieve the state priorities schoolwide and for all pupil subgroups, as described in Education Code Section 52060(d), and specific annual actions to achieve those goals.

Chart Four – School-Wide Academic Achievement Outcomes

Measure	District or State or School Level	Achievement Area	Achievement Target
Standards-based Report Cards (K-6) <i>Individual Results</i> <i>Formative Measure</i> <i>Note: Refer to Appendix E for precise description of all test components</i>	District assessments that measure student achievement of standards in Mathematics and English/Language Arts	Language Arts Reading Writing (by genre) Speaking /Listening Mathematics Number Sense Algebra/Statistics/Data Analysis/Probability Measurement and Geometry Mathematical Reasoning	Achieve “At Standard” or “Above Standard” by achieving a “3” or a “4” on the Standards-based Report Card in K-6
NWEA Online Assessment System (Grades 1-8) <i>Individual and Group</i> <i>Common Formative & Summative Results K-12</i>	District measure administered three times annually using an online scale score measure	English Language Arts Standards – by grade level Mathematics Standards – by grade level	Students demonstrate increased progress toward RIT scale scores in Reading and Mathematics that represent achievement at standard or above
<i>California Assessment of Student Performance and Progress (CAASPP)</i> <i>Individual and Group Measure</i> <i>and</i> AYP	State Measure	English/Language Arts Mathematics Writing Science	Students demonstrate increased progress toward achievement of California Common Core State Standards

<i>California School Dashboard Composite Measure of student achievement across disciplines</i>	State measure of school and district performance	Composite achievement across disciplines	Students demonstrate increased progress toward achievement of California Common Core State Standards
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Note: Please consult Appendix E for additional information on the state assessment system.

In addition, students with disabilities receive accommodations/modification per their Individualized Education Plan.

2) School-wide Measures of Critical Thinking Skills and Readiness-to-learn Skills

Critical thinking and problem solving are embedded in the state’s new CAASPP assessment system. CAASPP results reflect students’ ability to demonstrate learning at appropriate depth and complexity.

Individual Student Outcomes/ Exit Goals

Using the Orcutt Academy Mission and the Educational Program (Element One), the following exit goals were developed for graduating seniors. Students of Orcutt Academy high school will demonstrate the following skills upon graduation:

1) Individual Measures of Core Academic Achievement – Appropriate age or grade-level mastery of:

- **History/Social Science**: Students will understand and apply civic, historical and geographical knowledge in order to serve as citizens in today’s world of diverse cultures.
- **Mathematics**: Students will develop abilities to reason logically and to understand and apply mathematical processes and concepts, including those within arithmetic, algebra, geometry and/or other mathematical subjects which the staff and school governing board deem appropriate.
- **Language Arts**: Students will demonstrate strong reading, writing, listening, speaking and presentation skills in multiple forms of expression (e.g., written, oral, multimedia), with communication skills appropriate to the setting and audience. They will comprehend and critically interpret multiple forms of expression, including literature from various time periods and cultures and/or technical writing related to their level and coursework experiences.
- **Science**: Students will successfully utilize scientific research and inquiry methods to understand and apply the major concepts underlying various branches of science, which may include physics, chemistry, biology, and/or geology.
- **Languages Other Than English (LOTE)**: Students will gain a level of proficiency in speaking, reading, writing and/or listening comprehension in at least one language in addition to their native tongue (high school only).

- Visual and Performing Arts: Students will participate in a visual and/or performing art and will demonstrate aesthetic understanding in a visual or performing art that is appropriate for their level and educational experience.

2a) Individual Measures of Critical Thinking Skills and Readiness-to-learn Skills – Orcutt Academy graduates will show evidence of organizational skills and critical thinking skills that enable them to be lifelong learners. These skills include:

- Study skills and habits (note taking, research skills, study skills, and digital citizenship)
- Ability to plan, initiate, and complete a project
- Ability to reflect upon and evaluate one's own and others' learning
- Personal financial management skills (budget development, balancing checkbooks, etc.)
- Job readiness and career development skills (developing resumes, job internship skills, etc.)
- Higher education continuance skills (college education continuance skills (applications, financial aid, etc.)

2b) Individual Community Service/Entrepreneurial Project – All graduating Orcutt Academy High School students are expected to have participated in 40 hours of substantial community service or an entrepreneurial project that serves the community in some way. The school helps link students to community service opportunities through its x2VOL online tracking system. Available to support students in completing community service are the school counselors, the librarian/media specialist, and the registrar.

Element Three – Powerful Methods to Assess Pupil Progress towards Meeting Outcomes

“The method by which pupil progress in meeting those pupil outcomes is to be measured.”
California Education Code Section 47605 (b)(5)(C)

We realize the student outcomes discussed in Element Two-Measurable Student Outcomes require a variety of assessment methods ranging from state, district, and local instruments such as the CAASPP, NWEA, and standards-based grade cards. To provide a more complete and accurate picture of student performance, the Orcutt Academy also uses a variety of alternative assessment tools including portfolios, scoring rubrics, demonstrations, observation tools and other common formative assessments.

The following table illustrates the major outcomes and assessments to be used to measure progress.

Chart Five Methods to Assess Student Progress Toward Achievement of Outcomes

Students from Orcutt Academy will demonstrate proficiencies using the following assessment tools.

Outcome	Curriculum	Assessment
Proficiency in English/Language Arts	<ul style="list-style-type: none"> • Interdisciplinary projects • Skill building classes • Direct instruction in California Writing Standards by genre (as appropriate for each grade levels) • Reading instruction using California Adoptions • Cooperative group work 	<ul style="list-style-type: none"> • California assessments including: CAASPP and ELPAC • Classroom-based quizzes and homework assignments • Portfolios of written work using school identified/developed rubrics • NWEA using scale score cut points • Common Formative Assessments • Advanced Placement (AP) tests • PSAT (grade 10)
Proficiency in History/Social Studies	<ul style="list-style-type: none"> • Interdisciplinary projects • Research papers • Field trips • Cooperative group work 	<ul style="list-style-type: none"> • Classroom-based tests, quizzes and homework assignments • Portfolios of written work graded pursuant to a school-developed rubric (see standards-based grade card rubrics) • Public presentations of research papers • Common Formative Assessments • Advanced Placement (AP) tests
Proficiency in Mathematics	<ul style="list-style-type: none"> • Classes prescribed based on course order and/or student achievement readiness • Cooperative group work 	<ul style="list-style-type: none"> • California assessments including CAASPP • Student work evaluated upon school grading standards and/or rubrics • Portfolios of written work evaluated based upon a school standard or rubric • Common Formative Assessments • Advanced Placement (AP) tests • PSAT (grade 10)
Proficiency in Science	<ul style="list-style-type: none"> • Interdisciplinary projects • Classes prescribed based upon course order and/or achievement readiness • Cooperative group work • Research paper • Science labs 	<ul style="list-style-type: none"> • California assessments such as CAASPP • Classroom-based tests • Lab write-ups evaluated against a school standard • Presentation of research findings using a school rubric • Common Formative Assessments • Advanced Placement (AP) tests
Proficiency in Languages Other Than English	<ul style="list-style-type: none"> • Interdisciplinary projects • Language labs • Classroom skill instruction • School-sponsored cross-cultural activities • Skill building • Cooperative group work 	<ul style="list-style-type: none"> • School developed end-of-course writing exam • School-developed oral exam to assess listening and speaking • Portfolio assessed using school rubric • Presentation of projects using school rubrics • Common Formative Assessments • Advanced Placement (AP) tests
Community Service	<ul style="list-style-type: none"> • Interdisciplinary community service projects • Cooperative group work 	<ul style="list-style-type: none"> • Presentations, demonstrations and/or projects evaluated with a school rubric

Student Exit Outcomes That Answer the Question . . .

“How Good is Good Enough?”

Merely stating the methods that are used to assess student progress toward achieving graduation outcomes falls short of what is most important. Of greatest importance are the answers to the question: *“How much performance is good enough?”* Answers to this question apply to each of the following three domains of student achievement of outcomes.

Orcutt Academy Student Achievement Domains

- The Graduation Proficiencies in Chart Five (below)
- The School-wide Academic Achievement Outcomes in Chart Three
- The Critical Thinking Skills and Readiness-to-Learn Skills

Graduation Proficiencies:

Chart Six – “How Much Performance is Good Enough?”

Proficiency	Measure(s)	“Good Enough” Performance
Writing	School selected or developed writing rubrics related to achievement of the state writing standards	Orcutt Academy graduates will demonstrate substantial evidence of rubric-directed writing performance by achieving at least a “3” on a 4-point scale Or Achieving a “C” or better in a course grade involving specific instruction in writing.
Speaking and Listening	Teacher observations and/or teacher developed rubric recorded on grade card	75% of Orcutt Academy graduates will show teacher comments that indicate “proficient” speaking skills and listening skills Or Achieving a “C” or better in a course grade that involves specific instruction in speaking and listening. Or Achieving “C” or better on high school speech class rubric
Alternative English/Language Arts Measures	NWEA (grades 1-8) Or Letter Grades Or Portfolios	Students will score “at” standard or above on the NWEA test RIT Scale Scores Or Grades of C or better in English courses
History/Social Science	CAASPP Or Portfolio	Score of Proficient or higher Or Completion of a Portfolio, Public Presentation or Service Project that demonstrates substantial understanding using a teacher rubric
Mathematics	CAASPP	Score of Proficient or higher

	Grade Card	Or A “C” grade or higher in all math courses Or A “C” or better on a teacher developed math test
Science	CAASPP Letter grades Portfolios	Score of Proficient or higher Or A “C” grade or higher in Science classes Or Completion of a portfolio, public presentation or service project that demonstrates substantial scientific understanding using a school rubric
Languages Other Than English (LOTE)	Grades Rubric-based Portfolio End-of-Course Exam	Receiving a “C” or better in two years of LOTE Or Completion of a portfolio, public presentation or service project that demonstrates substantial understanding using a school rubric Or Passing a school developed end-of-course writing exam with a “C” or better
Community Service	Time and Quality (Rubric-based)	Completion of 40 hours of community service (10 hours per high school year) that has a visible impact on the community or others.

Note: Special Education students will achieve graduation status as permitted by California Education Code.

School-wide Academic Achievement Outcomes

Chart Seven – “How Much Performance is Good Enough?”

Proficiency	Measure(s)	“Good Enough” Performance
Language Arts Mathematics History Science Writing	CAASPP NWEA 1-8 Report Card	50% of students will achieve Proficient or above on the CAASPP Or 50% will achieve a NWEA score of “At Standard” or above Or 90% of the students will receive a C or better course grade in each proficiency area Or Demonstrate portfolio writing work that averages a “C” or better

Special Education Students

Individual proficiency for Special Education is defined appropriately according to their Individualized Education Plans. Please refer to Special Education language in the Operational Agreement of this charter.

English Learners

Students who have been identified will receive appropriate English Language Development (ELD) instruction from CLAD-certified teachers as well as scaffolded academic content using SDAIE (Specially Designed Academic Instruction for English) strategies. Principals and teachers monitor the use of these strategies with identified students.

Intervention and Support

At the high school, afterschool intervention is required for students not passing with a 2.0 overall grade point average. A weekly SPIN (Specialized Instruction) period allows students 30 minutes of outside-the-regular-class access to teachers in their specific content areas. Meanwhile, the School Advisory Council has strongly indicated the need for afterschool/summer fee-based or free programs for SAT preparation, credit recovery, enrichment, remediation, and/or other virtual independent study offerings. The high school is piloting a credit recovery program in 2017-2018 and plans to continue the program in 2018-2019.

Element Four – Governance and Structure of School

. . . the governance structure of the school, including, but not limited to, the process to be followed by the school to ensure parental involvement.

California Education Code 47605(b) (5) (D)

Governing Board

Orcutt Academy is a Charter School operated by the Orcutt Union School District. The Orcutt Union School District Governing Board of Trustees (“Board”) shall be the governing body of the Charter School and holder of the Charter. Orcutt Academy shall be wholly governed by the Board. Orcutt Academy will be governed in accordance with all applicable California Education Code Sections that apply to, and direct the work of locally funded dependent Charter Schools.

As the chartering authority, the District shall have supervisory oversight duties, including but not limited to, ensuring that the Charter School complies with all reports required of charter schools by law, and monitoring the fiscal condition of the Charter School.

The District will provide all appropriate support services in order to contribute to the successful operation of the Charter School. In general, direct support costs of personnel, financial, legal, purchasing, and facility services shall be budgeted for and paid by revenue generated by student average daily attendance as reported by the Charter School and included in the overall budget of the District.

The Board of Trustees of the Orcutt Union School District is responsible for the following:

1. The general policies of the school.
2. Approving and monitoring the school’s annual budget.
 - Receipt and expenditure of funds for the operation of the school in accordance with California charter school law.
 - Receipt of donations and gifts for the school which are consistent with the mission of the school.
3. Overseeing the personnel practices of the school.
4. To the extent allowable by law, the board of trustees may delegate the responsibility for the daily and ongoing operation of the school to the administration and staff at Orcutt Academy.
5. All planning, actions, and expenditures recommended by the Charter School are subject to the pre-approval of the Board of Trustees of the Orcutt Union School District.

6. Other Board responsibilities are stipulated in the Operational Agreement of the charter.

School Advisory Council

The Board of Trustees of the Orcutt Union School District will approve annually the membership of the School Advisory Council whose mission is to bring guidance and direction to the school’s instructional planning. This School Advisory Council governs itself under the rules and regulations that govern School Site Councils as specified in Education Code Section 52000 – 52055.52. The Orcutt Academy Advisory Council membership will have no less than thirteen members and no more than sixteen members. Membership in each case will be as follows:

Chart Eight - Membership Composition of Orcutt Academy Advisory Committee

School Advisory	Parents and/or Community Members	Principal	Teachers	Students	Other School Personnel
13	5	1	4	2	1
15	6	1	5	2	1
16	7	1	5	2	1

In each case, the School Advisory Council’s membership will be selected as follows: parents/guardians/community members selected by parent/guardians; teachers selected by teachers; students selected by students; other school personnel selected by other school personnel at the school; the current principal will attend/participate in all meetings; and The School Advisory Council will govern themselves using Bylaws that they select and the Orcutt Union School District Board of Trustees approve. Please see Appendix C.

Parental Involvement – Communication that makes a difference among all stakeholders

The school recognizes that students learn best when parents are engaged in their education.

Current **research** from the U.S. Department of Education (Parental Involvement in Resource Centers – 2007) indicates that parental involvement is the single most important ingredient to student success after socioeconomic status. Accordingly, the School reaches out to parents and involves them with the school in a meaningful way. This includes representation on the School Advisory Committee, Parent Newsletters, Parent Teacher Association (PTSA) meetings, parent-teacher conferences, volunteer opportunities, fundraising, job talks, community interviews, action research, and occasional participation in interviewing, among other things. With encouragement from the School Advisory Council, staff will explore additional ways to communicate school programs and school successes to the broader community.

One of the most significant ways of accomplishing parental involvement is the composition of the School Advisory Council (SAC) which is comprised of all school constituencies, including

parents, students, teachers, and administrators. The SAC participates in the development of the school's Single School Plan for Student Achievement, Safe Schools Plans for the three Orcutt Academy campuses, the Orcutt Academy Local Control and Accountability Plan (LCAP), and related policies for submission to the Orcutt Union School District Board of Trustees for approval. In addition, members of the SAC may participate in the interviewing of teaching and staff candidates, sharing in the efforts to improve the school and engaging the support of the community. The SAC may make recommendations about issues related to the school and participate in reviewing parental and community concerns. The Director of Charter Programs is responsible for reporting all SAC recommendations to the Board of Trustees of the Orcutt Union School District through the superintendent or his/her designee. The SAC serves as the School Site Council (SSC) and constitutes an English Language Advisory Committee (ELAC) when the school receives categorical funds with these requirements.

The school is committed to working with parents to address parent concerns. Parents are encouraged to share their ideas and concerns with the school throughout the school year. In addition, Orcutt Academy utilizes the complaint processes already in place and utilized by the Orcutt Union School District. These formal complaint processes are used to address parental concerns about any particular employee. The current complaint policies are included in Appendix D, and are included in our supplemental information package.

The high school's teacher advisory program (Spartan Seminar) keeps communication current among students, teachers, and counselors. Through this effort, the school counselors facilitate vital and timely communication using that network to keep students focused. Students are vitally involved with their counselors and teacher advisors on a weekly basis through the regularly scheduled teacher advisory period that meets twice a week immediately prior to lunch. This period is also used to provide students with the opportunity to practice necessary verbal and written communication that will make them a success in school and the workplace.

The Charter School may encourage parental involvement, but shall notify parents/guardians of applicant students and currently enrolled students that parental involvement is not a requirement to, or continued enrollment at, the Charter School. [Ref. Education Code section 47605(n).]

Element Five – Employee Qualifications

“The qualifications to be met by individuals to be employed by the school”

California Education Code Section 47605 (b) (5) (E).

The Charter Schools Act requires that “teachers in charter schools shall be required to hold a Commission of Teacher Credentialing certificate, permit or other document equivalent to that which a teacher in other public schools would be required to hold.” It is the intent of Orcutt

Academy to fully comply with this Education Code requirement by hiring fully credentialed teachers in all “core” areas of study. For the purposes of this charter petition a “core” area of study includes English/Language Arts, Foreign Language, Mathematics, Science, and History/Social Science courses.

In accordance with the legislature’s intent, Orcutt Academy will take advantage of the flexibility provided charter schools when hiring teachers in non-core and non-college preparatory courses. The Orcutt Union School District’s Human Resources Department will provide oversight in the interpretation of the flexibility provided by the Charter Schools Act. In so doing, teachers of non-core, non-college preparatory classes may not be required to hold credentialing that is precisely specific to the subject matter taught in their assigned class or classes.

Non-teaching staff at the Orcutt Academy, will align their identity with the classified employee job classifications of the Orcutt Union School District.

To assure continued improvements in the hiring practices used by Orcutt Academy, the Charter School works closely with the District to monitor and understand any changes in legislation or Education Code that modify employee qualifications required at the Charter School.

Compensation and Benefits

Orcutt Academy employees who were District employees before coming to Orcutt Academy will receive the same compensation and benefits of Orcutt Union School District employees, up to and including participation in STRS and PERS as described in Element Eleven and Element Thirteen. Additional details regarding compensation can be found on the District’s webpage.

Comprehensive Plan for Recruitment/Professional Development

Orcutt Academy teaching staff will be recruited based upon their demonstrated understanding of and commitment to the Mission and Education Program described in this Charter Petition. All teaching staff will receive initial and ongoing staff development in the curriculum and instructional strategies described in Elements One, Two and Three of the Orcutt Academy Charter Petition.

Applicants to teach in our program will be evaluated based on the following qualifications:

- Demonstrated expertise in subject area and the ability to communicate the appropriate knowledge to each student.
- Possession of a CLAD credential.
- Knowledge and experience with standards-based instruction: ability to align curriculum and standards and willingness to adopt grading practices that can be used in standards-based grading.
- Knowledge of assessment strategies and the ability to use data to drive their teaching and ensure continuous improvement of student learning.
- Ability to effectively use a broad range of instructional strategies.

- Demonstrated competence using advanced technology as a learning tool: willing and able to integrate technology into teaching and student learning.
- Outstanding classroom management skills.
- Belief in our mission that all students will learn and successfully master the content and skills necessary for advanced post-secondary education.
- Willingness to work as a vital part of the school team to ensure continuous improvement for students, staff and school community as a whole.
- Willingness and ability to work with students and parents on an ongoing basis to ensure student success.
- Love of students, enthusiasm for teaching, the belief that each student can and will succeed and the willingness to do what it takes to make that happen.
- Desire and ability to engage in continuing education, staff development and skill upgrading.
- Positive references from most recent employment and/or college or graduate school.

General Requirements, Hiring and Performance Review

Prior to employment and within thirty (30) days of hiring, each employee will submit to a criminal background check as required by Education Code §44237. The Charter School will adhere to California laws including fingerprinting and prohibitions regarding the employment of persons who have been convicted of a violent or serious felony. The school, through direction and assistance from the district, will comply with the provisions of the Every Student Succeeds Act (ESSA) as they apply to certificated personnel and paraprofessionals. Each employee must furnish proof of tuberculosis (TB) testing, as well as documents establishing legal employment status. A District personnel officer and/or administrative designee will be responsible for monitoring and maintaining documentation of criminal investigation clearances, as required by California and federal laws. Those employees that require a criminal background check and do not have a current background check will be required to undergo such a check through such services as a LiveScan fingerprint process. Prospective employees pay for these services. These services will occur where the LiveScan service is offered, which may be located at district, county or local college facilities.

The District will guide the Director of Charter Programs and Principal in the creation of formal job descriptions for each position, and also in subsequent recruitment and interviewing of candidates. The District Superintendent and Personnel Officer have the right to review these candidates' credentials before a job offer is made to the candidate. The District Superintendent or his or her designee will create the job description and conduct the performance review of the Director of Charter Programs; the Director of Charter Programs, in turn, conducts the performance review of the Principal. The Director (for the K-8 campus and independent study program) and Principal (for the high school) will have the responsibility of evaluating the performance of the school's teaching and administrative staff using the evaluation instrument utilized by the Orcutt Union School District. The frequency of evaluation shall mirror that in current District labor

agreements. The District Superintendent has the right to review these performance evaluations before they are delivered to the staff members.

Element Six – Health and Safety Procedures

“The procedures that the school will follow to ensure the health and safety of pupils and staff.” *Educ. Code Section 47605 (b)(5)(F)*

To ensure the health and safety of its students and staff, Orcutt Academy shall follow the health and safety policies of the Orcutt Union School District (OUSD). These policies include, but are not limited to the following.

1. In accordance with OUSD Board Policy and California Education Code, all enrolling students and staff will provide records documenting receipt of immunizations or waiver to the extent required in non-charter public schools.
2. Orcutt Academy will utilize and conform to the procedures adopted in the District Safety Plan and Emergency Procedures Handbook for all emergency situations listed below.

OUSD Safety and Emergency Procedures Handbook

Medical Emergency

- a. Medical problem on campus
- b. Drug overdose or poisoning
- c. Verbal or written threat of suicide
- d. Neck injuries
- e. Stinging insects

Violence & Crime (To ensure student safety, staff will participate in district, county, and/or other training that will result in increased safety for students and staff in and around the school environment. A Safe Schools Plan for each campus is updated each year and regular safety drills insure appropriate responses are in place if a violence-related emergency should occur.)

- f. Violent actions
- g. Weapons
 - Armed person(s) with hostages
 - Armed student with no hostages
 - Suspected weapon
- h. Sexual Assault
- i. Unarmed intruder
- j. Vandalism or graffiti (principal/custodian only)

Shelter in Place/Evacuation

- k. Shelter in place
- l. Evacuation

Facility Emergencies

- m. Major fire or explosion
- n. Plane crash
- o. Hazardous material release
- p. Utility failure
 - Inside gas leak
 - Power outage
 - Power line down on/or near school property
 - Water shortage
- q. Utility locations site specific
- r. Bomb threat
- s. Earthquake

Weather (Campus Response)

- t. Flooding

Student Welfare

- u. Missing student or runaway student
- v. Unauthorized removal of students
- w. Suspected child abuse
- x. Student walkout
- y. Procedures for closing of schools

3. All students participating in a school sport are required to document receiving a sports health exam from a certified physician, chiropractor, or health practitioner, prior to competing in said sport(s).
4. All coaches of team sports must be able to demonstrate knowledge of coaching techniques and possess current knowledge and certification in first aid procedures and CPR. In addition, all athletic team coaches will have successfully completed California's Coaching Competency Training prior to assuming their positions.
5. In accordance with OUSD Board Policy and state and federal law, Orcutt Academy maintains a drug, alcohol, and tobacco free workplace. Appropriate signage, in accordance with Title IV, has been placed at each entrance to the school.
6. Orcutt Academy will comply with OUSD policy relating to nondiscrimination in employment. No person shall be subjected to discrimination on the basis of race, ethnicity, creed, national origin, color, gender, age, gender identity, gender expression and/or disability, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code in any program or activity conducted by an educational institution that receives, or benefits from state financial assistance or enrolls pupils who receive state student financial aid. Any employee who

engages in discriminatory activities or harassment of another will be subject to disciplinary action, up to and including dismissal (Board Policy/Administrative Regulation 4030).

7. Sexual harassment will not be tolerated and will be dealt with promptly as specified in OUSD Board Policy/Administrative Regulation 4119.11.
8. All employees receive training in how to protect them from blood borne pathogens as stipulated in OUSD Board Policy.
9. Orcutt Academy will promote the health and safety for students and adults alike through the enforcement of the OUSD Board Policy 5131 – Conduct. Among the conduct issues dealt with in this policy are: behavior that endangers staff and/or students, behavior that disrupts orderly classroom environment, harassment and bullying, profane or vulgar and abusive language, and failure to remain on school premises in accordance with school rules.
10. Orcutt Academy will enforce OUSD Board Policy relating to gangs or groups which advocate drug use, violence, or disruptive behavior.
11. Orcutt Academy, in accordance with OUSD Board Policy and Administrative Regulations, “. . . supports a child care custodian who, in his or her professional capacity or within the scope of his or her employment, has knowledge of or who observes a child whom he or she knows or reasonably suspects has been the victim of child abuse, shall report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone, and shall prepare and send a written report thereof within thirty-six hours of receiving the information concerning the incident. Orcutt Academy employees shall sign a statement indicating their understanding of this provision in California Penal Code 11166.
12. Students shall be afforded necessary laboratory safety, including eye protection, as specified in California Education Code.
13. Instructional and administrative staff shall receive training in emergency response including appropriate “first responder” training.
14. Medications will be administered by personnel trained by the OUSD district administrative nurse as specified in District Policy and Administrative Regulations.
15. Orcutt Academy students will be housed in Field Act or local building code compliant facilities.

16. Each employee of Orcutt Academy must comply with the OUSD requirement that “. . . each employee of the school shall submit to a criminal background check and furnish a criminal record summary as required by Education Code Section 44237.
17. All parent/community volunteers, whose volunteerism is of such a nature that student relationships could be developed or that they might be the only adult with the student(s), will be screened for violations of Megan’s Law and required to submit Department of Motor Vehicles pull notices if utilized as drivers of students.

These policies and procedures have been incorporated into the Charter School’s student and staff handbooks and are reviewed on an ongoing basis in the school’s staff development efforts and governing board policies.

Element Seven – Means to Achieve Racial/Ethnic Balance Reflective of the District

“The means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted.”

Educ. Code Section 47605 (b)(5)(G)

Orcutt Academy implements a student recruitment strategy that includes, but is not necessarily limited to, the following elements or strategies to ensure a racial and ethnic balance among students that is reflective of the District:

- An enrollment process that is scheduled to include a timeline that allows for a broad-based recruiting, application, and admissions process.
- The development of promotional and informational material that appeals to the various racial and ethnic groups represented in the District.
- The appropriate development of promotional and informational materials in Spanish.
- The distribution of promotional and informational materials to a broad variety of community groups and agencies that serve the various racial, ethnic, and interest groups represented in the Charter School.
- Informational meetings in several areas of the District and adjoining areas are held to reach prospective students and parents.

Element Eight – Admission Policies and Procedures

*“The Charter School shall comply with all laws establishing minimum age for public school attendance”
Education code section 45610*

*“Admission policies and procedures, consistent with [Education Code section 47605] subdivision (d)”
California Education Code 47605(b) (5) (H).*

Admission will be conducted via annual public lottery if pre-established enrollment thresholds are exceeded by a grade level, class, or school-site. This lottery will be held in a public forum on a pre-established date which is well publicized in the local media. All potential enrollees and their families will be invited to witness the lottery which affects their student(s). Preferential admission will be granted to students of parents on the District’s Charter School ad hoc (founders) steering and advisory committees, children of staff working in the school, and to siblings of current students. For the high school campus, preferential admission also will be granted to children who are residents of the Orcutt Union School District. Once a student has gained admission and is enrolled, he or she will be considered a student of the school until he or she withdraws, fails to take advantage of his/her Charter School opportunity, or is expelled by action of the Board of Trustees, or returns to his or her local neighborhood school.

Student Recruitment Strategies, Schedule and Lottery

Recruitment – Orcutt Academy will actively recruit a diverse student population from the district and surrounding areas who understand the value of the school’s mission and are committed to the school’s instructional and operational philosophy. Admission to the school shall be open to any resident of the State of California. Prospective students and their parents will be encouraged to attend an informational presentation and submit an application. Students and their parents who are unable to attend an informational meeting may request a presentation from a Charter School official. Students admitted to the Charter School (through a lottery if the program is over-subscribed) will be encouraged to attend a registration appointment with Charter School officials. The registration appointment will be a tool the school uses to ensure that candidate students and parents understand the school’s program and the commitment required of a student. Additionally, the appointment will be used to confirm each student’s pre-lottery declaration relative to admissions requirements.

Recruiting Calendar - The Charter School will establish an annual recruiting and admission calendar.

- The Recruiting/Information Campaign will begin *the first Monday in November and will conclude the first Wednesday following the first Monday in February.* During this

recruiting period at least three public meetings will be held within the District, and at least one meeting will be held in a surrounding school district to tell the Orcutt Academy story and extend admission applications to students and families who live outside the Orcutt Union School District. Additional meetings and assemblies for Orcutt Union School District eighth graders will be held during the recruitment period. Spanish translation services will be available at these meetings.

- A Public Lottery will be held (if the Charter School is oversubscribed) *on the first Wednesday following the first Monday in February*. The lottery will be held in a publicized location at which all students and family members who have made application to the school will be invited. This lottery will determine each student's admission and wait list status. Both the recruiting information campaign and lottery will be publicized in the electronic and print media. In the lottery for the K-8 campus, all students who reside outside of District boundaries will have their names entered twice and residents of the Orcutt Union School District will have their names entered three times. In the lottery for the high school campus, all students will be equally weighted. The lottery will draw the names of all applicant students – identifying both students admitted and those on the wait list, and their place on each list. Once a student has gained admission and is enrolled, he or she will be considered a student of the Charter School until he or she withdraws or is expelled. The Charter School will fill vacancies or openings that become available after the admissions process and during the school year by using a wait list. The Director of Charter Programs (or designee) is granted the broad authority to reasonably resolve any issues raised during the lottery event that are not otherwise addressed in the Charter, Board Policy, or law.

Student Categories Exempted From the Lottery

- a. Siblings of students already admitted to or attending Orcutt Academy.
- b. Children of the Charter School founders (Steering and Advisory Committee Members). Note: This category will be less than 2-3% of the school's enrollment.
- c. Children of all staff of the Charter School.
- d. For the high school, children residing in the Orcutt Union School District.

For purposes of the lottery and an exemption, the definition of "resident" will align with the California Government Code Section 244 definition of residency.

For purposes of an exemption, the definition of "sibling" will be each of two or more children having one or both parents in common through birth or legal adoption.

For purposes of an exemption, the definition of “staff” is all teaching, Classified, and administrative staff who work at the Orcutt Academy on a daily and/or regularly scheduled basis and are considered part of the school staff.

- Formal Notification of Acceptance and Wait List Status - By the end of February, students will be formally notified of their acceptance or wait list status.
- Written Orientation and Charter School Activities Notification - By the end of February, parents and students will be notified in writing of school orientation dates and school activities preceding the first day of school. Registration appointments for high school guidance and class selections will begin on Saturdays during the month of March.
- School Start-up Notification - By the end of April a letter of welcome will be sent to families introducing their counselor and teacher advisor to them, and will include, details regarding Orcutt Academy retreat/orientation meetings, pre-opening parent meetings and school opening.

Independent/Home Study Admission Practices

It is anticipated that the enrollment in the K-8 Independent Study Program will vary between 50 and 100 students in each school year. The anticipation of this enrollment amount does not preclude the program from handling more or fewer students. Since this program is a school program and not a school, lottery rules do not apply for admission consideration. Admission to the Independent Study/Home Study program does not provide students priority enrollment to the classroom-based TK-8 charter program in Los Alamos. Additionally, graduates of the Independent Study Program who have completed all of fifth, sixth, seventh, and eighth grade in the program qualify for admission to the high school if they have met the high school’s admissions requirements.

Maintenance of High School Enrollment Status

At the high school, any student whose grade point average (GPA) drops below 2.0 at the end of a semester (on a semester grade card) must participate in the school’s academic intervention program. When the student’s GPA rises above 2.0 at the end of a quarter, the student may exit the program.

No student shall be removed from the Charter without due process as required by law.

If a student is failing to thrive in the Charter School’s high school as evidenced by failing to maintain a grade point average of 2.0 at the end of a given semester or failing to make meaningful progress towards obtaining sufficient credits to graduate, the student must participate in the school’s academic intervention program or credit recovery program.

Those programs will be made available for at least three (3) semesters. If a student fails to make up the required credits or to bring up their grade point average after three (3) semesters of

participation in the academic intervention or credit recovery program, then they will be notified by the high school that they may not be eligible to continue in the Charter program.

The notice will include the opportunities and interventions the student was afforded to raise their grade point average and/or to make up credits and the resources provided to them by the Charter School to make meaningful progress towards raising their grade point average or credit progress.

The notice will also indicate that the student is entitled to a hearing before a neutral panel made up of educators from within the District to determine whether continuing in the Charter School's program is in the student's academic interests. If the panel determines that it is not in the student's academic interests to remain in the Charter high school, then the Charter School will assist the student and parent/guardian with locating and returning to his/her school of residence or another educational placement.

The process outlined above will be provided in detail to all students and their parents/guardians upon enrollment and at the beginning of each school year.

Element Nine – Financial (and Programmatic) Audit

“Strong Fiscal Controls!”

“The manner in which annual independent, financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority.”

California Education Code 47605 (b) (5) (I)

Annual Audit - An annual independent financial audit will be conducted by a certified public accountant and will use generally accepted accounting principles. The Chief Financial Officer of Orcutt Academy will be the Assistant Superintendent of Business Services of the OUSD. The Chief Financial Officer will be responsible for contracting and overseeing the independent audit, and will provide the audit to the State Controller, the Santa Barbara County Office of Education, the State Superintendent and Department of Education by December 15 of the following school year. The Chief Financial Officer will resolve audit exceptions and deficiencies in a timely fashion. The Board of Trustees of the Orcutt Union School District will consider an audit exception or deficiency resolved when the auditor considers the item resolved. Also the District will develop and implement sound budgetary monitoring and overview processes, including the development of balanced budgets prior to each fiscal year, and the Board of Trustees will monitor and adopt these processes. The Orcutt Academy audit will be a part of the annual audit of the District completed in accordance with the policies and procedures adopted by the District’s Board of Trustees. The auditor selected by the District will have experience with charter school audits. Audit findings will display non-classroom based ADA as separate from classroom based ADA.

Funding – Orcutt Academy, as a dependent Charter School, will receive funding in accordance with Education Code, the Charter School Act and other appropriate laws, and will receive funding indirectly from the state, through the Orcutt Union School District. These funds may include, but are not limited to, Local Control Funding Formula (LCFF) Base funding, LCFF Supplemental funding, the California State Lottery, categorical block and non-block grants, charter school funding from the California Department of Education or other sources, and any other funds available through mutually agreeable sources for charter programs. The projected 3-year financial plan is included in Appendix F of this document. Prior to May 15th, the Assistant Superintendent of Business Services will develop, for the Superintendent or designee, a financial plan which will cover operating costs.

Fiscal Oversight/Timelines – The district shall work cooperatively with the charter in meeting the following fiscal deadlines yearly.

- 1.) Adoption of a preliminary budget on or before July 1.
- 2.) Submit first and second Interim Reports by December 15 and March 15 respectively.
- 3.) On or before September 15, the Charter and District will submit an unaudited actual report for the period ending June 30. Copies of the unaudited actual shall report be submitted to the Santa Barbara COE, State Controller and CDE prior to December 15.

Element Ten – Pupil Suspension and Expulsion

“The procedures by which pupils can be suspended or expelled.”

California Education code 47605 (b) (5) (J).

The procedures for suspension and expulsion will include appropriate due process, will be specific and clear and will be compliant with federal laws governing discipline of special needs students. The Charter shall comply with and implement suspension and expulsion policies and/or procedures consistent with student suspension and expulsion procedures adopted and utilized by the Orcutt Union School District.

The Orcutt Academy’s student discipline policies will be distributed as part of the school’s student handbook and will clearly describe the school’s expectations regarding attendance, mutual respect, substance abuse, violence, safety, and work habits. Each student and his/her guardian will be required to verify that they have reviewed and understand the policies prior to enrollment. Students who violate the school’s discipline policies, who are a serious disruption to the education process, and/or who present a health or safety threat may be suspended for up to ten school days. The school will notify and confer with the student’s parent or caregiver as soon as possible regarding the suspension. If the violation of the discipline policies is a serious offense that merits expulsion, and/or if the student presents an ongoing threat to health and safety, the District may take action to expel the student. In such cases, the Charter School or District will send a written notice of the facts, allegations, and student/parent rights to the parent or caregiver and the Orcutt Union School District Board of Trustees (serving as governing board of the Orcutt Academy) will hold a hearing regarding the offense. If the Board of Trustees determines that the case merits expulsion, the student may be expelled or offered reinstatement, as appropriate. These processes will be amended as required by law to protect the rights of students with disabilities or exceptional needs. This includes, but is not limited to, convening an Individualized Education Plan (IEP) team and conducting a manifestation of determination, if a suspension lasts beyond ten days or in the event that expulsion is recommended.

No student shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five schooldays before the effective date of the action.

A description of the currently proposed suspension and expulsion procedures, subject to change in the future, is included in Appendix E and the Student Handbook.

Element Eleven – Retirement System

“The manner in which staff members of the Charter Schools will be covered by the State Teachers Retirement System, the Public Employees Retirement System, or federal social security.”

Educ. Code Section 47605 (b)(5)(K)

Certificated District employees working at the Charter School will be covered by the California State Teachers Retirement System (CalSTRS) to the same extent as other non-charter District employees.

Classified District employees working exclusively at the Charter School, or as part of their District work assignments, will be covered by the California Public Employee Retirement System (CalPERS) to the same extent as other non-charter District employees.

The District shall be responsible to ensure that arrangements for coverage are made.

Element Twelve – Attendance Alternatives

“The public school attendance alternatives for pupils residing within the school district who choose not to attend Charter Schools.”

Educ. Code Section 47605 (b)(5)(L)

No student may be required to attend the Charter School. Students who choose not to attend Orcutt Academy, who reside within the boundaries of the Orcutt Union School District, may attend their neighborhood school or they may seek intradistrict transfer to another school in the District following board policy and procedures that relate to such a transfer.

Orcutt Academy students who reside outside of the attendance boundaries of the Orcutt Union School District, who leave Orcutt Academy, must return to the neighborhood school in their district of residence or seek an inter-district transfer to another district.

A single-core bus route exists for students who attend the TK-8 campus in Los Alamos. Additional bus routes are not being considered at this time.

Element Thirteen – Description of Employee Rights

A description of the rights of any employee of the school district upon leaving the employment of the school district to work in a charter school and of any rights of return to the school district after employment at a charter school.

California Education Code Section 47605 (b) (5) (M)

This section describes whether and how staff at the charter school may return to a traditional non-charter school in the Orcutt Union School District. For the purposes of the Orcutt Academy, employees shall have rights as described below:

- **Return Rights** – Any permanent employee who transfers from a District traditional school to the Charter School will be covered by existing District policies for inter-district transfers and the terms of existing labor contracts. District staff who leave a traditional District school position to work at the Charter School will have their District assignment held for them for a two-year period. A temporary employee will fill their position for up to two years. If after a two-year period the District employee decides to remain in the Charter School, he/she will have the right to return to an open position for which he/she is qualified in the District, subject to layoff provisions in the Education Code.
- **Seniority** – Teachers in the Orcutt Academy will accumulate seniority while working at the Charter School in the following way. Teachers in Orcutt Academy who previously had probationary or permanent status in the District will continue to accumulate seniority in the District and parallel seniority in the Charter School. Teachers who were hired directly into Orcutt Academy with no previous District experience as probationary or permanent teachers will accumulate temporary, probationary or permanent status in the Charter School only (Operational Agreement Annual Update 4/8/09).
- **Retention of Leave** – District staff members moving from a traditional District school to the Charter School will retain any rights to accumulated sick leave, vacation, or family leave.
- **Health and other Benefits** – District staff leaving a traditional District school to work in Orcutt Academy will retain rights to district-sponsored health benefits. Employees hired directly into the Charter School will have the same options for District-sponsored health benefits as District staff.
- **District Job Rights for Direct-Hires to the Charter School** – Employees hired directly into the Charter School with no immediately previous permanent or probationary work experience in the Orcutt Union School District will have employment status in the Charter School only. This employee group will have no rights under the current collective bargaining agreement or Education Code except those stipulated in the Charter.

In addition Orcutt Academy employees shall have the following additional employee rights:

- Employee Minimum Work Stay in the Charter School – Due to the unique staff development required for the Charter School and the need to build a learning community in the Charter School, District employees who are hired to work in Orcutt Academy will be asked (not required) to work at least two (2) years in the Charter School before seeking a return to a regular District position.
- Evaluation of the Charter School Principal/Director -- The Charter School director/principal will be evaluated annually by the superintendent/or designee of the Orcutt Union School District.

Exclusive Public School Employer Declaration

Orcutt Union School District shall be Orcutt Academy for the purposes of the Education Employment Relations Act. [Education Code Section 47605(b)(6)]

Element Fourteen – Dispute Resolution Process

The procedures to be followed by the Charter School and the entity granting the charter to resolve disputes relating to provisions of the charter.”

Educ. Code Section 47605 (b)(5)(N).

Disputes Arising From Within the Charter School

Disputes arising from within the Orcutt Academy, including all disputes among and between students, staff, parents, volunteers, advisors, partner organizations and the governing board members of the school District, shall be resolved pursuant to existing policies and processes developed by the District.

Element Fifteen – School Closure Procedures

“A description of the procedures to be used if the Charter School closes.”

California Education Code Section 47605 (b) (5) (O)

If the Charter School ceases to operate for any reason, the Orcutt Union School District shall be the “responsible entity” to conduct closure-related activities pursuant to Title 5 of the California Code of Regulations section 11962. Closure of the Charter School will be documented by official action of the District’s Board of Education. The action will identify the reason(s) for closure, as well as identify persons responsible for closure-related activities. District personnel will ensure that the notification to the parents and students of the Charter School of the closure provides information to assist parents and students in enrolling in their school of attendance or alternative education programs within the District or otherwise. This notice will be provided promptly following the District Board of Education’s decision to close the Charter School.

The District will also develop a list of pupils in each grade level and the classes they have completed at the Charter School, together with information on the pupils' districts of residence. The District will provide parents and students with copies of all appropriate student records if requested and will otherwise assist students in transferring to their next school.

All records of the Charter School, including state assessments results, special education records, and personnel records will be maintained with the District in accordance with applicable law.

Upon closure of the Charter School, all assets of the Charter School, ADA apportionments, and other revenues generated by students attending the Charter School, shall remain with the District, and as applicable, shall be distributed in accordance with applicable law.

Operational Agreement

The Orcutt Union School District on Behalf of Orcutt Academy 2018-2023

1. CHARTER GRANTED TO ORCUTT ACADEMY

The Board of Trustees of the Orcutt Union School district (hereinafter “District”) initially granted a charter for the Orcutt Academy (also referred to herein, as “Charter School”) on October 2, 2007 pursuant to the Charter Schools Act of 1992, as amended. The charter renewal for Orcutt Academy has the term indicated in Section 3 below. This Charter, among other matters, calls for the District to provide an Operational Agreement regarding the funding entitlements of the School pursuant to Education Code Section 47612 and 47613.5, to define the operational and oversight arrangements between the School and the District, and to define and resolve other matters of interest. The Charter School is a dependent charter and shall be locally funded.

2. PURPOSE OF THIS AGREEMENT

This Operational Agreement (“Agreement”) outlines the specific funding sources anticipated to be available to the Charter School, the specific terms under which the District will claim funding entitlements on behalf of the Charter School, and how the District will make such funding available to the Charter School. It also outlines and defines the operational relationship between the School and the District and resolves other matters of mutual interest. It is further understood that the operation of the Charter School shall be at no expense to the other school sites operated by the District.

3. TERM

This Agreement will be operative from July 1, 2018, to June 30, 2023. Renewal for succeeding years is subject to approval by the Board of Trustees of the Orcutt Union School District.

4. AVERAGE DAILY ATTENDANCE

“Average Daily Attendance” shall mean the attendance of charter schools pupils while engaged in educational activities required of them by the charter school, as defined in Education Code Section 47612, and in Section 11960, of Title 5, Chapter 11, Subchapter 19, Article 1, of the California Administrative Code of Regulations and other applicable laws.

The Charter School will work with the District to develop an attendance-reporting calendar and maintain a system to record and account for average daily attendance (ADA). These records shall be auditable and contain sufficient information so that they may be included without audit exception in the school’s annual audit. The School will report ADA figures to the District, as appropriate, on a timely basis. The District will report ADA data to the Santa Barbara County

Office of Education and/or California Department of Education as necessary to enable the Charter School to receive the Local Control Funding Formula (LCFF) Base funding specified in this Agreement. The District Chief Business Official will notify the Charter School whenever actual ADA falls more than 10% below estimated ADA.

5. CALIFORNIA BASIC EDUCATION DATA SYSTEM (ENROLLMENT)

The Charter School shall complete and submit enrollment and other necessary demographic information, as necessary through the District or County Office of Education, to the California Longitudinal Pupil Achievement Data System (CALPADS).

6. OTHER DATA

The Charter School shall also obtain and work cooperatively to supply the District in a timely and accurate fashion any other information necessary to enable the District to calculate the Charter School's entitlement to all available funding sources.

7. FUNDS TO FLOW THROUGH THE DISTRICT

The Charter School has opted to receive funding from the State through the District, pursuant to the Education Code Section 47651. The District shall cooperate in any necessary processes to ensure the appropriate and timely reporting of data and transfer of funds to the charter school. The District will ensure timely transfer of all Charter School funds received from the state. The District will also ensure timely transfer of property tax funds due to the Charter School as required by Education Code Section 47635 and its successors. ADA for the purpose of Section 47635 shall be based on the number of students enrolled in the Charter School multiplied by the school's prior year average daily attendance as percentage of enrollment as reported to the California Basic Education System. If prior year figures do not exist, the District's prior year percentage figures shall be used as a proxy.

8. "SUPERVISORIAL OVERSIGHT" DEFINED

Charter Oversight Renewal and Development

Charter oversight will be a mutual and ongoing task shared by the staff of the Orcutt Union School district with the staff of Orcutt Academy. Annually, staff from the Orcutt Union School District will conduct a fiscal and program performance audit to determine if the charter petition elements and related programs are being followed with fidelity. Staff from the Orcutt Union School District will reserve the right to conduct additional reviews of the overall operation and performance of the Orcutt Academy at any time.

The School and District agree that "supervisory oversight," as used in Education Code Section 47613 shall include the following:

1. All activities related to the charter renewal processes, as described in Section 47607.

2. Activities relating to monitoring the performance and compliance of the charter school with respect to the terms of its Charter, related agreements, and all applicable laws.
3. Review of and response to the annual school performance report and related processes as outlined in Section 14 of the charter.

For this oversight and for providing “substantially free” school facilities the School shall annually pay the district 3% of its annual LCFF revenues by June 30th of each year.

9. DISTRICT “ADMINISTRATIVE AND OTHER SERVICES”

In addition to the supervisory oversight, the District has agreed to provide, and the Charter School shall pay for, the following services from the District:

1. Accounting – Including establishing a chart of accounts, account code structure, and financial ledgers; maintenance and posting of all financial transactions to the school’s ledgers, preparation of needed financial reports including balance sheets, monthly reconciliation to county bank statements and annual reports and statements.
2. Payroll – Including preparation of pay warrants; distributions of payroll checks and direct deposits if available; calculation and forwarding of all tax, benefit, retirement, and other withholdings; and preparation of and forwarding of tax withholdings and related documentation to state and federal authorities.
3. Accounts Receivable and Payable – Including but not limited to processing of purchase requisitions and check request in a timely fashion, and posting relevant information to appropriate ledgers. Escape training for office staff.
4. Budget Development and Fiscal Planning – Consulting assistance of district staff will assist the School in accurately identifying its revenues, comparing estimated revenues with actual revenues, assistance in projecting and monitoring expenditures, and assistance with preparing and revising long-term financial projections.
5. Student Data Information Management – Including establishment and technical assistance in the maintenance of a student information management system that tracks the following at a minimum: ADA, enrollment, standardized and alternative assessment data, emergency contacts, race-ethnicity, age, address, parent-guardian, immunization, discipline-suspension-expulsion, special education status information.
6. Insurance – The District agrees to provide all necessary insurance and risk management services, including but not limited to, the following: premises; board/director/staff liability; property; health; unemployment; workers compensation; and others.
7. Student Assessment and Testing – The District will administer all state testing and local testing, including management of administration dates, test and data processing/analysis, payment of vendors, and related matters.
8. Personnel Services – Will include fingerprint clearance, insurance, pre-employment forms and other services routinely associated with the personnel function in a school and district; evaluations of applicable staff.
9. Health Services – Clerk/ Nursing services
10. Food Services – The District agrees to provide food (cafeteria) services for students and staff. This includes planning, organizing and directing overall food service operations including marketing, preparation of nutrient-based menus, purchasing and accounting

functions. The District will prepare and file the necessary State and Federal reports. The School will provide clerical services for processing lunch applications and verifications.

11. Facilities Beyond Legal Requirements – Facilities needs and costs will be further addressed as needs present themselves.
12. Staffing Both Certificated and Classified - All personnel costs associated with the charter school will be charged to the charter school.

The actual cost of these services is estimated to be 9% of the school’s annual revenues plus all direct employee costs. Note: The Board shall retain discretion to change or wave all or part of this component. This shall be paid at regular intervals annually and no later than June 30th of each year. Annual school revenues are defined as the annual amount recorded in the 8000 object codes as prescribed by the California State Accounting Manual. Annual school revenues for this calculation shall be reduced by the amount of special education funds passed through from the SELPA and subsequently transferred to the District. Should the District staff not have sufficient time to perform these services, this section shall be re-opened.

Legal service costs will be provided by District, using the district’s legal counsel on a cost recovery basis.

10. BUDGET AND FINANCE

The District shall prepare and submit the following financial information:

- A proposed budget for the upcoming fiscal year showing estimated revenues and expenditures based on identified and reasonable assumptions no later than June 30th. This report shall also include a multi-year projection to include at least the two subsequent years.
- See Appendix F for the three-year projected budget required for this charter renewal.

11. CASH FLOW

The District may advance, if needed, operating funds to the School. Such advances will be repaid by the School upon receipt of such apportionment from the state. The District shall charge Orcutt Academy at a rate commensurate to the District costs.

12. SPECIAL EDUCATION

The District will provide Special Education Services for the Charter School. The charter school is and will be considered a school within the district. All Special Education Revenue generated by the service needs and charter school ADA will be retained by the District. District-wide encroachment will be allocated to the charter school on a per ADA basis.

13. EVALUATION OF EDUCATIONAL PROGRAM

The Charter School shall furnish to the District regular reports on its educational program. A needs assessment for the Charter School will be done in association with development of the Local Control and Accountability Plan.

14. COMPLAINT PROCEDURES

The Charter School will follow the Orcutt Union School District's Board Policies and Administrative Regulations governing complaints – Board Policy 1312.1 and 1312.3 for all complaints against the Charter School or personnel (see Appendix D).

15. CONFORMANCE TO CHARTER

The School Advisory Council shall be responsible for providing advisory input to the Charter School in conformance with the provisions of its charter and this operating agreement.

16. FACILITIES

The district continues to reserve the right to determine facilities for Orcutt Academy. (Operational Agreement Annual Update 4/8/09)

17. ADVANCED PLACEMENT AND CONCURRENT ENROLLMENT

The initial charter identified the International Baccalaureate (IB) Program as a component of the school's overall program. Due to changes in the IB Program that impacted the cost of the application process and the length of the application period, the school has moved from the IB to the Advanced Placement (AP) Program and concurrent enrollment at Allan Hancock Community College as its means of gaining college credit for its students.

Additionally, the international component of the IB program is being substituted with other programs that promote intercultural awareness and international understanding. (Operational Agreement Annual Update 4/8/09)

18. ATHLETIC BOOSTERS

The Orcutt Academy High School Athletic Boosters organization was formed to support athletics at OAHS. The bylaws and organizational documents are now part of a California recognized 501 (C) 3 non-profit foundation specifically dedicated toward raising funds for OAHS Athletics. In addition, a voluntary \$100 (Board Action 1/12/11) per student athletic fee went into place beginning with the 2009-2010 school year. (Operational Agreement Annual Update 4/8/09)

19. ORCUTT CHILDREN'S ARTS FOUNDATION (OCAF)

Orcutt Academy will cooperate and partner with the Orcutt Children's Arts Foundation to advance the visual and performing arts at Orcutt Academy. (Operational Agreement Annual Update 4/8/09)

20. SECURING ORCUTT ACADEMY'S ACADEMIC RESOURCES (SOAAR)

This California recognized 501 (C) 3 non-profit foundation is specifically dedicated toward raising funds for the Orcutt Academy's academic programs.

21. PARENT TEACHER STUDENT ASSOCIATION (PTSA)

Both the K-8 and high school campuses have a PTSA unit which involves parents, staff, and students in activities that enrich every child's educational experience and support families.

Appendices

Appendix A: DISTRICT AND SCHOOL ADOPTED INSTRUCTIONAL MATERIALS

2017-2018

Subject	Grade	Publisher/Title	Copyright Date
Math	TK-5	Houghton Mifflin Math Expressions	2014
Math	6	College Preparatory Mathematics (CPM) <i>Core Connections, Course 1</i>	2013
Math	7	College Preparatory Mathematics (CPM) <i>Core Connections, Course 2</i>	2013
Math	8	College Preparatory Mathematics (CPM) <i>Core Connections, Course 3</i>	2013
English/ Lang. Arts	TK-5	McGraw-Hill Wonders, Comprehensive System	2014
English/ Lang. Arts	6-8	Houghton Mifflin <i>Collections for California</i>	2014
Science	K-2	MacMillan-McGraw Hill, <i>California Science (multiple titles)</i>	2007
Science	3-5	MacMillan-McGraw Hill, <i>California Science (multiple titles)</i>	2008
Science	6-8	MacMillan-McGraw Hill, <i>California Science (multiple titles)</i>	2007
Social Science	K-1	Scott-Foresman, <i>History-Social Science for California (multi-titles)</i>	2006
Social Science	3-5	Harcourt, <i>California Reflections (multi-titles)</i>	2007
Social Science	6-8	Glencoe/McGraw-Hill, <i>CA Discovering Our Past (multi titles)</i>	2006
Math	9-12	College Preparatory Mathematics (CPM) <i>Core Connections: Algebra 1</i>	2013
Math	9-12	College Preparatory Mathematics (CPM) <i>Core Connections: Algebra 2</i>	2013
Math	9-12	College Preparatory Mathematics (CPM) <i>Core Connections: Geometry</i>	2013
Math	9-12	W.H. Freeman <i>Modeling with Mathematics: A Bridge to Algebra 2</i>	2012
Math	9-12	Houghton Mifflin, <i>Precalculus with Limits</i>	2007
Math AP	9-12	Prentice Hall, <i>Calculus AP 3rd Edition</i>	2007
Math AP	9-12	Bedford/St. Martin, <i>The Practice of Statistics 4e</i>	2012

English	9	Holt/Literature & Language Arts 3 rd Course	2003
English	10	Holt/Literature & Language Arts 4th Course	2009
English	11	Holt/Literature & Language Arts 5th Course	2009
English AP	11	Bedford-St. Martin/50 Essays	2004
English AP	11	Bedford-St. Martin/The Language of Composition	2008
English AP	11	Bedford-St. Martin/Everything's and Argument	2010
English	12	Holt/Elements of Literature 6th Course	2009
English AP	12	Bedford/Literature and Composition	2011
Science	9-12	Prentice Hall/Earth Science	2009
Science	9-12	Glencoe/Biology	2007
Science	9-12	Pearson/Conceptual Physics	2009
Science	9-12	Holt/Chemistry California	2007
Science	9-12	Holt/Physics	2009
Science AP	9-12	Wiley Plus/Advanced Edition Physics, 8e	2009
Science AP	9-12	Pearson <i>Physics for Scientists and Engineers: A Strategic Approach with Modern Physics</i>	2013
Science AP	9-12	McGraw Hill/Biology 10 th Edition	2010
Social Studies	10	McDougal Littell, Modern World History	2006
Social Studies AP	10	Bedford-St. Martin/Ways of the World w/ Global History	2011
Social Studies	11	McDougal Littell <i>The Americans: Reconstruction to the 21st Century, California Edition</i>	2005
Social Studies AP	11	Wadsworth, Cengage/American Pageant AP 14 th Edition	2010
Social Studies	12	Prentice Hall/Economics: Principles in Action	2010
Social Studies	12	Prentice Hall/MacGruder's American Government	2010
Social Studies AP	12	Pearson/Government in America: People, Politics and Policy 15 th Edition	2011
Health	9-12	Prentice Hall/Health	2007
LOTE	9-12	McDougal Littell/Uno Avancemos	2007

LOTE	9-12	McDougal Littell/Dos Avancemos	2007
LOTE	9-12	McDougal Littell/Tres Avancemos	2007
LOTE	9-12	McDougal Littell/Cuatro Avancemos	2010
LOTE	9-12	Pearson/Chinese Link NASTA Edition, Level 1 Simplified, Part 1, 2/E	2011
Electives	9-12	McGraw-Hill/Art in Focus	2006
Electives	9-12	McGraw-Hill/Essentials of Human Anatomy	2012
Electives	9-12	Holt-McDougal/Study of Relationships	2010
Electives	9-12	Worth Publishers/Exploring Psychology, 8e	2011
Electives	9-12	Corwin/The 11 Commandments of Good Teaching	2009

Appendix B: Handbooks

Handbooks and Guides are found on the Orcutt Academy website at <http://www.oahs.net/>.

- **Graduation Requirements (in Course Guide)**
- **Student Handbook**
- **Faculty Handbook**

Appendix C: School Advisory Council Bylaws

The Board of Trustees of the Orcutt Union School District has a School Advisory Council that brings guidance and direction to the school's instructional planning. All planning, actions, and expenditures recommended by the charter school are subject to the pre-approval of the Board of Trustees of the Orcutt Union School District. The School Advisory Council governs themselves under the rules and regulations that govern School Site Councils as specified in Education Code Section 52000 – 52055.52.

Bylaws – Orcutt Academy

The following outline is provided as a sample to assist the school site council in developing its own bylaws. No claim of completeness is made, nor is the sample a recommendation by the California Department of Education.

Article I

Duties of the School Advisory Council

The School Advisory Council of Orcutt Academy School, hereinafter referred to as the SAC, shall carry out the following duties:

- Obtain recommendations for, and review of the proposed *Single Plan for Student Achievement*.
- Develop and approve the plan and related expenditures in accordance with all state and federal laws and regulations.
- Recommend the plan and expenditures to the governing board for approval.
- Provide ongoing review of the implementation of the plan with the principal, teachers and other school staff members.
- Make modifications to the plan whenever the need arises.
- Submit the modified plan for governing board approval whenever a material change (as defined in district governing board policy) is made in planned activities or related expenditures.
- Annually, (and at each semester, trimester, etc.), evaluate the progress made toward school goals to raise the academic achievement of all students.
- Carry out all other duties assigned to the SAC by the district governing board and by state law.
- Provide input for the development of the proposed *Safe Schools Plan* for each Orcutt Academy campus.
- Provide input for the development of the proposed *Local Control and Accountability Plan* for the Orcutt Academy.

Article II

Members

Section A: Composition

The SAC shall be composed of 13-15 members, selected by their peers, as follows:

School Advisory	Parents and/or Community Members	Principal	Teachers	Students	Other School Personnel
13	5	1	4	2	1
15	6	1	5	2	1
16	7	1	5	2	1

SAC members chosen to represent parents may be employees of the school district so long as they are not employed at this school.

Section B: Term of Office

SAC members shall be elected for two year terms. Half, or the nearest approximation thereof, of each representative group shall be elected during odd years, and the remaining number elected during even years. At the first regular meeting of the school site council, each member's current term of office shall be recorded in the minutes of the meeting.

Section C: Voting Rights

Each member is entitled to one vote and may cast that vote on any matter submitted to a vote of the school site council. Absentee ballots shall not be permitted.

Section D: Termination of Membership

The SAC may, by an affirmative vote of two-thirds of all its members, suspend or expel a member. Any elected member may terminate his or her membership by submitting a written letter of resignation to the school site council chairperson. In addition, membership shall be automatically terminated for any member who is absent from all regular meetings for a period of three consecutive meetings.

Section E: Transfer of Membership

Membership on the SAC may not be assigned or transferred.

Section F: Vacancy

Any vacancy on the SAC occurring during the term of a duly elected member shall be filled by appointment of the existing council until the term of the vacated seat comes due for election.

Article III

Officers

Section A: Officers

The officers of the SAC shall be a chairperson, vice-chairperson, secretary, and other officers the SAC council may deem desirable.

The chairperson shall:

- Preside at all meetings of the SAC.
- Sign all letters, reports and other communications of the SAC.
- Perform all duties incident to the office of the chairperson.
- Have other such duties as are prescribed by the SAC.

The vice-chairperson shall:

- Represent the chairperson in assigned duties.
- Substitute for the chairperson in his or her absence.

The secretary shall:

- Keep minutes of all regular and special meetings of the SAC.
- Transmit true and correct copies of the minutes of such meetings to members of the SAC and to the following other persons: District Superintendent.
- Provide all notices in accordance with these bylaws.
- Be custodian of the records of the SAC.
- Keep a register of the names, addresses and telephone numbers of each member of the SAC, the chairpersons of committees, and others with whom SAC has regular dealings, as furnished by those persons.
- Perform other such duties as are assigned by the chairperson or the SAC.

Section B: Election and Terms of Office

The officers shall be elected annually, at the November meeting of the SAC and shall serve for one year, or until each successor has been elected.

Section C: Removal of Officers

Officers may be removed from office by a two-thirds vote of all the members.

Section D: Vacancy

Officers shall be replaced by a special election of the SAC members.

Article IV

Committees

Section A: Subcommittees

The SAC may establish and abolish subcommittees of its own membership to perform duties as shall be prescribed by the SAC. At least one member representing teachers and one member representing parents shall make up the subcommittee. No subcommittee may exercise the authority of the school site council.

Section B: Membership

Unless otherwise determined by the SAC, the chairperson shall appoint members of standing or special committees. A vacancy on a committee shall be filled by appointment made by the chairperson.

Section C: Terms of Office

The SAC shall determine the terms of office for members of a committee.

Section D: Rules

Each committee may adopt rules for its own government not inconsistent with these bylaws or rules adopted by the SAC, or policies of the district governing board.

Section E: Quorum

A majority of the members of the committee shall constitute a quorum, unless otherwise determined by the SAC. The act of a majority of the members present shall be the act of the committee, provided a quorum is in attendance.

Article V

Meetings of the School Advisory Council

Section A: Meetings

The SAC shall meet regularly as prescribed by the SAC. Special meetings of the SAC may be called by the chairperson or by a majority vote of the SAC. The SAC will meet no more than monthly and no less than five times during the regular school year.

Section B: Place of Meetings

The SAC shall hold its regular meetings at a facility provided by the school, unless such a facility accessible to the public, including handicapped persons, is unavailable. Alternate meeting places may be determined by the chairperson or by majority vote of the SAC.

Section C: Notice of Meetings

Written public notice shall be given of all meetings at least 72 hours in advance of the meeting. Changes in the established date, time or location shall be given special notice. All meetings shall be publicized in the following venues: The district office window, the IMC window, and the Orcutt Academy High School window.

All required notices shall be delivered to SAC and committee members no less than 72 hours, and no more than 5 days in advance of the meeting, personally or by mail (or by e-mail).

Section D: Quorum

The act of a majority of the members present shall be the act of the SAC, provided a quorum is in attendance, and no decision may otherwise be attributed to the SAC. A majority of the members of the SAC shall constitute a quorum.

Section E: Conduct of Meetings

Meetings of the SAC shall be conducted in accordance with the rules of order established by *Education Code* Section 3147(c), and with *Robert's Rules of Order* or an adaptation thereof approved by the SAC.

Section F: Meetings Open to the Public

All meetings of the SAC, and of committees established by the school site council, shall be open to the public. Notice of such meetings shall be provided in accordance with Section C of this article.

Article VI

Amendments

An amendment of these bylaws may be made at any regular meeting of the SAC by a vote of two-thirds of the members present. Written notice of the proposed amendment must be submitted to SAC members at least 3 days prior to the meeting at which the amendment is to be considered for adoption.

Appendix D: District Complaint Policies

BP 1312.1

Community Relations

COMPLAINTS CONCERNING DISTRICT EMPLOYEES

The Board of Trustees accepts responsibility for providing a means by which the public can hold employees accountable for their actions. The Board desires that complaints be resolved expeditiously without disrupting the educational process.

The Superintendent or designee shall develop regulations which permit the public to submit complaints against district employees in an appropriate way. These regulations shall protect the rights of involved parties. The Board may serve as an appeals body if the complaint is not resolved.

(cf. 1312.2 - Complaints Concerning Instructional Material)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 3515.2 - Disruptions)

The Board prohibits retaliation against complainants. The Superintendent or designee at his/her discretion may keep a complainant's identity confidential, except to the extent necessary to investigate the complaint. The district will not investigate anonymous complaints unless it so desires.

Legal Reference:

EDUCATION CODE

33308.1 Guidelines on procedure for filing child abuse complaints

35146 Closed sessions

44031 Personnel file contents and inspection

44811 Disruption of public school activities

44932-44949 Resignation, dismissal and leaves of absence (rights of employee; procedures to follow)

48987 Child abuse guidelines

GOVERNMENT CODE

54957 Closed session; complaints re employees

54957.6 Closed session; salaries or fringe benefits

PENAL CODE

273 Cruelty or unjustifiable punishment of child

11164-11174.3 Child Abuse and Neglect Reporting Act

WELFARE AND INSTITUTIONS CODE

300 Minors subject to jurisdiction of juvenile court

Management Resources:

CDE LEGAL ADVISORIES

0910.93 Guidelines for parents to report suspected child abuse by school district employees or other persons against a pupil at school site (LO:4-93)

Policy Adopted: 11/8/06 ORCUTT UNION SCHOOL DISTRICT

Orcutt, California

Community Relations

COMPLAINTS CONCERNING INSTRUCTIONAL MATERIALS

The Board of Trustees uses a comprehensive process to adopt district instructional materials that is based on selection criteria established by law and Board policy and includes opportunities for the involvement of parents/guardians and community members. Complaints concerning the content or use of instructional materials, including textbooks, supplementary instructional materials, library materials, or other instructional materials and equipment, shall be properly and fairly considered using established complaint procedures.

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

(cf. 6161.11 - Supplementary Instructional Materials)

(cf. 6163.1 - Library Media Centers)

Parents/guardians are encouraged to discuss any concerns regarding instructional materials with their child's teacher and/or the school principal. If the situation remains unresolved, a complaint may be filed using the process specified in the administrative regulation.

The district shall accept complaints concerning instructional materials only from staff, district residents, or the parents/guardians of children enrolled in a district school.

When deliberating upon challenged materials, the Superintendent and/or review committee shall consider the educational philosophy of the district, the professional opinions of teachers of the subject and of other competent authorities, reviews of the materials by reputable bodies, the teacher's stated objectives in using the materials, community standards, and the objections of the complainant.

Complainants are encouraged to accept the Superintendent's or review committee's decision. However, if the complainant finds that decision unsatisfactory, he/she may appeal the decision to the Board.

(cf. 9322 - Agenda/Meeting Materials)

The district's decision shall be based on educational suitability of the materials and the criteria established in Board policy and administrative regulation.

(cf. 6144 - Controversial Issues)

(cf. 9000 - Role of the Board)

(cf. 9005 - Governance Standards)

Complaints related to sufficiency of textbooks or instructional materials shall be resolved pursuant to the district's Williams uniform complaint procedure at AR 1312.4.

Community Relations

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

Legal Reference:

EDUCATION CODE

18111 Exclusion of books by governing board

35010 Control of district; prescription and enforcement of rules

35186 Williams Uniform Complaint Procedures

44805 Enforcement of course of studies; use of textbooks, rules and regulations

51501 Subject matter reflecting on race, color, etc.

60000-60005 Instructional materials, legislative intent

60040-60048 Instructional requirements and materials

60119 Public hearing on sufficiency of materials

60200-60206 Elementary school materials

60226 Requirements for publishers and manufacturers

60400-60411 High school textbooks

60510-60511 Donation of sale of obsolete instructional materials

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PROGRAM ADVISORIES

1002.90 Selection of Instructional Materials, CIL: 90/91-02

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Standards for Evaluation of Instructional Materials with Respect to Social Content, 1986 edition, revised 2001

WEB SITES

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

California Department of Education, Curriculum and Instruction: <http://www.cde.ca.gov/ci>

Policy Adopted: 11/8/06 ORCUTT UNION SCHOOL DISTRICT Orcutt, California

UNIFORM COMPLAINT PROCEDURES

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

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

1. Any complaint alleging district violation of applicable state or federal law or regulations governing adult education programs, after school education and safety programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, and special education programs, consolidated categorical aid programs, agricultural vocational education, American Indian Education Centers and early childhood education program assessments, career technical education (federal), English learner programs, Every Student Succeeds Act/No Child Left Behind (Titles I-VIII), regional occupational centers and programs, school safety plans, and any other district-implemented program which is listed in Education Code 64000(a) (5 CCR 4610)

(cf. 3553 - Free and Reduced Price Meals)

(cf. 3550 - Nutrition Program Compliance)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

(cf. 5148 - Child Care and Development)

(cf. 5148.2 – Before/After School Programs)

(cf. 6159 - Individualized Education Program) (cf. 6171 - Title I Programs)

(cf. 6174 - Education for English Language Learners)

(cf. 6178 - Career Technical Education)

(cf. 6178.2 - Regional Occupational Center/Program)

2. Any complaint alleging the occurrence of unlawful discrimination, (such as discriminatory harassment, intimidation, or bullying) against any student, employee, or other person participating in district programs and activities, including, but not limited to those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on his/her actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on his/her association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610)

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

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

UNIFORM COMPLAINT PROCEDURES

3. Any complaint alleging district noncompliance with the requirement to provide reasonable accommodation to a lactating student on school campus to express breast milk, breastfeed an infant child, or address other breastfeeding-related needs of the student (Education Code 222) (cf. 5146 – Married/Pregnant/Parenting Students)
4. Any complaint alleging district noncompliance with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities (5 CCR 4610) (cf. 3260 - Fees and Charges) (cf. 3320 – Claims and Actions Against the District)
5. Any complaint alleging district noncompliance with legal requirements related to the implementation of the local control and accountability plan (Education Code 52075) (cf. 0460 - Local Control and Accountability Plan)
6. Any complaint, by or on behalf of any student who is a foster youth, alleging district noncompliance with any legal requirement applicable to the student regarding placement decisions, the responsibilities of the district's educational liaison to the student, the award of credit for coursework satisfactorily completed in another school or district, school transfer, or the grant of an exemption from Board-imposed graduation requirements (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2) (cf. 6173.1 - Education for Foster Youth)
7. Any complaint, by or on behalf of a homeless student as defined in 42 USC 11434a, alleging district noncompliance with any requirement applicable to the student regarding the award of credit for coursework satisfactorily completed in another school or district or the grant of an exemption from Board-imposed graduation requirements (Education Code 51225.1, 51225.2) (cf. 6173 - Education for Homeless Children)
8. Any complaint, by or on behalf of a former juvenile court school student who transfers into the district after his/her second year of high school, alleging district noncompliance with any requirements applicable to the student regarding the award of credit for coursework satisfactorily completed in the juvenile court school or the grant of an exemption from Board-imposed graduation requirements (Education Code 51225.1, 51225.2) (cf. 6173.3 - Education for Juvenile Court School Students)
9. Any complaint alleging district noncompliance with the requirements of Education Code 51228.1 and 51228.2 that prohibit the assignment of a student to a course without educational content for more than one week in any semester or to a course the student has previously satisfactorily completed, without meeting specified conditions (Education Code 51228.3) (cf. 6152 - Class Assignment)

Community Relations

BP 1312.3 (c)

UNIFORM COMPLAINT PROCEDURES

10. Any complaint alleging district noncompliance with the physical education instructional minutes requirement for students in elementary school (Education Code 51210, 51223) (cf. 6142.7 - Physical Education and Activity)

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

12. Any other complaint as specified in a district policy

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

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

(cf. 9011 – Disclosure of Confidential/Privileged Information)

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

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

(cf. 4131 - Staff Development)

(cf. 4331 - Staff Development)

The Superintendent or designee shall maintain records of all UCP complaints and the investigations of those complaints in accordance with applicable state law and district policy.

(cf. 3580 - District Records)

Non-UCP Complaints

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

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

Community Relations

BP 1312.3 (d)

UNIFORM COMPLAINT PROCEDURES

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

3. Any complaint alleging employment discrimination shall be sent to the California Department of Fair Employment and Housing and the compliance officer shall notify the complainant by first class mail of the transfer.
4. Any complaint alleging fraud shall be referred to the California Department of Education.

In addition, the district's Williams Uniform Complaint Procedures, AR 1312.4, shall be used to investigate and resolve any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments. (Education Code 35186)
(cf. 1312.4 - Williams Uniform Complaint Procedures)

Legal Reference:

EDUCATION CODE

- 200-262.4 Prohibition of discrimination
- 222 Reasonable accommodations; lactating students
- 8200-8498 Child care and development programs 8500-8538 Adult basic education
- 18100-18203 School libraries
- 32289 School safety plan, uniform complaint procedure
- 35186 Williams uniform complaint procedure
- 48853-48853.5 Foster youth
- 48985 Notices in language other than English
- 49010-49013 Student fees
- 49060-49079 Student records
- 49069.4 Rights of parents
- 49490-49590 Child nutrition programs
- 51210 Courses of study grades 1-6
- 51223 Physical education, elementary schools
- 51225.1 Foster youth and homeless children; course credits; and former juvenile court school students; course credits; graduation requirements
- 51228.1-51228.3 Course periods without educational content
- 52060-52077 Local control and accountability plan, especially
- 52060-52077 Compliant for lack of compliance with local control and accountability plan requirements
- 52160-52178 Bilingual education programs
- 52300-52490 Career-technical education
- 52500-52616.24 Adult schools
- 54400-54425 Compensatory education programs
- 54440-54445 Migrant education
- 54460-54529 Compensatory education programs 56000-56867 Special education programs
- 59000-59300 Special schools and centers
- 64000-64001 Consolidated application process GOVERNMENT CODE
- 11135 Nondiscrimination in programs or activities funded by state
- 12900-12996 Fair Employment and Housing Act

PENAL CODE

- 422.55 Hate crime; definition
- 422.6 Interference with constitutional right or privilege

Community Relations

BP 1312.3 (e)

UNIFORM COMPLAINT PROCEDURES

CODE OF REGULATIONS, TITLE 2

- 11023 Harassment and discrimination prevention and correction

CODE OF REGULATIONS, TITLE 5

- 3080 Application of section
- 4600-4687 Uniform complaint procedures
- 4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

- 1221 Application of laws

1232g Family Educational Rights and Privacy Act
1681-1688 Title IX of the Education Amendments of 1972
6301-6577 Title I basic programs
6801-6871 Title III language instruction for limited English proficient and immigrant students
7101-7184 Safe and Drug-Free Schools and Communities Act
7201-7283g Title V promoting informed parental choice and innovative programs
7301-7372 Title V rural and low-income school programs
12101-12213 Title II equal opportunity for individuals with disabilities
UNITED STATES CODE, TITLE 29
794 Section 504 of Rehabilitation Act of 1973 UNITED STATES CODE, TITLE 42
2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended
2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964
6101-6107 Age Discrimination Act of 1975
CODE OF FEDERAL REGULATIONS, TITLE 28
35.107 Nondiscrimination on basis of disability; complaints
CODE OF FEDERAL REGULATIONS, TITLE 34
99.1-99.67 Family Educational Rights and Privacy Act
100.3 Prohibition of discrimination on basis of race, color or national origin
104.7 Designation of responsible employee for Section 504
CODE OF REGULATIONS, TITLE 34
106.8 Designation of responsible employee for Title IX
106.9 Notification of nondiscrimination on basis of sex

110.25 Notification of nondiscrimination on the basis of age

Management Resources:

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

Dear Colleague Letter: Title IX Coordinators, April 2015

Questions and Answers on Title IX and Sexual Violence, April 2014

Dear Colleague Letter: Bullying of Students with Disabilities, August 2013

Dear Colleague Letter: Sexual Violence, April 2011

Dear Colleague Letter: Harassment and Bullying, October 2010

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

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 2002

WEB SITES

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

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

Family Policy Compliance Office: <http://familypolicy.ed.gov>

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

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

Policy Adopted: 03/14/2018

ORCUTT UNION SCHOOL DISTRICT
Orcutt, California

Appendix E: Pupil Suspension/Expulsion Policy and Procedures

Students

BP 5144.1 (a)

SUSPENSION AND EXPULSION/DUE PROCESS

The Board of Trustees desires to provide district students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. The Board shall develop rules and regulations setting the standards of behavior expected of district students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.

(cf. 5131 - Conduct)

(cf. 5131.1 - Bus Conduct)

(cf. 5131.2 - Bullying)

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be only those specified in law and the accompanying administrative regulation.

Except when otherwise permitted by law, a student may be suspended or expelled only when his/her behavior is related to a school activity or school attendance occurring within any district school or other school district, regardless of when it occurs, including, but not limited to, the following: (Education Code 48900(s))

1. While on school grounds
2. While going to or coming from school
3. During the lunch period, whether on or off the school campus
(cf. 5112.5 - Open/Closed Campus)
4. During, going to, or coming from a school-sponsored activity

District staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, equally, and in accordance with the district's nondiscrimination policies.

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

Appropriate Use of Suspension and Expulsion

Except when a student commits an act that violates Education Code 48900(a)-(e), as listed in items #1-5 under "Grounds for Suspension and Expulsion: Grades K-12" of the accompanying administrative regulation, or his/her presence causes a danger to others, suspension shall be used only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5, 48900.6)

SUSPENSION AND EXPULSION/DUE PROCESS

- (cf. 1020 - Youth Services)
- (cf. 5144 - Discipline)
- (cf. 6164.2 - Guidance/Counseling Services)
- (cf. 6164.5 - Student Success Teams)

No student in grades K-3 may be suspended for disruption or willful defiance, except by a teacher pursuant to Education Code 48910. (Education Code 48900)

Authority to Expel

A student may be expelled only by the Board. (Education Code 48918(j))

As required by law, the Superintendent or principal shall recommend expulsion and the Board shall expel any student found to have committed any of the following "mandatory recommendation and mandatory expulsion" acts at school or at a school activity off school grounds: (Education Code 48915)

1. Possessing a firearm which is not an imitation firearm, as verified by a certificated employee, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence
(cf. 5131.7 - Weapons and Dangerous Instruments)
2. Selling or otherwise furnishing a firearm
3. Brandishing a knife at another person
4. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
5. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committing a sexual battery as defined in Penal Code 243.4
6. Possessing an explosive as defined in 18 USC 921

For all other violations listed in the accompanying administrative regulation under "Grounds for Suspension and Expulsion: Grades K-12" and "Additional Grounds for Suspension and Expulsion: Grades 4-12," the Superintendent or principal shall have the discretion to recommend expulsion of a student. If expulsion is recommended, the Board shall order the student expelled only if it makes a finding of either or both of the following: (Education Code 48915(b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct

SUSPENSION AND EXPULSION/DUE PROCESS

2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

A vote to expel a student shall be reported out in a public session.

The Board may vote to suspend the enforcement of the expulsion order pursuant to the requirements of law and the accompanying administrative regulation. (Education Code 48917)

No student shall be expelled solely for disruption or willful defiance. (Education Code 48900)

Student Due Process

The Board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices, hearings, and appeals as specified in law and administrative regulation. (Education Code 48911, 48915, 48915.5, 48918)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

Maintenance and Monitoring of Outcome Data

The Superintendent or designee shall annually present to the Board a report of the outcome data which the district is required to collect pursuant to Education Code 48900.8 and 48916.1, including the number of students recommended for expulsion, the grounds for each recommended expulsion, the actions taken by the Board, the types of referral made after each expulsion, and the disposition of the students after the expulsion period.

In presenting the report to the Board, the Superintendent or designee shall be disaggregated data on suspensions and expulsions by school and by numerically significant student subgroups, including, but not limited to, ethnic subgroups, socioeconomically disadvantaged students, English learners, foster youth, and students with disabilities, and homeless students. Based on the data, the Board shall address any identified disparities in the imposition of student discipline, and shall determine whether and how the district is meeting its goals for improving school climate as specified in its local control and accountability plan.

(cf. 0460 - Local Control and Accountability Plan)

Legal Reference:

EDUCATION CODE

212.5 Sexual harassment

233 Hate violence

1981 Enrollment of students in community school

17292.5 Program for expelled students

Students

BP 5144.1 (d)

SUSPENSION AND EXPULSION/DUE PROCESS

32261 Interagency School Safety Demonstration Act of 1985

35145 Open board meetings

35146 Closed sessions (re suspensions)

35291 Rules (for government and discipline of schools)

35291.5 Rules and procedures on school discipline

48645.5 Readmission; contact with juvenile justice system

48660-48667 Community day schools

48853.5 Foster youth

48900-48927 Suspension and expulsion

48950 Speech and other communication

48980 Parental notifications

49073-49079 Privacy of student records

52052 Numerically significant student subgroups

52060-52077 Local control and accountability plan

CIVIL CODE

47 Privileged communication

48.8 Defamation liability

CODE OF CIVIL PROCEDURE

1985-1997 Subpoenas; means of production

GOVERNMENT CODE

11455.20 Contempt

54950-54963 Ralph M. Brown Act

HEALTH AND SAFETY CODE

11014.5 Drug paraphernalia

11053-11058 Standards and schedules

LABOR CODE

230.7 Discharge or discrimination against employee for taking time off to appear in school on behalf of a child

PENAL CODE

31 Principal of a crime, defined

240 Assault defined

241.2 Assault fines

242 Battery defined

243.2 Battery on school property

243.4 Sexual battery

245 Assault with deadly weapon

245.6 Hazing

261 Rape defined

266c Unlawful sexual intercourse

286 Sodomy defined

288 Lewd or lascivious acts with child under age 14

288a Oral copulation

289 Penetration of genital or anal openings

417.27 Laser pointers

422.55 Hate crime defined

422.6 Interference with exercise of civil rights

422.7 Aggravating factors for punishment

422.75 Enhanced penalties for hate crimes

626.2 Entry upon campus after written notice of suspension or dismissal without permission

626.9 Gun-Free School Zone Act of 1995

626.10 Dirks, daggers, knives, razors or stun guns

868.5 Supporting person; attendance during testimony of witness

Students

BP 5144.1 (e)

SUSPENSION AND EXPULSION/DUE PROCESS

WELFARE AND INSTITUTIONS CODE

729.6 Counseling

UNITED STATES CODE, TITLE 18

921 Definitions, firearm

UNITED STATES CODE, TITLE 20

1415(K) Placement in alternative educational setting

7151 Gun free schools

COURT DECISIONS

T.H. v. San Diego Unified School District (2004) 122 Cal. App. 4th 1267

Woodbury v. Dempsey (2003) 108 Cal. App. 4th 421

Board of Education of Sacramento City Unified School District v. Sacramento County Board of Education and Kenneth H., (2001) 85 Cal.App.4th 1321

Garcia v. Los Angeles Board of Education (1991) 123 Cal.App.3d 807

Fremont Union High School District v. Santa Clara County Board (1991) 235 Cal. App. 3d 1182

John A. v. San Bernardino School District (1982) 33 Cal. 3d 301

ATTORNEY GENERAL OPINIONS

84 Ops.Cal.Atty.Gen 146 (2001)

80 Ops.Cal.Atty.Gen 348 (1997)

80 Ops.Cal.Atty.Gen. 91 (1997)

80 Ops.Cal.Atty.Gen. 85 (1997)

Management Resources:

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014

WEB SITES

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

California Attorney General's Office: <http://www.oag.state.ca.us>

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

U.S. Department of Education, Office for Civil Rights: <http://ed.gov/about/offices/list/ocr/docs/crdc-2012-data-summary.pdf>

U.S. Department of Education, Office of Safe and Drug-Free Schools: <http://www.ed.gov/about/offices/list/osdfs>

Policy Adopted: 02/14/2018

ORCUTT UNION SCHOOL DISTRICT
Orcutt, California

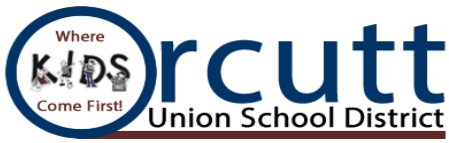
Appendix F: Projected 2018-2022 Charter School Budget

A three-year financial plan is included in this Appendix. This plan is based on the best data available to the budget developers at the time this renewal petition was developed. The plan is based on many key assumptions, including the following:

- The high school will serve 600-635 students annually, with approximately 150-170 students in each grade.
- The TK-8 campus will enroll 136 students annually.
- The Independent Study program will achieve 50+ ADA annually, but will not serve more than 130 students.
- The students in our classroom-based program will be absent from school an average of 6% of the school days for ADA purposes.
- The three year, balanced projected budget appears as follows.

**Charter Schools Special Revenue Fund
 Unrestricted and Restricted Resources
 Revenues, Expenditures, and Changes in the Fund Balance**

Name	Object Code	Base Year 2017 - 18	Year 1 2018 - 19	Year 2 2019 - 20	Year 3 2020 - 21	Year 4 2021 - 22
Revenues						
LCFF/State Aid	8010 - 8099	6,615,798.00	7,288,948.00	7,454,543.00	7,658,543.00	7,902,129.00
Federal Revenues	8100 - 8299	3,145.00	3,145.00	3,145.00	3,145.00	3,145.00
Other State Revenues	8300 - 8599	738,229.51	678,350.51	448,250.51	448,250.51	448,250.51
Other Local Revenues	8600 - 8799	255,251.00	179,502.60	179,753.68	180,008.17	180,008.17
Revenues		7,612,423.51	8,149,946.11	8,085,692.19	8,289,946.68	8,533,532.68
Expenditures						
Certificated Salaries	1000 - 1999	3,093,106.74	3,159,100.39	3,245,999.74	3,326,300.54	3,406,601.34
Classified Salaries	2000 - 2999	518,714.61	527,373.00	533,066.61	538,556.97	544,047.33
Employee Benefits	3000 - 3999	1,507,767.37	1,586,506.66	1,673,283.11	1,735,218.49	1,786,294.07
Books and Supplies	4000 - 4999	572,384.08	461,479.16	491,802.17	394,341.70	394,341.70
Services and Other Operating	5000 - 5999	2,513,455.69	2,258,610.33	2,357,950.01	2,462,586.54	2,552,083.32
Capital Outlay	6000 - 6900	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00
Other Outgo	7000 - 7299	0.00	0.00	0.00	0.00	0.00
Direct Support/Indirect Cost	7300 - 7399	0.00	0.00	0.00	0.00	0.00
Debt Service	7400 - 7499	0.00	0.00	0.00	0.00	0.00
Expenditures		8,213,928.49	8,001,569.54	8,310,601.64	8,465,504.24	8,691,867.76
Excess (Deficiency) of Revenues Over Expenditures		-601,504.98	148,376.57	-224,909.45	-175,557.56	-158,335.08
Other Financing Sources/Uses						
Interfund Transfers In	8900 - 8929	0.00	0.00	0.00	0.00	0.00
Interfund Transfers Out	7600 - 7629	0.00	0.00	0.00	0.00	0.00
All Other Financing Sources	8930 - 8979	0.00	0.00	0.00	0.00	0.00
All Other Financing Uses	7630 - 7699	0.00	0.00	0.00	0.00	0.00
Contributions	8980 - 8999	0.00	0.00	0.00	0.00	0.00
Other Financing Sources/Uses		0.00	0.00	0.00	0.00	0.00
Net Increase (Decrease) in Fund Balance		-601,504.98	148,376.57	-224,909.45	-175,557.56	-158,335.08
Fund Balance						
Beginning Fund Balance	9791	1,408,411.87	806,906.89	955,283.46	730,374.01	554,816.45
Audit Adjustments	9793	0.00	0.00	0.00	0.00	0.00
Other Restatements	9795	0.00	0.00	0.00	0.00	0.00
Adjusted Beginning Fund Balance	9797	1,408,411.87	806,906.89	955,283.46	730,374.01	554,816.45
Ending Fund Balance	9799	806,906.89	955,283.46	730,374.01	554,816.45	396,481.37
Components of Ending Fund Balance						
Reserved Balances	9700	0.00	0.00	0.00	0.00	0.00
Fund Balance, Nonspendable						
Nonspendable Revolving Cash	9711	0.00	0.00	0.00	0.00	0.00
Nonspendable Stores	9712	0.00	0.00	0.00	0.00	0.00
Nonspendable Prepaid Items	9713	0.00	0.00	0.00	0.00	0.00
All Other Nonspendable Assets	9719	0.00	0.00	0.00	0.00	0.00
General Reserve	9730	0.00	0.00	0.00	0.00	0.00
Restricted Balance	9740	958.78	958.78	958.78	958.78	958.78
Committed						
Stabilization Arrangements	9750	0.00	0.00	0.00	0.00	0.00
Other Commitments	9760	0.00	0.00	0.00	0.00	0.00
Designated for the Unrealized Gains of Investments and Cash in County Treasury	9775	0.00	0.00	0.00	0.00	0.00
Other Assignments	9780	745,948.11	894,324.68	669,415.23	493,857.67	335,522.59
Economic Uncertainties Percentage		0.00	0.00	0.00	0.00	0.00
Reserve for Economic Uncertainties	9789	60,000.00	60,000.00	60,000.00	60,000.00	60,000.00
Undesignated/Unappropriated	9790	0.00	0.00	0.00	0.00	0.00



BOARD OF TRUSTEES

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

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

Where a Dedicated Staff Means
KIDS COME FIRST

TO: Board of Trustees

FROM: Deborah Blow, Ed.D.
Superintendent

BOARD MEETING DATE: June 7, 2018

BOARD AGENDA ITEM: Public Hearing regarding the Orcutt Academy Charter School Renewal Charter Petition

BACKGROUND: The existing Charter for the Orcutt Academy Charter School expires June 30, 2018, and a renewal of the Charter is requested for a five (5) year term from July 1, 2018, through June 30, 2023.

Charter renewals are governed by the standards and criteria in Education Code section 47605 and renewal petitions shall include a reasonably comprehensive description of any new requirements of charter schools enacted into law since the charter was originally granted or last renewed, and to be renewed a charter school must have also satisfied one of the academic performance criteria for renewal listed in Education Code section 47607.

As part of the renewal process, the Education Code requires that a public hearing be held so that the Board of Education may consider the level of support for the renewal petition by teachers and other employees of the District, and parents. It is anticipated that approval of the renewal petition will be agendized for action at the June 13, 2018, Board meeting.

RECOMMENDATION: Staff recommends that a public hearing be conducted regarding the Orcutt Academy Charter School's Renewal Charter Petition.



Orcutt Union School District

Human Resources

500 Dyer Street • Orcutt, California, 93455 • 805.938.8914

TO: Board of Trustees
Dr. Deborah Blow, Superintendent

FROM: Susan Salucci, Assistant Superintendent/Human Resources

BOARD MEETING DATE: June 7, 2018

BOARD AGENDA ITEM: Approval of Administrative Position: Interim Director of Educational Services.

BACKGROUND: The position of Interim Director of Education Services was appointed by the Superintendent

FINANCIAL CONSIDERATIONS: The Interim Director of Educational Services is placed at the appropriate step of the Interim Director of Education Services salary schedule.

RECOMMENDATION: It is recommended that the Board of Trustees approve the hiring of Janet Bertoldi as Interim Director of Educational Services.



Orcutt Union School District

Human Resources

500 Dyer Street • Orcutt, California, 93455 • 805.938.8914

TO: Board of Trustees
Dr. Deborah Blow, Superintendent

FROM: Susan Salucci, Assistant Superintendent/Human Resources

BOARD MEETING DATE: June 7, 2018

BOARD AGENDA ITEM: Approval of Administrative Position: Interim Executive Director of Special Education.

BACKGROUND: The position Interim Executive Director of Special Education was appointed by the Superintendent.

FINANCIAL CONSIDERATIONS: The Interim Executive Director of Special Education is placed at the appropriate step of the Executive Director of Special Education salary schedule.

RECOMMENDATION: It is recommended that the Board of Trustees approve the hiring of Ted Lyon as the Interim Executive Director of Special Education.



Orcutt Union School District

Human Resources

500 Dyer Street • Orcutt, California, 93455 • 805.938.8914

TO: Board of Trustees
Dr. Deborah Blow, Superintendent

FROM: Susan Salucci, Assistant Superintendent/Human Resources

BOARD MEETING DATE: June 7, 2018

BOARD AGENDA ITEM: Approval of Administrative Position: Interim Principal of Lakeveiw Jr. High School

BACKGROUND: The position of Interim Junior High Principal was appointed by the Superintendent.

FINANCIAL CONSIDERATIONS:
The Interim Junior High Principal is placed at the appropriate step of the junior high principal salary schedule.

RECOMMENDATION: It is recommended that the Board of Trustees approve the hiring of Jonathan Dollahite as the Interim Junior High Principal.



Orcutt Union School District

Human Resources

500 Dyer Street • Orcutt, California, 93455 • 805.938.8914

TO: Board of Trustees
Dr. Deborah Blow, Superintendent

FROM: Susan Salucci, Assistant Superintendent/Human Resources

BOARD MEETING DATE: June 7, 2018

BOARD AGENDA ITEM: Approval of Administrative Position: Interim Junior High Vice Principal

BACKGROUND: The position of Interim Junior High Vice Principal was flown, interviews held and completed, and final selection made.

FINANCIAL CONSIDERATIONS:
The Interim Junior High Vice Principal is placed at the appropriate step of the vice principal salary schedule.

RECOMMENDATION: It is recommended that the Board of Trustees approve Janinne Salinas as the Interim Junior High Vice Principal at Lakeview Jr. High School.



HUMAN RESOURCES MEMORANDUM

TO: Dr. Deborah Blow
District Superintendent

FROM: Susan Salucci
Assistant Superintendent of Human Resources

DATE: June 7, 2018

RE: Alliant International University Practicum Students, Student Teachers and Teacher Intern Agreement for the Teacher Credential Program, PPS: School Psychology and School Counseling Programs.

BACKGROUND: Alliant International University is requesting approval of the Practicum Students, Student Teachers and Teacher Intern Agreement for Teacher Credential Program, PPS: School Psychology and School Counseling Programs.

RECOMMENDATION: It is recommended that the Board of Trustees approve the Alliant International University Practicum Students, Student Teachers and Teacher Intern Agreement for Teacher Credential Program, PPS: School Psychology and School Counseling Programs with the Orcutt Union School District.

FUNDING: N/A



Alliant International University
California School
of Education

MEMORANDUM OF UNDERSTANDING
Between
ALLIANT INTERNATIONAL UNIVERSITY, INC. A CALIFORNIA BENEFIT
CORPORATION
And
ORCUTT UNION SCHOOL DISTRICT

Alliant International University, Inc., a California Benefit Corporation (the “University”), and Orcutt Union School District (the “District”) agree to the following conditions that apply to Practicum Students, Student Teachers, and Teacher Interns (collectively, “Interns”) who are or will be enrolled in the Teacher Credential Program, the MA/PPS: School Psychology Program or School Counseling Program through the California School of Education at Alliant International University and will be serving their Practicum or Internship in the District. Interns nominated by either the University or the District shall be mutually acceptable by both the University and the District, and shall be subject to a mutually acceptable placement within the District. This Memorandum of Understanding shall become effective August 1, 2018 for a period of five (5) calendar years. This Memorandum of Understanding may be terminated by either party with sixty (60) days’ written notice, unless both parties agree to an earlier termination date. Any termination of the Memorandum of Understanding by either party shall not affect the status of any Intern who has been placed with the District prior to the effective date of termination.

The University agrees and certifies that:

1. Each Candidate shall have passed the Basic Skills Requirement or California Educational Basic Skill Test (CEBST) and, for Student Teachers and Teacher Interns, required subject matter competency prior to assuming Student Teaching or Intern services or responsibilities.
2. Each Candidate shall possess a Bachelor’s Degree, documented by official transcripts with a minimum overall GPA of 2.5. Teacher Credential Interns shall have passed the subject matter requirement.
3. Each Teacher Intern shall have a minimum of 120 hours of verified pre-service experience with students in educational settings. Each School Psychology Intern shall have a minimum of 400 hours of verified Practicum experience, and each School Counseling Intern shall have a minimum of 100 hours of verified Practicum experience.
4. Each Teacher Intern shall have passed U.S. Constitution coursework or examination.
5. Each Candidate shall be provided adequate supervision, advice, encouragement and support, as appropriate, by University personnel, including but not limited to the University faculty and the University field supervisor as directed by the California Commission on Teacher Credentialing Standards.
6. University Supervisors will observe and evaluate Teacher Interns at least six (6) times during a semester and allocate time with each Intern after each visit to discuss the observation.

7. University Supervisors will meet with District Support Providers at the beginning of the Candidate's field placement in order to establish roles and duties in order to best support the Candidate.
8. For Teacher Education programs, District Support Providers will be required to provide one evaluation per Alliant academic term (8 weeks) using Alliant's evaluative matrix based on the Teacher Performance Expectations (TPE) established by the Commission on Teacher Credentialing (CTC).

The District agrees and certifies that:

1. The purpose of the Internship Program is to add to the pool of qualified teachers, school psychologists, or school counselors that the District has continually sought to maintain.
2. The Intern's services shall meet the instructional or service needs of the District.
3. Each Intern shall be assigned as an Intern under a contract with an appointment of at least .60 FTE of her/his workday, and placed in a job that shall allow for substantial experience in instructional or service duties.
4. No appointment shall be made unless the prospective Intern provides proof of fingerprint clearance or a photocopy of a California teaching permit, and verification that he or she is free from tuberculosis.
5. No Intern shall displace any fully credentialed employee in the District.
6. Each Intern shall be provided adequate supervision, advice, encouragement and support, as appropriate, by District personnel, including but not limited to both an immediate field supervisor and an in-district mentor as directed by the California Commission on Teacher Credentialing Standards.
7. The District and the University, in partnership, must provide support for each Intern.
8. The District and University, in partnership, must provide a total of 189 hours annually of support for each teacher intern (45 hours of which will be dedicated to ELL support).
9. The Intern's salary shall not be reduced to pay for the supervision of the Intern.
10. The Intern will apply to the California School of Education at Alliant International University for the Intern Credential within the first semester of coursework.
11. District Support Providers will meet with University Supervisors at the beginning of the candidate's field placement in order to establish roles and duties in order to best support the candidate.
12. The District Support Provider will observe and evaluate each Intern Teacher at least one time during a term (4 times in an academic year) and allocate time with each Intern after each visit to discuss the observation. The District Support Provider will provide evidence of each observation and evaluation to the University Supervisor.
13. District Site Support Providers must hold credentials in the same areas as the Interns they support and/or hold an Administrative Services Credential.
14. All Intern Teachers and Student Teachers must have experience working with diverse student populations including English Language Learners (ELLs), students with disabilities, and students from varying socioeconomic statuses. For Clinical Practice placements, at least 10% of the student body must be comprised of each of the following: ELLs, students with disabilities, and students from a low socioeconomic background. If a candidate is in a Clinical Practice placement that falls short of the 10% threshold in any of the aforementioned areas, the District understands that for each percentage point below that

threshold, the candidate will be required to observe for two (2) full days in either an ELL classroom, a Special Education classroom, or a classroom at a Title 1 school, depending on the area or areas, of deficient diverse student population group(s), to gain sufficient experience in those student population groups.

15. District Intern Support Providers, District Induction Support Providers (Education Specialist Clear Credential), and master teachers must have a minimum of three (3) years' teaching experience, have a Clear Credential in the credential area they are supervising (or an Administrative Service Credential), and have a Master's degree or equivalent. The District confirms that its Intern Support Providers and Induction Support Providers have been adequately trained in their supervisory roles.

INSURANCE

Alliant International University, Inc. shall maintain commercial general liability insurance from an insurance carrier with an AM Best rating of A- VII or better in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate, and shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Memorandum of Understanding.

The District shall provide and maintain commercial general liability insurance acceptable to Alliant International University, Inc., or utilize a program of self-insurance in the minimum amounts of \$1,000,000 combined single limit, \$3,000,000 general aggregate, and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Memorandum of Understanding.

Alliant International University does not furnish workers' compensation for students participating in this program. It is understood that Student Teachers are not employees of the District. Alliant International University, Inc., at its discretion, may maintain at its sole expense workers' compensation and employer's liability for students who are participating in its program.

NON-DISCRIMINATION, HARASSMENT, RETALIATION CLAUSE

The University and the District agree to abide by the requirements of all federal and state laws regarding prohibited discrimination, harassment, and retaliation, as well as equal opportunity, including, but not limited to: Titles VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act of 1975, the Americans with Disabilities Act of 1990, the Equal Pay Act, the Fair Employment & Housing Act of 1968, as amended, the California Unruh Civil Rights Act, the California Fair Pay Act, and the California Fair Employment & Housing Act of 1959, as amended.

The University and the District agree not to discriminate in their enrollment and employment practices, and will render services under this Memorandum of Understanding without regard to an individual's age, race, color, religion, creed, sex (including pregnancy, childbirth, breastfeeding, and related medical conditions), sexual orientation, gender, gender expression, gender identification, national origin, ancestry, genetic information, military or veteran status, political affiliation, disabilities, or any other legally protected status. The University and the District will not permit harassment against individuals based on any of the aforementioned characteristics, nor will they permit retaliation against any individual who makes a good faith complaint regarding discrimination or harassment. Any act of discrimination, harassment, or retaliation committed by the University or the District or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Memorandum of Understanding.

MUTUAL HOLD HARMLESS AND INDEMNIFICATION; LIMITATION OF LIABILITY; STUDENT STATUS

The University shall hold harmless, defend and indemnify the District and its officers, employees, and agents from and against any and all losses, demands, claims, damages (including costs and attorneys' fees), or causes of action arising from any negligent act or omission or willful misconduct of the University, its officers, employees, or student teachers, incurred in the performance of this Memorandum of Understanding, but only in proportion in and to the

extent that such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its officers, employees and agents.

The District shall hold harmless, defend and indemnify the University and its officers, employees, and agents from and against any and all losses, demands, claims, damages (including costs and attorneys' fees), or causes of action arising from any negligent act or omission or willful misconduct of the District, its officers, employees, or agents, incurred in the performance of this Memorandum of Understanding, but only in proportion in and to the extent that such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, its officers, employees and agents.

Except for the indemnifying party's obligations pursuant to the immediately preceding two paragraphs or the other party's gross negligence or willful misconduct: (i) neither party shall be liable to the other party for any special, incidental, consequential, indirect or punitive damages (including loss of (anticipated) profits), and/or reasonable attorneys' fees and costs, arising in any way out of this Memorandum of Understanding, however caused and on any theory of liability.

Subject to the first two paragraphs of this section, a party shall have no liability to the other party for any loss suffered which arises out of any action or inaction if, in good faith, it is determined that such course of conduct was in the best interests of the parties involved and such course of conduct did not constitute gross negligence or intentional misconduct.

The parties to this Memorandum of Understanding hereby assert that no liability is assumed by either party for damages or injuries which arise from participants independently traveling to or from service sites.

The parties understand and agree that Interns are not employees, contractors or agents of the parties. Interns are students of the University. It is understood and agreed that the University's students are not to be considered employees of the District and therefore students are not eligible for worker's compensation insurance and the University does not maintain worker's compensation insurance for student coverage.

The parties to this Memorandum of Understanding also agree that each is responsible only for the actions of their respective officers, agents, and employees. Neither party hereto is to be considered the agent of the other party for any purpose whatsoever, and neither party has any authority to enter into any contract or assume any obligation for the other party or to make any warranty or representation on behalf of the other party.

CONFIDENTIALITY

The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended ("FERPA"), and that the permission of students must be obtained before student data can be released to anyone.

The parties' mutual understanding on the treatment of Confidential Information (as defined below) is as follows:

1. The District and the University shall not, and shall not permit any of their respective employees, agents or contractors, to use, reproduce, distribute, publish, disclose, transmit or otherwise transfer, directly or indirectly, to any other person, organization or entity, any Confidential Information of the other party (or any portion thereof), except (i) to the extent necessary to perform its obligations to the other party in connection with this Memorandum of Understanding; or (ii) with the prior written permission of the other party. Each party agrees to disclose the Confidential Information of the other party solely to those of its employees, agents and contractors having a good faith need to know such information. Each party shall protect the Confidential Information of the other party by exercising at least the same measures that such party uses to protect its own confidential information of like character, which shall be no less than a reasonable standard of care. Each party shall be held responsible for any and all breaches of this paragraph by or through any employee, agent or contractor of such party. Each party shall (x) inform all employees, agents and contractors having access to any or all of the Confidential Information of the other party of the

existence of this Memorandum of Understanding and the confidentiality obligations set forth herein; and (y) take sufficient steps to cause such employees, agents and contractors to observe the confidentiality obligations set forth herein. If either party or one of their employees, agents or contractors is compelled (by deposition, interrogatory, request for documents, subpoena, civil investigation demand or similar process) to disclose any of the Confidential Information of the other party, that party shall provide the other party with prompt prior written notice of such compulsion so that the other party may seek, at its own expense, a protective order or other appropriate remedy or, if appropriate, waive compliance with the terms of this Memorandum of Understanding.

2. As used herein, "Confidential Information" means all confidential information in documents or other tangible materials clearly marked as proprietary or confidential about, or disclosed by, either party to this Memorandum of Understanding, including knowledge, technical and business information relating to such party's products, research and development, production, costs, engineering processes, artwork, designs, computer software, formulas, methods, ideas, concepts, contemplated new services, improvements, associations with other organizations, profit or margin information, finances, customers, suppliers, marketing, and past, present or future business plans and business arrangements, and information concerning employees (including, in the case of the University and the District, faculty), Interns, and students or prospective students (provided any disclosure relating to any student or prospective student is permitted by and carried out in accordance with FERPA). Notwithstanding the foregoing, no information shall be deemed Confidential Information if such information: (i) is generally known to the public on the date of disclosure of same or becomes generally known to the public after such date through no breach of this Memorandum of Understanding or any other obligation of confidentiality; (ii) was known by the party receiving such information under this Memorandum of Understanding (the "Receiving Party") without any obligation to hold it in confidence at the time of disclosure; (iii) is received by the Receiving Party after the date of disclosure by the other party (the "Disclosing Party") hereunder from a third party without imposition, knowledge or breach of any obligation of confidentiality; (iv) is independently developed by the Receiving Party after the date of disclosure by the Receiving Party without access to Confidential Information of the Disclosing Party; or (v) is approved for release by written authorization of the Disclosing Party.
3. The District and the University acknowledge that the University's use of the internship programs may be subject to the privacy regulations outlined in FERPA, for the handling of such information. The District shall not knowingly disclose Confidential Information to any third party in violation of FERPA. The District represents and warrants that it will comply with FERPA to the extent applicable and will instruct its employees handling Intern student information provided by the University of its obligations under FERPA. The District further agrees that it will prohibit its employees from accessing any records of any student or prospective students at the University, including Interns, without a valid business reason to access such records.

GENERAL TERMS

This Memorandum of Understanding contains all of the terms and conditions between the parties. This Memorandum of Understanding may be revised or modified only by mutual agreement and written amendment signed by both parties.

Each party represents and warrants to the other party that: (i) it has all requisite power and authority to execute this Memorandum of Understanding and to perform its obligations hereunder; (ii) the execution, delivery and performance of this Memorandum of Understanding have been duly authorized and approved by each party, and will not conflict with any agreement of, or law applicable to, such party; (iii) this Memorandum of Understanding is a valid and binding agreement of each party enforceable in accordance with its terms.

In addition to its representations in the immediately preceding paragraph, the District represents and warrants to the University that:

1. it is and will continue to be in compliance all applicable federal, state, and local laws, including without limitation all privacy, data protection, advertising and marketing laws, and contracts;
2. neither it nor any of its affiliates has been debarred or suspended, or engaged in any activity that is cause for debarment or suspension, pursuant to applicable state law; and
3. it shall take any and all actions, or refrain from or cease such actions, as is necessary to maintain the University's reputation, accreditation, state approvals, Title IV eligibility, and academic integrity, including, but not limited to, adherence with the U.S. Department of Education's misrepresentation regulations provided at 34 C.F.R. Part 668 Subpart F.

Neither party may, without written approval of the other, assign this Memorandum of Understanding or transfer its interest or any part thereof under this Memorandum of Understanding to any third party, except that a party may assign its rights or obligations to a third party in connection with the merger, reorganization or acquisition of stock or assets affecting all or substantially all of the properties or assets of the assigning party.

This Memorandum of Understanding constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions or warranties among the parties other than those set forth herein provided for.

If any of the sections of this Memorandum of Understanding shall be deemed invalid, void, or for any reason unenforceable, that section shall be deemed severable and shall not affect the validity and enforceability of any remaining section.

Except for ancillary measures in aid of arbitration and for proceedings to obtain provisional or equitable remedies and interim relief, including, without limitation, injunctive relief, any controversy, dispute or claim arising out of or in connection with or relating to this Memorandum of Understanding, or the breach, termination or validity thereof or any transaction contemplated hereby (any such controversy, dispute or claim being referred to as a "Dispute"), shall be finally settled by arbitration administered by Judicial Arbitration & Mediation Services, Inc. ("JAMS"), pursuant to its Comprehensive Arbitration Rules & Procedures (the "JAMS Rules"). The parties understand and agree that, by signing this Agreement, they are expressly waiving, to the fullest extent permitted by law, any and all rights to a trial before a judge or jury or hearing before an adjudicative agency, regarding any disputes and claims which they now have or which they may in the future have that are subject to arbitration under this Agreement. There shall be one neutral arbitrator that shall be mutually agreed to by the parties or, if the parties do not agree, then one shall be appointed pursuant to JAMS's procedures, in each case, within 30 business days of receipt of the demand for arbitration by the respondent(s) in any such proceeding. An arbitration pursuant to this paragraph shall take place in San Diego, California. A final award shall be rendered as soon as reasonably possible. The Arbitrator shall permit both parties to engage in reasonable pre-hearing discovery to obtain information to prosecute or defend the asserted claims. The arbitration decision or award shall be in writing. The arbitrator shall have the authority to award any relief authorized by law in connection with the asserted claims or disputes. Judgment on the decision or award rendered by the arbitrator may be entered and specifically enforced in any court having jurisdiction thereof. All arbitrations commenced pursuant to this Memorandum of Understanding, or any other related agreement or document, shall be consolidated and heard by the initially appointed arbitrator. The arbitration award or ruling shall provide for payment by the losing party of the fees and costs of the arbitration, including without limitation, the reasonable attorneys' fees and attorneys' costs incurred by the prevailing parties.

This Memorandum of Understanding, and any controversy arising out of or relating to this Memorandum of Understanding, shall be governed by and construed in accordance with the internal laws of the State of California, without regard to conflict of law principles that would result in the application of any law other than the law of the State of California.

This Memorandum of Understanding may be executed and delivered by facsimile signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and each of which may be executed by less than all parties, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

The titles and subtitles used in this Memorandum of Understanding are used for convenience only and are not to be considered in construing or interpreting this Memorandum of Understanding.

All notices and other communications given or made pursuant to this Memorandum of Understanding shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth on the signature page hereto, or to such facsimile number or address as subsequently modified by written notice given in accordance with this paragraph.

The Sections titled "Non-Discrimination, Harassment, and Retaliation Clause," "Mutual Hold Harmless and Indemnification; Limitation of Liability; Student Status," "Confidentiality," and "General Terms" shall survive the termination of this Memorandum of Understanding.

(Signatures on following page)

IN WITNESS WHEREOF, and intending to be legally bound, the parties have duly executed this Memorandum of Understanding by their authorized representatives as of the date first written above.

Alliant International University, Inc.:

Andy Vaughn, President
Alliant International University, Inc.

Date


Dr. Mary Oling-Sisay, Dean
California School of Education
Alliant International University, Inc.

Date

Address:

10455 Pomerado Rd.
San Diego, CA 92131

Orcutt Union School District:



Dr. Deborah Blow, Superintendent
Orcutt Union School District

5/29/18
Date



Susan Salucci, Assistant Superintendent of Human Resources
Orcutt Union School District

5/29/18
Date

Address:

500 Dyer Street
Orcutt, CA 93455



Orcutt Union School District

Human Resources

500 Dyer Street • Orcutt, California, 93455 • 805.938.8914

TO: Board of Trustees
Dr. Deborah Blow, Superintendent

FROM: Susan Salucci, Assistant Superintendent/Human Resources

BOARD MEETING DATE: June 7, 2018

BOARD AGENDA ITEM: Substitute Teacher Pay Rate for Statutory Leaves of more than 30 days

BACKGROUND: Substitute teachers subbing in assignments of statutory leaves lasting longer than 30 days, require a fully credentialed substitute or a substitute with a Temporary Permit for Statutory Leaves (TPSL). Currently OUSD has five teachers who can fill these jobs.

RECOMMENDATION: It is recommended that the Board of Trustees approve the following substitute teacher pay rates for Statutory Leaves effective August 1, 2018:

Proposed Daily Statutory Leave Rates

The rates below are only for long term assignments lasting more than 30 days.

(TPSL and Credentialed Teachers)

1-30 days = \$140.00

31-60 days = \$200.00

Over 60 days = placement on the salary schedule

FINANCIAL CONSIDERATIONS: There is no significant financial impact, as the amounts above are deducted as differential from the permanent teacher's salary.

Local Substitute Rates

District	1-10 days	11-20 days	Over 21 days	30 days
OUSD	\$105	\$110	\$115	\$115
SM Bonita	\$110	\$115	\$130	\$130
Guad	\$140	\$140	\$140	\$170
SM Joint	\$110	\$120	\$120	\$120
Lucia Mar	\$115	\$115	\$115	???



Orcutt Union School District

Human Resources

500 Dyer Street • Orcutt, California, 93455 • 805.938.8914

TO: Board of Trustees
 Dr. Deborah Blow, Superintendent

FROM: Susan Salucci, Assistant Superintendent/Human Resources

BOARD MEETING DATE: June 7, 2018

BOARD AGENDA ITEM: Revision of Substitute Teacher Pay Rate

BACKGROUND: The substitute teacher pay rate was last adjusted in April 2015. The current rate for an assignment of 1 – 10 days is \$5 – \$25 per day less than other local districts, over \$13 per day below the average of four (4) local districts. Although we have a number of substitute teachers who work only for OUSD, the majority of our substitutes work for multiple local districts and the pay rate difference has begun to impact our ability to attract substitutes and provide coverage. Our current rate is:

Number of Consecutive Work Days	Amount paid per full day
Days 1 – 10	\$105
Days 11 – 20	\$110
Days 21 and more	\$115

RECOMMENDATION: It is recommended that the Board of Trustees approve the following substitute teacher pay rate effective August 1, 2018:

Number of Consecutive Work Days	Amount paid per full day
Days 1 – 10	\$110
Days 11 – 20	\$115
Days 21 and more	\$120

FINANCIAL CONSIDERATIONS: Increase in the amount paid substitute teachers as shown above will be paid from the appropriate funds. Based on 2017/2018 substitute data, the estimated annual increased cost will be approximately \$26,101 to the General Fund.

DOCUMENT ATTACHED:
 Substitute Teacher Pay Comparison April 2018

Local Substitute Rates

District	1-10 days	11-20 days	Over 21 days	30 days
OUSD	\$105	\$110	\$115	\$115
SM Bonita	\$110	\$115	\$130	\$130
Guad	\$140	\$140	\$140	\$170
SM Joint	\$110	\$120	\$120	\$120
Lucia Mar	\$115	\$115	\$115	???



BOARD OF TRUSTEES

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

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

TO: Board of Trustees
Dr. Deborah Blow, Superintendent

FROM: Susan Salucci, Assistant Superintendent/Human Resources

BOARD MEETING DATE: June 7, 2018

BOARD AGENDA ITEM: Increase for Director of Child Nutrition Salary Schedule

BACKGROUND: Human Resources completed a study of salaries for the Director of Child Nutrition position with eleven (11) different districts in the Santa Barbara and San Luis Obispo counties. While the number of contracted days was consistent among the districts, OUSD was number 11 in per diem pay, even in districts serving fewer students. The new salary schedule reflects comparable pay, along with room for compensation advancement.

RECOMMENDATION: It is recommended that the Board of Trustees approve the new salary schedule for the Director of Child Nutrition effective July 1, 2018.

FINANCIAL CONSIDERATIONS: Increased cost will be budgeted to the Child Nutrition Fund

DOCUMENTS ATTACHED: Salary Comparison for Child Nutrition Directors

Salary Comparison for Child Nutrition Director

District	Salary Range	Per Diem	Enrollment	# of Contract Days
San Luis Coastal	\$100,044-130,763	\$586.00	7448	223
Goleta	\$103,196-111,971	\$495.00	3650	226
Lompoc	\$76,416-108,638	\$487.00	9568	223
Carpinteria	\$63,000-89,832	\$458.00	2310	196
Paso Robles	\$83,892-99,571	\$446.00	6695	223
Guadalupe	\$64,440-84,792	\$432.00	1260	196
Santa Maria Joint Union High School District	\$86,189-95,023	\$432.00	7673	220
Atascadero	\$85,942-95,285	\$427.00	4636	223
Lucia Mar	\$89,168-106,287	\$407.00	10,655	261
Santa Maria Bonita	\$116,892-135,510	\$607.00	17,000	223
Orcutt Current	\$71,962-85,469	\$383.00	5192	223
Orcutt Proposed	\$85,469-101,510	\$455.00	5192	223

Classified Management Salary Schedule

Effective 2017/18

	I	II	III	IV	V	VI	# of Days
Operations Supervisor	61,740	63,900	66,136	68,451	70,847	73,326	223
Director, Child Care Services	71,962	74,481	77,088	79,785	82,578	85,469	223
Director, Child Nutrition Services	71,962	74,481	77,088	79,785	82,578	85,469	223
Director, Fiscal Services	96,508	99,885	103,381	106,999	110,744	114,620	223
Director, MOT	94,260	97,558	100,973	104,507	108,165	111,951	223

Classified Management Salary Schedule

Proposed for: 2018/19

	I	II	III	IV	V	VI	# of Days
Operations Supervisor	61,740	63,900	66,136	68,451	70,847	73,326	223
Director, Child Care Services	71,962	74,481	77,088	79,785	82,578	85,469	223
Director, Child Nutrition Services	85,469	88,460	91,557	94,761	98,078	101,510	223
Director, Fiscal Services	96,508	99,885	103,381	106,999	110,744	114,620	223
Director, MOT	94,260	97,558	100,973	104,507	108,165	111,951	223

Longevity - Annual
 After 16 Years \$ 3,200
 After 19 Years \$ 4,600
 After 22 Years \$ 6,000
 After 24 Years \$ 7,400



Human Resources

500 Dyer Street • Orcutt, California, 93455 • 805.938.8914

TO: Board of Trustees
Dr. Deborah Blow, Superintendent

FROM: Susan Salucci, Assistant Superintendent/Human Resources

BOARD MEETING DATE: June 7, 2018

BOARD AGENDA ITEM: Accept 2017/2018 Initial Collective Bargaining Proposal from California School Employees Association and it's Orcutt Chapter #255

BACKGROUND: California School Employees Association has presented the Board with their initial proposal for negotiations for the 2018/2019 school year. The Association wishes to negotiate the following contract articles:
Article X: Vacation
Article X: Compensation
Appendix C: Assignment of Bus Routes

FINANCIAL CONSIDERATIONS: The financial impact will be determined by the final agreement reached between the District and California School Employees Association

RECOMMENDATION: It is recommended that the Board of Trustees accept the initial proposal for negotiations for the 2017/2018 school year from California School Employees Association.

ATTACHMENT: Initial Proposal

**CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION
AND IT'S ORCUTT CHAPTER #255
INITIAL SUCCESSOR PROPOSAL FOR 2018/2019**

ARTICLE X: **Vacations**

ARTICLE XV: **Compensation - Negotiate a fair and equitable enhancement to the Salary
Schedule and the District's contribution to the Health & Welfare
Premiums, Savings and Longevity**

APPENDIX C: **Assignment of Bus Routes**