

ORCUTT UNION SCHOOL DISTRICT
Regular Meeting of the Board of Trustees
Wednesday, December 13, 2017
Closed Session – 6:45 P.M.
Public Session – 7:15 P.M.
District Office Board Room
500 Dyer Street, Orcutt, CA 93455

CALL TO ORDER 6:45 P.M.

A. Pledge of Allegiance

CLOSED SESSION PUBLIC COMMENTS

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

ADJOURN TO CLOSED SESSION

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

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

RECONVENE TO PUBLIC SESSION 7:15 P.M.

B. Public Report on Action Taken in Closed Session

C. Adoption of December 13, 2017 Agenda

Moved _____ Second _____ Vote _____

PUBLIC COMMENT ANNOUNCEMENT

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

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

D. Annual Organization of the Board

1. Election of the Board President

The Board shall elect a President of the Board of Trustees for 2017.

Moved _____ Second _____ Vote _____

2. Election of Board Clerk

The Board shall elect a Clerk of the Board of Trustees for 2017.

Moved _____ Second _____ Vote _____

3. Designation of Superintendent as Secretary to the Board

The Board shall designate the Superintendent as Secretary to the Board of Trustees for 2017.

Moved _____ Second _____ Vote _____

4. Setting of Date, Time and Place for All Regular Board Meetings in 2018

The Board shall set the date, time and place for all regular meetings in 2018.

Moved _____ Second _____ Vote _____

5. Selection of a Representative to the County Committee on School District Organization

The Board shall select a representative to the County Committee on School District Organization.

Moved _____ Second _____ Vote _____

E. Superintendent's Report

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

- 1. OCAF Report
- 2. Bond projects update
- 3. Ralph Dunlap First Graders Christmas Carols

F. Public Comment

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

G. Written Communication

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

CONSENT AGENDA ITEMS

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

- A. Classified Personnel Action Report
- B. Certificated Personnel Action Report
- C. Hiring of Coaches for 2017-18
- D. Approval of Warrants
- E. Minutes, Regular Meeting November 8, 2017
- F. BP 7214, Facilities for the second reading
- G. SBCSELP A Joint Exercise of Powers Agreement amendment

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

Moved _____ Second _____ Vote _____

ITEMS SCHEDULED FOR ACTION

A. GENERAL

1. Acceptance of Gifts

Pine Grove Elementary received the following gifts for the installation of their Water Bottle Filling Station; Rancho Laguna Farms - \$2,340; Betteravia Farms LLC - \$1,170; and Bonita Packing Company, Inc. - \$1,170 for a total of \$4,680.

It is recommended that the Board of Trustees accept these donations and request that a letter of acceptance and appreciation be forwarded to Rancho Laguna Farms, Betteravia Farms LLC and Bonita Packing.

Moved _____ Second _____ Vote _____

2. Measure G Citizens Oversight Committee

It is recommended the Board of Trustees appoint the attached Applicant for the Independent Citizens' Oversight Committee as presented.

Moved _____ Second _____ Vote _____

B. BUSINESS

1. First Interim Report, Orcutt Union School District General Fund 2017/18

It is recommended that the Board of Trustees approve the First Interim Report, Orcutt Union School District General Fund, 2017/18 as presented and authorize the filing of a positive certification for 206/17 and the next two years with the Santa Barbara County Education Office. A copy of the First Interim Report is available for review at the District Office, 500 Dyer Street, Orcutt, CA between the hours of 7:30 a.m. – 4:30 p.m. Monday – Friday.

Moved _____ Second _____ Vote _____

2. 2017/18 Resolution No. 10, Delegation of Authority to District Staff

It is recommended that the Board of Trustees adopt 2016/17 Resolution No. 10, Delegation of authority to District Staff as presented.

Moved _____ Second _____ Vote _____

3. Key Analytics Specialized Facility Planning – Eligibility and State Funding Agreement

It is recommended that the Board of Trustees approve and authorize staff to enter into an agreement with Key Analytics Specialized Facility Planning – Eligibility and State Funding Agreement as presented.

Moved _____ Second _____ Vote _____

C. EDUCATIONAL SERVICES

1. Single School Plans for Student Achievement

Staff recommends the Board of Trustees approve the Single School Plan for Student Achievement for Orcutt Jr. High, Pine Grove Elementary, Ralph Dunlap Elementary and Olga Reed schools, as submitted. Copies of the Single School Plans for Student Achievement are available for review at the District Office, 500 Dyer Street, Orcutt, CA M-F 7:30 a.m.-4:30 p.m.

Moved _____ Second _____ Vote _____

2. Contract with Discovery Education for the creation of a STEAM Leader Academy

It is recommended the Board of Trustees approve the attached STEAM Leader Academy contract with Discovery Education to create a STEAM Leader Academy.

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, January 10, 2018, beginning with Closed Session beginning at 6:45 p.m., Public Session at 7:15 p.m. in the District Office Board Room, 500 Dyer Street, Orcutt, CA.

ADJOURN

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

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

Due:
Wednesday, Dec. 27



GOVERNING BOARD ORGANIZATION AND MEETING
SCHEDULE FOR 2018

Date: _____

To: Amada Dulay
School Business Advisory Services
Santa Barbara County Education Office

From: Name: _____
Title: _____
District: _____

Subject: **Governing Board Organization Meeting**

Board meeting location:

Site name: _____
Room Name or No.: _____
Address: _____

Day(s) and time(s) of meetings
e.g., 1st Monday or 2nd and 4th Tuesdays

Days: _____
Times: _____

Please note any meeting exceptions:

Alternate dates: _____
Alternate times: _____
Alternate locations: _____

REFERENCE:

EC§ 35143; 72000
(b)(5)(c)(2)A,B,C

2018 School Board Meetings
6:15 PM Charter Public Session
7:15 PM Regular Public Session
(2nd Wednesday of each month with exception of June)

January 10, 2018

February 14

February 28 (curriculum)

March 14

April 11

May 09

June 07 * Thursday, due to Olga Reed Graduation

No meeting in July

August 08

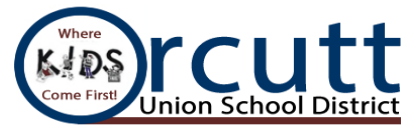
September 12

October 10

November 14

December 12

December 13, 2017



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
Arguilles, Maria	Transportation	Bus Attendant			\$175.00 per month	2/01/2018	Longevity – 20 years
Bello, Michele	Technology	Senior Secretary	24/1	8.0	\$3,399.00 per month	12/18/2017	Promotion
Brieske, Michael	Technology	Intern		8.0	\$15.00 per hour	11/06/2017	Intern 2017 - 2018
Bryson, Ashly	Alice Shaw	Instructional Assistant II	12/1	3.5	\$14.53 per hour	11/27/2017	Permanent/Probationary
Chavez, Danielle	Patterson	Noon Duty Supervisor	6/1			11/15/2017	Resignation
Crisp, Tiffany	IMC	Licensed Vocational Nurse				12/11/2017	Resignation
DeCaires, Dennis	Transportation	Bus Driver		21.33 per week		11/08/2017	Increase in hours
Estell, Julie	Alice Shaw	Instructional Assistant I				12/13/2017	Resignation
French, Kyleigh	Patterson	Noon Duty Supervisor	6/1		\$12.53 per hour	12/6/2017	Permanent/Probationary
Garcia, Christina	Alice Shaw	Instructional Assistant II	12/1	3.5	\$14.53 per hour	11/27/2017	Permanent/Probationary
Heaney, Loriann	Central Kitchen	Child Nutrition Clerk	12/5	4.75	\$17.66 per hour	11/27/2017	Promotion
Heuchert, Marianne	Nutrition	Accounting Clerk			\$150.00 per month	2/01/2018	Longevity – 15 years
Hyatt, Donna	Alice Shaw	Instructional Assistant I			\$125.00 per month	2/01/2018	Longevity – 10 years
Juarez, Shirley	Nightingale	Child Care Coordinator/Assistant	16/6 6/6		\$150.00 per month	1/01/2018	Longevity – 15 years
Norling, Neva	Transportation	Bus Driver	18/6	23.4 per week		11/08/2017	Voluntary reduction of hours
Perea, Nancy	Pine Grove	Instructional Assistant/PE	11/1	2.5	\$14.17 per hour	11/06/2017	Permanent/Probationary
Perea, Nancy	Pine Grove	Noon Duty Supervisor	6/1	1.25	\$12.53 per hour	11/06/2017	Permanent/Probationary
Presnell, Aimee	Orcutt Jr. High	Instructional Assistant II	12	3.75		10/26/2017	Resignation

December 13, 2017



TO: Deborah Blow, Ed.D.

SUBMITTED BY: Susan Salucci, Assistant Superintendent/Human Resources

A handwritten signature in cursive script, appearing to read "S. Salucci".

SUBJECT: Recommendations for Board Approval

Name	Site/Dept.	Classification	Step/ Range	Hours	Rate of Pay	Effective	Action/Information
Ries, Courtne	Alice Shaw	Media Specialist			\$1,000 per year	12/01/2017	Educational Stipend - Bachelors
Stevenson, Kathleen	Olga Reed	Office Manager			\$1,000 per year	12/01/2017	Educational stipend - Bachelors
Tanaka, Soledad	Nightingale	Noon Duty Supervisor	6/1		\$12.53 per hour	11/14/2017	Permanent/Probationary

ORCUTT UNION SCHOOL DISTRICT

TO: Dr. Deborah Blow
District Superintendent

FROM: Susan Salucci
Assistant Superintendent of Human Resources

DATE: December 13, 2017

RE: ***NOTIFICATION TO BOARD –HIRING OF COACHES FOR 2017-18
SCHOOL YEAR***

Orcutt Junior High:

Brandi Glynn

Cheer

Unpaid Volunteer Assistant Coaches:

*Volunteer coaches are required to submit the same paperwork as paid positions and meet the State Certification requirements. They are no longer required to hold an ASCC certificate from the CTC but instead submit fingerprints to FBI and DOJ for background checks reportable to the Orcutt Union School District

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 BOARD MEETING MINUTES
November 8, 2017**

CALL TO ORDER

A regular meeting of the Board of Trustees of the Orcutt Union School District was held on, Wednesday, November 8, 2017, Pledge of Allegiance was led by Jim Peterson. Members Present: Buchanan, Peterson, Hatch, Phillips, and Morinini. Administrators Present: Blow, Con, Salucci and Fell Absent: Edds. It was moved by Liz Phillips and seconded by Jim Peterson and carried to adjourn to Closed Session at 6:48 p.m. Ayes: Buchanan, Peterson, Hatch, Phillips, and Morinini.

RECONVENE TO PUBLIC SESSION

The meeting reconvened to Public Session at 7:20 p.m. and Rob Buchanan reported that no action was taken in Closed Session. It was moved by Bob Hatch, seconded by Jim Peterson and carried to adopt the November 8, 2017, agenda as presented. Ayes: Buchanan, Peterson, Hatch, Phillips, and Morinini.

SUPERINTENDENT' S REPORT

OCAF President, Allison Smith, gave the OCAF update. Allison discussed the four yr. Plan. Allison requested the board save the date for the OCAF Gala, "Wish Upon the Star" on Saturday, February 24, 2018. Mrs. Kara Lane, a teacher at Joe Nightingale and Kate McInerney, Principal brought a few students from 1st – 6th grade. The students did individual presentations with tools that they use for Makers Space, such as magnets and robots. The board enjoyed the students and were impressed with the children's knowledge. Dr. Blow announced that Ms. Susie Haggerty from Olga Reed would be presented with the teacher of the year award. Cabinet members will be traveling to Olga Reed to congratulate Ms. Haggerty on Thursday, November 9, 2017.

PUBLIC COMMENT

No public comments

WRITTEN COMMUNICATION

Dr. Blow received an email from Karen Meyer to say "Thank you" for an awesome in-service they had on November 1st. She appreciated the district support and time to meet with colleagues.

CONSENT AGENDA ITEMS

- A. Classified Personnel Action Report
- B. Certificated Personnel Action Report
- C. Approval of Warrants
- D. Minutes, Regular Board Meeting, October 4, 2017
- E. Williams/Valenzuela Uniform Complaints

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

ACTION AGENDA ITEMS

Acceptance of Gifts

It was moved by Liz Phillips, seconded by Lisa Morinini and carried to accept a \$500 cash donation, a 96" ADA picnic table valued at \$952 and a \$25 donation to the Rosie Chavez Memorial Scholarship, and that a letter of acceptance and appreciation be forwarded to Nancy E. Helgeland, the Los Alamos Valley Men's Club and Mr. and Mrs. Myron Knecht. Ayes: Buchanan, Peterson, Hatch, Phillips, and Morinini.

Board Policy 7214, Facilities

It was moved by Bob Hatch, seconded by Jim Peterson and carried to approve Board Policy 7214, Facilities for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Buchanan, Peterson, Hatch, Phillips, and Morinini.

Grand Canyon University Student Teaching Agreement

It was moved by Jim Peterson, seconded by Liz Phillips and carried to approve the Grand Canyon University Student Teaching Agreement. Ayes: Buchanan, Peterson, Hatch, Phillips, and Morinini. Rob Buchanan thanked both the CSEA team and District team for all their hard work.

ITEMS FROM THE BOARD

Bob Hatch, Jim Peterson, and Dr. Blow did a boardwalk at Pine Grove on October 19, 2017, that went very well. Liz Phillips and Rob Buchanan did a walk at Ralph Dunlap on November 1, 2017, and were happy to see Mr. Schmalbach subbing in a classroom.

GENERAL ANNOUNCEMENTS

Unless otherwise noticed, the next regular board meeting is scheduled for Wednesday, December 13, 2017, with Public Session at 6:45 pm in the District Board Room, 500 Dyer Street, Orcutt, CA.

ADJOURN

It was moved by Bob Hatch, seconded by Liz Phillips to adjourn the meeting at 7:55 p.m.

Deborah L. Blow, Ed.D. Board Secretary

James Peterson, Clerk, Board of Trustees



BUSINESS SERVICES MEMORANDUM

TO: Board of Trustees

FROM: Deborah Blow, Ed.D.

BOARD MEETING DATE: December 13, 2017

BOARD AGENDA ITEM: Amendment to the SBCSELPA Agreement

BACKGROUND: The Executive Board of the SBCSELPA and Dr. Jarice Butterfield have made one minor change to the Joint Powers Agreement that governs our SELPA. We changed the ending date of the term of board members (eight superintendents from our districts) to June 30 instead of December 31. This aligns with the natural calendar rhythm of school years and makes more sense for superintendents to serve terms that begin on July 1 and end two years later on June 30.

RECOMMENDATION: Staff recommends the Board of Trustees approve the amendment to the SBCSELPA agreement as submitted.

FUNDING: N/A

2. **PURPOSE**

The purpose of this agreement is to provide for the creation of the Santa Barbara County Special Education Local Plan Area (SBCSELPA), an agency which is separate from the parties to this Agreement. This agency shall designate an Administrative Unit to provide fiscal services for the SBCSELPA.

3. **AUTHORITY**

This agreement is entered into pursuant to Education Code Section 56195.1(c) and Government Code Section 6500 and following, relating to the joint exercise of powers between public educational agencies identified herein and also those that may hereafter be accepted for membership herein.

4. **ADMINISTRATION AND GOVERNANCE**

a. The parties hereto hereby create the Santa Barbara County Special Education Local Plan Area (hereinafter SBCSELPA), which will be a separate public agency responsible for administering this agreement and the Local Plan.

b. The SBCSELPA shall be governed by the SBCSELPA JPA Board, which shall be comprised of eight voting members. The Board shall be comprised of the County Superintendent of Schools and superintendents of districts in Santa Barbara County and selected as follows:

Five members from non-direct service districts shall be selected by the consensus of the LEA Superintendents, with two members representing non-direct service districts in south Santa Barbara County; two members representing non-direct service districts in North Santa Barbara County; and one member representing non-direct service districts in the Santa Ynez Valley Special Education Consortium.

One member from direct service districts shall be selected by the Superintendents' Council, representing direct service districts in both North and South Santa Barbara County.

One member from 9-12th grade high school districts shall be selected by the Superintendents' Council.

The County Superintendent of Schools shall continuously serve as an eighth member of the Board.

c. All district superintendent appointments to the Board shall be for two-year terms. Appointments to the Board shall expire on ~~December 31.~~ ***June 30.***

d. Each voting member of the Board shall take and execute the oath of office prior to exercising any duties hereunder.

e. The Board shall annually elect a Chairperson, Vice-Chairperson and Clerk from its voting members. The SBCSELPA Director shall serve as Secretary to the Board. The Chairperson and Vice-Chairperson shall serve at the pleasure of the Board until a successor is elected.

f. The Board shall develop and adopt bylaws which may be amended from time to time. †

g. Regular meetings shall be held as determined by the Board and set forth in its bylaws. Such meetings shall comply with all provisions of the Brown Act. (Government Code Sections 54950 and following) and provisions of the Education Code regarding school district governing board meetings (Education Code Sections 35140 and following). A majority of the voting membership of the Board shall constitute a quorum and a majority of the voting membership shall be necessary for action to be taken. Vacant positions shall be counted as part of the membership when determining whether a majority exists. If a member of the Board misses three consecutive board meetings, the District Superintendent's may opt to remove the Board member. When a member of the Board resigns, is removed, or otherwise vacates membership on the Board, a replacement member shall be appointed by consensus of the LEA Superintendents as prescribed in Section 4 of this agreement.

h. The fiscal year of the SBCSELPA shall run from July 1 through June 30.

5. AUDITING AND ACCOUNTING SERVICE

The Auditor/Controller of Santa Barbara County, the Santa Barbara County Superintendent of Schools and the Treasurer of Santa Barbara County shall perform the Auditor/Controller and Treasurer functions prescribed by Government Code Sections 6505 and 6505.5 in the same manner that they perform these functions for school districts. The approval of demands for which the County Superintendent of Schools shall draw warrants shall be performed in accordance with the policies and procedures adopted by the SBCSELPA JPA Board, subject to the review and approval of the County Superintendent of Schools, as required by Education Code Sections 42633 and following. There shall be strict accountability of all funds. All revenues and expenditures shall be reported to the SBCSELPA JPA Board.

6. POWERS OF THE SBCSELPA

The SBCSELPA powers shall include the following:

6.1 GENERAL

The SBCSELPA, through the SBCSELPA JPA Board, shall have the power and authority to exercise any power common to the public educational agencies which are parties to this agreement.

6.2 SPECIFIC

- a. To make and enter into contracts.
- b. To select, employ and dismiss agents or employees or to utilize the services of personnel of the parties when such services are offered by the parties.
- c. To acquire, construct, manage, maintain or operate any buildings, equipment or improvements.
- d. To acquire, hold or dispose of property, real and personal.
- e. To sue and be sued in its own name.
- f. To incur debts, liabilities or obligations.
- g. To apply for, accept, receive and disburse funds and grants from any agency of the United States of America, the State of California, or any other public agency.
- h. To invest any money in the Treasury pursuant to Government Code Section 6505.5 that is not required for the immediate activities of the SBCSELPA, as the SBCSELPA JPA Board determines is advisable, in the manner and on the same conditions as local agencies, pursuant to Government Code Section 53601.
- i. To adopt policies and bylaws governing the operations of the SBCSELPA as outlined in the Local Plan.
- j. To perform such other functions as may be necessary or appropriate to carry out this Agreement, so long as such other functions so performed are not prohibited by any provisions of law.
- k. To receive gifts, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations, associations and any other governmental entity.
- l. To obtain insurance coverage.

The County Education Office or a designated district shall serve as the Administrative Unit, and the County Superintendent of Schools or the district board shall be the SBCSELPA's agent in the exercise of any or all of these powers when so authorized by the SBCSELPA Board.

The SBCSELPA shall employ a SBCSELPA Director who shall be the Secretary to the SBCSELPA JPA Board and shall act as the Executive to the Board for all administrative functions. The SBCSELPA Director and any other staff employed by the SBCSELPA shall be appointed by the SBCSELPA JPA Board. The SBCSELPA Director and any other employees shall be housed at the County Education Office or in

other office space pursuant to SELPA policy guidelines. The duties of the SBCSELPA Director and other individuals employed by the SBCSELPA shall be stated in position descriptions which shall be formally approved by the SBCSELPA JPA Board. The SBCSELPA JPA Board may modify such position descriptions in whole or in part and at any time during the term of this Agreement.

The powers listed above shall be exercised in the manner provided in the law and be subject only to the restrictions upon the manner of exercising such powers as are imposed upon school districts in the exercise of such powers.

7. POWERS OF LOCAL EDUCATION AGENCIES

The governance of Local Education Agency (LEA) special education programs shall be the responsibility of the LEA governing boards. LEA governing boards shall have and retain authority to receive and budget all special education income allocated by the SBCSELPA Board for programs and services provided by the LEAs, except state regionalized services allocations, and for monitoring the appropriate use of federal, state and local funds allocated for special education programs.

8. FUNCTIONS OF THE SBCSELPA

The SBCSELPA shall be responsible for the following:

- a. In conjunction with the LEAs who are parties to this Agreement, develop a Local Plan for the education of individuals with exceptional needs.
- b. Coordinate the special education local plan area and implementation of the local plan.
- c. Assure the provision of administrative support and regionalized services to each of the parties in the following areas at levels to be determined by the SBCSELPA, subject to annual budget plan allocations, and at an annual cost not to exceed the annual state appropriations for regionalized services and an amount approved by the SBCSELPA JPA Board and prorated to participating member local education agencies:
 - (1) Coordinated system of identification and assessment and development of uniform policies governing identification, referral and placement of individuals with exceptional needs.
 - (2) Coordinated system of procedural safeguards.

- (3) Coordinated system of staff development and parent education including training members of the Community Advisory Committee.
- (4) Coordinated system of curriculum development and alignment with the core curriculum.
- (5) Coordinated system of internal program review, evaluation of the effectiveness of the local plan, and implementation of a local plan accountability mechanism to include monitoring of performance goals and indicators.
- (6) Coordinated system of data collection and management information systems as needed to meet SBCSELPA requirements.
- (7) Coordination of interagency agreements and development of policies and procedures relating to the coordination with other local public agencies that serve the individuals with exceptional needs.
- (8) Coordination of services to medical facilities.
- (9) Coordination of services to individuals with exceptional needs placed in licensed children's institutions and foster family homes.
- (10) Coordination of services to individuals with exceptional needs placed in Juvenile Court Schools or County Community Schools.
- (11) Preparation and transmission of required special education local plan area reports.
- (12) Fiscal and logistical support of the Community Advisory Committee.
- (13) Coordination of transportation services for individuals with exceptional needs.
- (14) Coordination of career and vocational education and transition services.
- (15) Assurance of full educational opportunity.
- (16) Fiscal administration allocation and monitoring of state and federal funds pursuant to Education Code Section 56836 and 56841.
- (17) Allocation of program specialist funds for direct instructional program support that may be provided by program specialists in accordance with Education Code Section 56368.
- (18) Search/Serve services.
- (19) Special day classes, resource specialist programs, related services, and other special education instructional programs as agreed upon by the SBCSELPA and the particular Local Education Agencies involved.

- (20) Services for infants and preschoolers.
 - (21) Provision of support for dispute resolution and due process, as requested.
 - (22) Coordination and oversight of nonpublic school placements and oversight of nonpublic agency services.
 - (23) Ensure equal access to all programs and services in the region.
 - (24) Ensure an equitable provision of services to individuals with exceptional needs between the ages of 0 and 22.
 - (25) Assist in the resolution of complaints and work cooperatively with districts/county office to correct identified problems.
 - (26) Such other areas as the SBCSELPA JPA Board directs.
- d. Monitor compliance with federal and state laws and regulations regarding special education.
 - e. Enter into agreements with individual school districts and/or the County Education Office for provision of special education services.
 - f. Receive, distribute and account for regionalized services and SBCSELPA support funds for Local Plan implementation.
 - g. Decide disputes within the scope of this Agreement among the parties. The decision of the SBCSELPA JPA Board shall be final in the settlement of disputes between parties.
 - h. Participate in any other functions necessary to conduct the business of the SBCSELPA.

9. ANNUAL BUDGET PLAN

In addition to the powers and responsibilities presented in Section 6 and 8 above, the SBCSELPA shall, in conjunction with the parties to this Agreement, develop an annual budget plan for Local Plan activities and conduct the required public hearing. The budget plan shall include provisions setting forth the manner and level to which the SBCSELPA shall be funded.

- a. The annual budget plan shall include the expenditure of all regionalized services and program specialist funds allocated by the state legislature. It shall also include the estimated SELPA support and administrative chargeback.
- b. The Santa Barbara County SELPA Director shall submit an annual budget plan to the Santa Barbara County SELPA JPA Board on the following calendar:
 - (1) Proposed Adopted Budget for review - May
 - (2) Proposed Adopted Budget approval - June

c. The Santa Barbara County SELPA JPA Board is the entity that must develop, revise and approve all allocations of funds received by the SELPA.

d. The SBCSELPA JPA Board shall review and approve or reject requests for an increase or decrease in regionalized services and regional program allocations, and allocate all other funds received by the SBCSELPA.

e. Allocation revisions approved by the SBCSELPA shall be sent to each party to this Agreement by the SBCSELPA Director within thirty (30) days after the revision has been approved by the Board.

f. Written notice of the rejection of a request shall be sent to the originator of the request by the SBCSELPA Director within thirty (30) days after receipt of the request.

g. No request for modification to the annual budget plan shall be approved by the SBCSELPA JPA Board which results in an increase to the annual budget plan which may exceed any funding limitations.

10. OBLIGATIONS OF THE SBCSELPA

The SBCSELPA shall be an independent public entity. The SBCSELPA shall be solely responsible for its duties, liabilities and obligations and the duties, liabilities and obligations of the Administrative Unit when it is acting on behalf of the SBCSELPA. They shall not be the duties, liabilities or obligations of the parties hereto.

11. AUTHORITY AND RESPONSIBILITIES OF THE PARTIES

Each LEA shall cooperate with the SBCSELPA and its JPA Board in their development of the Local Plan and in the JPA Board's review and approval of revisions to said Plan.

12. DUTIES OF THE SUPERINTENDENTS

The Superintendents of the LEAs named as parties to this Agreement shall serve as the LEA's representative to the Joint Powers Agency. The LEA Superintendents' shall select the members of the SBCSELPA JPA Board in accordance with Section 4 of this Agreement and shall serve as an advisory body to the SBCSELPA JPA Board.

13. SPECIAL EDUCATION ADMINISTRATORS

Each LEA operating special education programs shall designate a special education administrator from among its staff to act as the primary contact person for the district or county with the SBCSELPA.

14. **RESPONSIBILITY FOR PROVISION OF SERVICES**

Entities responsible for providing services and/or programs to individuals with exceptional needs are specified in the SBCSELPA Policies and Procedures. At any time, recommendations for changes in the delivery system may be developed by SBCSELPA Director and submitted to the JPA Board for approval.

15. **COMMUNITY ADVISORY COMMITTEE**

A Community Advisory Committee shall be established. The Community Advisory Committee shall advise the SBCSELPA Board in accordance with policies and procedures approved by the SBCSELPA JPA Board.

16. **BONDING PERSONS HAVING ACCESS TO PROPERTY**

The public officers or persons who have charge of, handle, or have access to any property of the SBCSELPA shall be the SBCSELPA Director and any other officers or persons to be designated or empowered by the SBCSELPA JPA Board. Each such officer or person shall be required to file an official bond with the Administrative Unit in the amount of Fifty Thousand dollars (\$50,000) or in such other amount as may be established by the SBCSELPA JPA Board. Should the existing bond or bonds of any such officer or person be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bond or bonds attributable to the coverage required herein shall be appropriate expenses of the SBCSELPA.

17. **DISTRIBUTION OF LIABILITY**

The SBCSELPA is a joint powers agency and its members are jointly and severally liable, to the extent provided in Government Code Section 895.2, for the negligent or wrongful acts of the SBCSELPA and one another occurring in the performance of this Agreement. Each party hereto agrees to indemnify and hold the other parties harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party or its employees. Where the SBCSELPA or its employees are held liable for injuries to persons or property, each party's liability for contribution or indemnity for such injuries shall be determined by multiplying the judgment recovered or settlement paid by a percentage equal to the party's average daily attendance for the previous school year, using the figures for average daily attendance shown on the California Department of Education Annual Report of Attendance Forms J-18/19. In the event of liability imposed upon any entity created by this Agreement, for injury which is caused by

the negligent or wrongful act or omission of any of the parties in the performance of this Agreement, the contribution of the party or parties not directly responsible for the negligent or wrongful act or omission shall be limited to One Hundred Dollars (\$100.00). The party or parties directly responsible for the negligent or wrongful acts or omission shall indemnify, defend, and hold all other parties harmless from any liability for personal injury or property damage arising out of the performance of this Agreement.

18. INSURANCE

Each party shall obtain public liability, property damage and worker's compensation insurance sufficient so that it may meet its potential liabilities hereunder. The Administrative Unit shall insure itself. The SBCSELPA JPA Board shall obtain public liability, property damage and worker's compensation insurance sufficient to insure itself from loss, liability or claims arising out of or in any way connected with this Agreement.

19. LIMITATIONS

It is understood and agreed that the Local Plan hereunder shall not exceed any applicable enrollment and service limitations.

If any party to this Agreement exceeds the funding allocations specified in the annual budget plan approved by the SBCSELPA as specified in Section 9 above, the resultant costs of such excess shall be borne by the LEA that exceeded such allocation.

20. TERM

This Agreement becomes effective on the date of final approval of the SBCSELPA JPA Agreement, provided it has been approved by all parties choosing to participate, and it shall continue in effect until a majority of the participating parties have terminated membership in the manner provided by Section 21 of this Agreement.

21. TERMINATION OF MEMBERSHIP

A party may resign from membership in the SBCSELPA by notifying the SELPA JPA Board and the Superintendent of the County Schools Office in writing of its intention to do so at least one year prior to the proposed date of its resignation, as required by Education Code Section 56195.3 (b).

22. AMENDMENT

This Agreement may be amended, altered or supplemented at any time by a two-thirds vote of the participating district boards.

23. DISPOSITION OF PROPERTY AND FUNDS UPON TERMINATION

¹Upon termination, the property and funds of the SBCSELPA shall be distributed as follows:

a. All property and funds shall be transferred to the new agency operating system.

b. If no new agency exists, all property shall be distributed pursuant to an agreement reached by all parties to this Agreement at that time. If said parties cannot agree on distribution, said property shall, to the extent possible, be sold for cash, and said cash and the remaining unsaleable property shall be distributed to each of the parties in accordance with the respective contributions of each party to the cost of said property.

c. After payment of all costs, expenses and charges incurred under the agreement, ¹any monies in the possession of the SBCSELPA shall be returned to the parties in proportion to contributions made.

24. PARTIAL INVALIDITY

If any one or more of the terms, provisions, sections, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, promises, provisions, sections, covenants and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

25. ¹ADOPTION AND EXECUTION

Each participating LEA shall become a party to this Agreement by virtue of its governing board's approval of the SBCSELPA JPA Agreement. Thereafter, this agreement may be executed by each party on a separate copy thereof with the same force and effect as though all parties had executed a single original copy. The collection of such separately executed copies shall be treated as a single copy executed by all parties. Each party shall promptly transmit an executed copy of this document to the Administrative Unit.

**JOINT EXERCISE OF POWERS AGREEMENT
SANTA BARBARA COUNTY SPECIAL EDUCATION LOCAL PLAN AREA**

The parties listed in Section 1 below mutually agree and promise as set forth in this Joint Powers Agreement:

1. PARTIES

The Boards of Education of

Ballard School District
Blochman Union School District
Buellton Union School District
Carpinteria Unified School District
Cold Spring School District
College School District
Cuyama Joint Union School District
Family Partnership Charter School
Goleta Union School District
Guadalupe Union School District
Hope School District
Lompoc Unified School District
Los Olivos School District
Manzanita Public Charter School
Montecito Union School District
Orcutt Union School District
Santa Barbara Charter School
Santa Barbara Unified School District
Santa Maria Joint Union High School District
Santa Maria-Bonita School District
Santa Ynez Valley Union High School District
Solvang School District
Vista Del Mar Union School District
Santa Barbara County Education Office

26. SUCCESSORS

This Agreement shall be binding upon, and ensure to the benefit of, the successors of the parties.

IN WITNESS OF, the parties hereto have caused this Agreement to be duly executed by their authorized officers as set forth below.

On this _____ day of _____, 20____.

_____ SCHOOL DISTRICT

BY: _____

(Typed or Printed Name)

Title: _____

Date Approved by Board: _____



ORCUTT UNION SCHOOL DISTRICT

REQUEST FOR ACCEPTANCE OF GIFT

SCHOOL: Pine Grove

Date: 11/30/17

DONOR: Name: Rancho Laguna Farms

Address: PO Box 6617, Santa Maria, CA. 93456

Phone No. 805-925-7805

GIFT: Item Donated _____ or Cash Donation \$2340.00

(Fill in if money is donated)

Designated for: Installation of Water Bottle Filling Station at Pine Grove

General Description: _____

Model No.: _____ Condition: 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? Installation of water bottle filling station.

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): Julie Payne

Acceptance Approved By (Administrator): Walter Con

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: Pine Grove Date: 11/30/17

DONOR: Name: Betteravia Farms LLC
Address: 1850 W. Stowell, Santa Maria, CA. 93458
Phone No. _____

GIFT: Item Donated _____ or Cash Donation \$ 1170.00
(Fill in if money is donated)
Designated for: Installation of Water Bottle Filling Station at Pine Grove
General Description: _____
Model No.: _____ Condition: 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? Installation of water bottle filling station.
- 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): Julie Payne
Acceptance Approved By (Administrator): Walter Con

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: Pine Grove Date: 11/30/17

DONOR: Name: Bonita Packing Company, Inc
Address: 1850 W. Stowell, Santa Maria, CA. 93458
Phone No. _____

GIFT: Item Donated _____ or Cash Donation \$ 1170.00
(Fill in if money is donated)
Designated for: Installation of Water Bottle Filling Station at Pine Grove
General Description: _____
Model No.: _____ Condition: 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? Installation of water bottle filling station.
- 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): Julie Payne
Acceptance Approved By (Administrator): Walter Con
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.)



SUPERINDENTENT MEMORANDUM

TO: Board of Trustees

FROM: Deborah Blow, Ed.D.

BOARD MEETING DATE: December 13, 2017

BOARD AGENDA ITEM: Measure G Citizens Oversight Committee

BACKGROUND: On November 8, 2017, voters residing within the Orcutt Union School District passed Measure G. Measure G is a \$60,000,000 bond measure that authorizes funding for needed repairs, upgrades, and new construction projects to the District's schools. Proposition 39 requirements were met with the required 55%. After a bond authorized under Proposition 39 is passed, State law requires that Orcutt Union School District Board of Trustees appoint an Independent Citizens Oversight Committee to work with the District.

This application will bring the committee to eight (8) members.

RECOMMENDATION: It is recommended that the Board of Trustees approve the attached application for the Measure G Citizens Oversight Committee as submitted.

FUNDING: N/A

**ORCUTT UNIFIED SCHOOL DISTRICT
APPLICATION FOR INDEPENDENT CITIZENS' OVERSIGHT COMMITTEE**

(Please Print or Type)

Name: Mark Huerth

Address: 4184 Ridgecrest St, Orcutt, CA 93455

Home Phone: 805.934.3336 Work Phone: 805.720.2634

FAX #: _____ E-Mail: markandnat03@msn.com

Why do you want to serve on the Measure G Independent Citizens' Oversight Committee?

Presently retired. have 10 grandchildren 9 of them will be attending Orcutt schools In the future and I was a board member for OCAF for many years. My three children went through the orcutt system. My connection with the district is shown above. What a fantastic district if i could help with my time to make sure Measure G funds are used correctly i would be glad to help our children.

Do you have any special area of expertise or experience that you think would be helpful to the committee?

At this time i'm on the Santa Barbara County Grand Jury 2nd year of a two year term which expires July 2017.
OCAF board member for years.
Retired Federal Law Enforcement Part of this job was Investigations
Speaker Coordinater for the Grand Jury

If you have served on other school district, city or community committees please list and briefly describe your role:

Board member of OCAF
Board member of the Santa Maria Valley Discovery Museum
Past President of Orcutt American Little League - 600 players / board of twelve
Santa Barbara County Grand Jury - investagations / research / report writing / speaking engagements

I would be able to represent the following constituencies in the District: (check all that apply)

- Business Representative** - Active in a business organization representing local business
Organization: _____
- Senior Citizen Group Representative** - Active member in a senior citizens' organization.
Organization: _____
- Taxpayer Organization Member** - Active in a bona fide taxpayers' association.
Organization: _____
- Parent or Guardian of Child Enrolled in District.**
Child's Name and School: _____
Child's Name and School: _____
- Parent /Guardian of Child Enrolled in District & Active in a Parent-Teacher Organization**
Child's Name and School: _____
Child's Name and School: _____
Organization: _____
- At-Large Community Member** – Resident of the Orcutt Unified School District.
Name: Mark Huerth
Name: _____

Please note any additional information you feel should be considered as part of your application:

1. Are you an employee of the District?*
2. Are you a vendor, contractor, or consultant to the school district?*
3. Do you have conflicts that would preclude your attending quarterly meetings?
4. Do you know of any reason, such as a potential conflict of interest, which would adversely affect your ability to serve on the Independent Citizens' Oversight Committee?*
5. Are you willing to comply with the ethics code included in the bylaws?

YES	NO
	x
	x
	x
	X
x	

(*Employees, vendors, contractors, and consultants of the Orcutt Unified School District are prohibited by law from being members of the Citizens' Oversight Committee. Employment which could result in becoming a contractor or subcontractor to the district would also be a potential conflict.)

Signature of Applicant

All answers and statements in this document are true and complete to the best of my knowledge.

Signature _____ Date 11-6-17

Completed applications must be received at
Orcutt Unified School District
500 Dyer Street, Orcutt, CA 93455


no later than at 4:30 pm, Nov. 6, 2017. If you have any questions, please call Orcutt Unified School District at **805.938.8900**.

It is the policy of the Orcutt Unified School District not to unlawfully discriminate on the basis of sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, color, religion, marital status, age or mental or physical disability in the educational programs or activities which it operates.



BUSINESS SERVICES MEMORANDUM

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

FROM:  Walter Con, Assistant Superintendent, Business Services
Sandy Knight, Director, Fiscal Services

BOARD MEETING DATE: December 13, 2017

BOARD AGENDA ITEM: First Interim Report, 2017-18

BACKGROUND: The First Interim Report is predicated upon the State's adopted budget which was signed by the Governor June 2017 along with the majority of the accompanying trailer bills.

We use the California School Services dashboard assumptions along with the FCMAT Calculator, which are a starting point for current and future year's fiscal assumptions. This (5) year multi-year budget projection maintains a minimum 3% reserve for Economic Uncertainties, while meeting all other fiscal obligations of our District.

Please refer to the budget narrative for more detailed information.

RECOMMENDATION: It is recommended that the Board of Trustees approve the First Interim Report with a Positive Certification for 2017/2018.

FUNDING: All Funds



BUSINESS SERVICES MEMORANDUM

TO: Board of Trustees
Debbie Blow, Superintendent

FROM: Walter Con
Assistant Superintendent, Business Services

BOARD MEETING DATE: December 13, 2017

BOARD AGENDA ITEM: 2017/18 Resolution No. 8 Delegation of Authority to District Staff

BACKGROUND: In order to proceed with normal District business, the Board must annually delegate which staff members may request expenditures, sign contracts and receive warrants.

RECOMMENDATION: It is recommended that the Board of Trustees approve the delegation of authority as submitted.

FUNDING: None

Authorized Signatures
District Personnel Approved by the Superintendent or his/her Designee
for Release of Commercial and Payroll Warrants

District: Orcutt Union School District

Signature <i>Nicola Draper</i>	<input type="checkbox"/> Commercial Warrants	<input checked="" type="checkbox"/> Payroll Warrants
Typed Name/Title Nicola Draper, Senior Payroll Technician		

Signature	<input type="checkbox"/> Commercial Warrants	<input type="checkbox"/> Payroll Warrants
Typed Name/Title		

Signature	<input type="checkbox"/> Commercial Warrants	<input type="checkbox"/> Payroll Warrants
Typed Name/Title		

Signature	<input type="checkbox"/> Commercial Warrants	<input type="checkbox"/> Payroll Warrants
Typed Name/Title		

Signature	<input type="checkbox"/> Commercial Warrants	<input type="checkbox"/> Payroll Warrants
Typed Name/Title		

Signature	<input type="checkbox"/> Commercial Warrants	<input type="checkbox"/> Payroll Warrants
Typed Name/Title		

I certify that the names and signatures above are authorized district personnel who may pick up warrants on behalf of our district.

_____ Signature Superintendent or his/her Designee	_____ Date
---	---------------

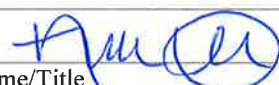
Authorized Signatures
District Personnel Approved by the Superintendent or his/her Designee
for Release of Commercial and Payroll Warrants


District: Orcutt Union School District

Signature	<input checked="" type="checkbox"/> Commercial Warrants	<input checked="" type="checkbox"/> Payroll Warrants
Typed Name/Title Deborah L. Blow, Superintendent		

Signature	<input checked="" type="checkbox"/> Commercial Warrants	<input checked="" type="checkbox"/> Payroll Warrants
Typed Name/Title Walter J. Con, Assistant Superintendent, Business Svcs.		

Signature	<input checked="" type="checkbox"/> Commercial Warrants	<input checked="" type="checkbox"/> Payroll Warrants
Typed Name/Title Sandy Knight, Director, Fiscal Services		

Signature 	<input checked="" type="checkbox"/> Commercial Warrants	<input type="checkbox"/> Payroll Warrants
Typed Name/Title Anna Orca, Senior Accounting Technician		

Signature 	<input checked="" type="checkbox"/> Commercial Warrants	<input type="checkbox"/> Payroll Warrants
Typed Name/Title Amy Lewton, Accounting Technician		

Signature 	<input type="checkbox"/> Commercial Warrants	<input checked="" type="checkbox"/> Payroll Warrants
Typed Name/Title Zina Chavez, Senior Payroll Technician		

I certify that the names and signatures above are authorized district personnel who may pick up warrants on behalf of our district.

_____ Signature Superintendent or his/her Designee	_____ Date
---	---------------

Authorized Signatures
District Personnel Approved by the Board to Act as District Agents

District: Orcutt Union School District

Signature	<input checked="" type="checkbox"/> Vendor Prelists	<input checked="" type="checkbox"/> Contracts	<input checked="" type="checkbox"/> Payroll Prelists
Typed Name/Title Walter J. Con, Assistant Superintendent, Business Services			

Signature	<input checked="" type="checkbox"/> Vendor Prelists	<input checked="" type="checkbox"/> Contracts	<input checked="" type="checkbox"/> Payroll Prelists
Typed Name/Title Sandy Knight, Director, Fiscal Services			

Signature	<input checked="" type="checkbox"/> Vendor Prelists	<input checked="" type="checkbox"/> Contracts	<input checked="" type="checkbox"/> Payroll Prelists
Typed Name/Title Deborah L. Blow, Superintendent			

Signature	<input type="checkbox"/> Vendor Prelists	<input type="checkbox"/> Contracts	<input type="checkbox"/> Payroll Prelists
Typed Name/Title			

Signature	<input type="checkbox"/> Vendor Prelists	<input type="checkbox"/> Contracts	<input type="checkbox"/> Payroll Prelists
Typed Name/Title			

Signature	<input type="checkbox"/> Vendor Prelists	<input type="checkbox"/> Contracts	<input type="checkbox"/> Payroll Prelists
Typed Name/Title			

Signature	<input type="checkbox"/> Vendor Prelists	<input type="checkbox"/> Contracts	<input type="checkbox"/> Payroll Prelists
Typed Name/Title			

I certify that the signatures shown on this page are the verified signatures of district personnel approved by the board to act as agents of the governing board.

<hr style="width: 80%; margin: 0 auto;"/> <p>Board President/Secretary</p>	<hr style="width: 80%; margin: 0 auto;"/> <p>Date</p>
--	---

K-12 Reference: Ed. Code § 42632, 42633, 17604
 Community College Reference: Ed. Code § 85232, 85233, 81655

**Resolution of the Governing Board
Delegation of Governing Board Powers/Duties
Authority to make cash and budget transfers**

District: Orcutt Union School District

Whereas, Education Code Section 35161 provides that “The governing board of any school district may execute any powers delegated by law to it or to the district of which it is the governing board, and shall discharge any duty imposed by law upon it or upon the district of which it is the governing board...;” and .

Whereas, Education Code Section 35161 further provides that the governing board “...may delegate to an officer or employee of the district any of those powers or duties. The governing board, however, retains ultimate responsibility over the performance of those powers or duties so delegated;” and

Whereas, the governing board of the Orcutt Union School District recognizes that, while the authority provided in Education Code Section 35161 authorizes the board to delegate any of its powers and duties, the governing board retains the ultimate responsibility over the performance of those powers and duties; and

Whereas, the governing board further recognizes that where other Education Code provisions authorize a delegation of authority for a specific purpose, but impose restrictions on such delegated authority, these restrictions must be observed;

Now, Therefore, Be It Resolved that, in accordance with the authority provided in Education Code Section 35161, the governing board of the Orcutt Union School District hereby delegates to the following officers or employees of the district, the authority to make cash and budget transfers between and within district funds as necessary for the payment of obligations of the district effective from the date this resolution is passed through the year-end accrual phase without submitting the transfers as part of a specific board resolution.

Walter J. Con, Assistant Superintendent, Business Sevices
Authorized District Employee/Officer

Sandy Knight, Director, Fiscal Services
Authorized District Employee/Officer

Authorized District Employee/Officer

Authorized District Employee/Officer

Passed and Adopted this 13th day of December, 2017 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Reference: Ed. Code § 35161

_____ Board President/Secretary	_____ Date
------------------------------------	---------------



BUSINESS SERVICES MEMORANDUM

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

FROM: Walter Con
Assistant Superintendent, Business Services

BOARD MEETING DATE: December 13, 2017

BOARD AGENDA ITEM: Key Analytics Specialized Facility Planning – Eligibility and State Funding Agreement

BACKGROUND: As we move forward with the Bond, the district would like to explore the options for additional state funding. Proposition 51 has funding for school districts and more so for charter schools. The next step for the district would be to contract with a firm that specializes in facility planning, eligibility, and state funding.

The purpose of a Specialized Facility Planning firm is vital to ensure the maximization of state funding options. The specialized facility planning firm will calculate eligible grant units for new construction and school-by-school modernization. They submit state forms and prepare applications for each project. The firm will work with the architect and construction management team to file requests, revise applications, prepare and coordinate the release of State funding amounts after each project. The firm serves as the district liaison with the Office of Public School Construction (OPSC) and the California Department of Education (CDE.) They will monitor all submissions from start to finish making sure that guidelines are followed to meet funding approval.

The district contacted three (3) different firms. All three firms were very qualified and experienced in acquiring additional state funds for school districts. However, Betty Hanson, with Key Analytics, a division of California Financial Services, came highly recommended by SVA Architects. SVA Architects has worked with Ms. Hanson, and they have had a very positive working relationship. Ms. Hanson also assisted Bear Valley School District, Walter Con's previous school district and she was able to acquire \$4.2 million in state funding. Betty Hanson has a proven track record and is very well respected by the OPSC and the CDE.

There are two services provided in the attached proposed contract with Key Analytics. The first is to analyze and establish the district's eligibility for matching state funds. This involves an analysis of the age of our buildings, what previous modernizations have occurred, enrollment and other components for each school site. The cost is \$1,500 base plus \$500 per site for a total cost of \$6,000. The second service is the completion of the funding applications which would occur after eligibility is established and commence during building design. The cost per application is a minimum of \$5,000 or 2% of whatever matching state funds are generated. It is safe to assume that for every eligible site, there would be a separate funding application. The district believes Key Analytics to be a firm with high integrity and a firm that will assist the district in acquiring additional funds to meet our facility needs.

RECOMMENDATION:

It is recommended that the Board of Trustees authorize staff to enter into an agreement with Key Analytics, a division of California Financial Services.

FUNDING:

Measure G Bond Funds



a division of
CALIFORNIA FINANCIAL SERVICES

September 25, 2017

Walter Con
Assistant Superintendent of Business Services
Orcutt Union School District
500 Dyer Street,
Orcutt, CA 93455

RE: Proposal/Agreement for Specialized Facility Planning – Eligibility and State Funding
Orcutt Union School District

Dear Mr. Con:

This is to follow up on our phone conversation regarding your request for a proposal/agreement to provide facility planning services to update eligibility and obtain funding for modernization and possibly new construction for the Orcutt Union School District. The attached proposal/agreement will assist the District in researching and preparing documents needed to determine and obtain available grants for modernization funding for eligible schools and possible new construction funding for addition/replacement projects.

Please call me at (323) 363-1651 if you have any questions about the attached proposal/agreement. We look forward to working with you once again. Thank you for considering KeyAnalytics in your District's facility planning efforts.

Sincerely,

Betty Hanson, Ed. D.

Enc.

555 Corporate Dr., Suite 100
Ladera Ranch, CA 92694
(323) 363-1651

PROPOSAL FOR FACILITY PLANNING AND ELIGIBILITY SERVICES

The Orcutt Union School District is planning the implementation of its facility master plan and is seeking to update eligibility for state funding from State Bond funds to help meet its facility needs. KeyAnalytics has specialized expertise in working with districts to establish eligibility for modernization and new construction projects and obtaining State funding for eligible projects. The following services will be provided to assist the District the implementation of its facility master plan:

I. PHASE I – ELIGIBILITY FOR MODERNIZATION AND NEW CONSTRUCTION

- A. **STRATEGIC PLANNING** - In coordination with the DISTRICT staff, determine strategies to obtain maximum and highest priority funding from the State School Facility Program bond funds as it relates to the eligibility for funding applications;
- B. **ENROLLMENT PROJECTIONS** –Calculate the five year enrollment projections utilizing the State standard cohort survival method based on the latest and three previous CBEDS and special education data to maximize new construction eligibility. Incorporate new housing development based on tentative tract maps that have city/county approval provided by District;
- C. **CALCULATE ELIGIBILITY** – Based on site maps of the District’s schools, years of construction, and square footages of facilities, determine the existing capacity at each school site. Calculate eligible grant units for district-wide new construction, and school-by-school modernization. Submit the SAB 50-01 Enrollment Certification/Projection (if new construction eligibility increases), and the 50-03 Eligibility Determination document(s) for modernization projects under the School Facility Program based on Proposition 51 State Bond provisions. Prepare documents required for submittal to the State for review and approval.
- D. **VALIDATION OF ELIGIBILITY** – If State requires site visits, assist staff in scheduling and reviewing documents with State agents while walking the sites.

II. PHASE I -COMPENSATION TO CONSULTANT FOR SPECIALIZED FACILITY PLANNING AND STATE FUNDING SERVICES

- A. The DISTRICT agrees to pay and CONSULTANT agrees to receive as full compensation for the rendering of *Specialized Facilities Planning and State Funding Services*, as described in Section I above, the following payment schedule:
 - 1. A fee equal to \$1,500 is due annually for the preparation of eligibility determination documents for new construction funding.
 - 2. A fee of \$500 per site is due for updating baseline eligibility for modernization facility funding.

III. SPECIALIZED FACILITY PLANNING AND STATE FUNDING SERVICES

- A. **CALIFORNIA DEPARTMENT OF EDUCATION (CDE) PLAN APPROVAL:** In conjunction with the assigned architect, prepare SFPD 4.07 or 4.08 Educational Specification Summary for New Construction, and Modernization projects (collectively,

the “SFP Funding Amounts”) , including coordinating submittal of plans to the CDE for review and approval. CDE plan approval is required as part of the funding application for modernization and new construction.

- B. PREPARE SFP FUNDING APPLICATIONS:** Prepare applications (SAB 50-04 Application for Funding) for each of the DISTRICT’s eligible Modernization and New Construction projects when working drawings are completed. Coordinate with the architect(s) and construction management team to file requests for any excess funding or facility hardship categories, including ADA and Fire Life Safety, which are eligible under the School Facility Program (“SFP”). Coordinate with architect(s) and construction management team to ensure the 60 percent commensurate rule established by the Office of Public School Construction (“OPSC”) is met for funding approval.
- C. APPLICATION REVISIONS:** Revise and/or update applications based on changes to the DISTRICT’s eligibility and/or SFP regulatory changes related to future statewide school bond issuances.

The CONSULTANT’s identification of the DISTRICT’s eligibility should not be construed a recommendation of specific projects. The DISTRICT shall be solely responsible for selecting and prioritizing projects to be included in the SFP Funding applications.

- D. FUND RELEASE:** Coordinate with DISTRICT staff, construction manager, and architect to prepare for release of State SFP Funding amounts after each project has been apportioned including compliance with prequalification of contractors, bidding, construction contract, and Labor Compliance requirements.
- E. STATE LIAISON:** Serve as a liaison with the OPSC and the CDE needed to monitor and facilitate the:
1. Processing of preliminary and final plan approval;
 2. State eligibility documents and applications for approval by the State Allocation Board (“SAB”) and subsequent apportionments of the State SFP Funding Amounts;
 3. Monitor the application submittals to OPSC and SAB for final apportionment approval; and
 4. Respond to the 15-day and 4-day letters initiated by OPSC through the processing of the funding application.
- F. OTHER PLANNING SERVICES:** Provide assistance to DISTRICT regarding other potential funding opportunities for other facility related projects upon request.

IV. COMPENSATION TO STATE CONSULTANT FOR SPECIALIZED FACILITY PLANNING AND STATE FUNDING SERVICES

- A. The DISTRICT agrees to pay and the CONSULTANT agrees to receive as full compensation for the rendering of the *Specialized Facilities Planning and State*

Funding Services, as described in Section III above, the following payment amounts and schedule:

- a. A fee equal of two (2) percent of the SAB apportionment for each project SFP Funding Amount is due in two phases to the STATE CONSULTANT for providing all of the services set forth in Section III, Items A through F above;
- b. The first phase of the fee totals **\$5,000** per project application, and is due upon submittal of the funding application to the OPSC; and
- c. The balance of the two percent fee is due upon the SAB action to apportion the SFP Funding amount to the DISTRICT.
- d. Such fee is due 30-days after completion of the services and submission of an invoice by the STATE CONSULTANT.

V. EDUCATIONAL SPECIFICATION FOR NEW SCHOOLS OR FACILITY REPLACEMENT

If more than 50 percent of the portable/permanent classrooms are removed and replaced at a specific school (including portable classrooms), a **full** educational specification is required as a condition for CDE plan approval and State funding. When needed, the CONSULTANT will provide the following additional educational specification services which may be needed for the DISTRICT's schools depending on the planned scope of work.

A. PREPARATION OF FULL EDUCATIONAL SPECIFICATION DOCUMENT: In coordination with the DISTRICT and school site staff, architect, and construction management team, develop a narrative of the components of the educational specifications needed to obtain CDE plan approval for eligible State Funding including:

1. Development of Educational Specifications for replacement of more than 50 percent of classrooms at a school.
2. Preparing DISTRICT Board agenda items needed for adoption of the EDUCATIONAL SPECIFICATIONS as required by CDE; and
3. Monitoring the approval process with CDE for issuance of final plan approval letter.

B. The DISTRICT agrees to pay and the STATE CONSULTANT agrees to receive as full compensation for the rendering of the *Educational Specifications for New Schools or Facility Replacement Services*, as described in Section V above, the following payment amount and schedule:

1. When applicable, a fee equal to **\$5,000** per site for the coordination and development of the *educational specifications* when required for a new school or replacement school; and
2. Such fee is due 30-days after completion of the services and submission of an invoice by the STATE CONSULTANT.

VI. Other Terms

- a. **Term of the AGREEMENT** - The initial term of this AGREEMENT shall be five (5) years commencing on the date of signing hereof and is renewable per DISTRICT request for an additional five (5) years.
- b. The DISTRICT may, at its sole discretion, contract for additional CONSULTANT services related to but not included in the services described herein at a rate of \$250 per hour which shall be subject to the terms of this AGREEMENT or, alternatively, by separate written contract;
- c. For projects described above, the CONSULTANT shall be reimbursed for out-of-pocket expenses, which include travel expenses, charges for outside services specifically requested by the DISTRICT, filing fees, printing charges and other like expenditures -- provided that any individual expense exceeding \$500.00 shall have the prior written approval, including email confirmation, of a DISTRICT REPRESENTATIVE. The CONSULTANT shall be reimbursed for such expenses within 30 days of submitting an itemized statement therefore. Notwithstanding the foregoing provisions, should the contemplated proceedings be abandoned or discontinued for any reason and the financing is not completed, the CONSULTANT shall be reimbursed by the DISTRICT for out-of-pocket expenses upon submission of an itemized statement therefore. These costs shall be billed no more frequently than monthly, if incurred, and shall be payable within thirty (30) days; and
- d. Should any payment hereunder remain unpaid 120 days after it is invoiced and is due and payable, the DISTRICT shall pay the CONSULTANT a late payment fee, determined monthly, equal to 1% of the unpaid balance until all amounts are paid.

VII. OTHER MATTERS

- A. **Severability** - Should any portion of the AGREEMENT be invalidated through legal proceedings, the remaining portions of the AGREEMENT shall remain valid and binding upon both parties.
- B. **Sub-consultants** - The CONSULTANT may utilize inputs and data provided by the DISTRICT, DISTRICT consultants or consultants retained by the CONSULTANT without or at the direction of the DISTRICT. The CONSULTANT agrees that all payments to such sub-consultants shall be the sole responsibility of the CONSULTANT but only to the extent of payments received from the DISTRICT for such services.
- C. **Independent Contractor Status** - CONSULTANT and any and all agents and employees of CONSULTANT shall perform the services pursuant to this AGREEMENT as an independent contractor, not as officers, employees or agents of the DISTRICT. In providing services under this AGREEMENT, the CONSULTANT shall maintain a professional working relationship with the DISTRICT.
- D. **Indemnity** - CONSULTANT shall indemnify, defend and save the DISTRICT, its Board of Trustees, officers, agents, and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in

court action with or in any manner arising out of CONSULTANT'S performance of or failure to perform any of the duties contemplated by this AGREEMENT, unless such failure was caused in whole or in part by a negligent act or omission of DISTRICT. DISTRICT shall indemnify and hold CONSULTANT its officers, agents and employees harmless from any and all actions or omissions to act which are the responsibility, in whole or in part, of DISTRICT. The obligation to indemnify and hold a party harmless as set forth herein shall include payment of any and all attorneys' fees and other expenses which are the subject of such agreement to indemnify and hold harmless, in addition to any damages actually incurred.

- E. **Taxes** - CONSULTANT shall be liable and solely responsible for paying all required taxes, including, but not limited to, federal and state income taxes and social security taxes, on all amounts payable to CONSULTANT. All payments to the CONSULTANT shall be reported to the appropriate State and Federal tax authorities as required.
- F. **Amendment** - This agreement cannot be changed or supplemented orally and may be modified or suspended only by written instrument executed by all parties.
- G. **Compliance with Law** - While performing the services contemplated by this AGREEMENT, CONSULTANT and DISTRICT agree to comply with all applicable laws and regulations.
- H. **Work Records** - All written work products generated by CONSULTANT, shall be deemed to be the mutual property of the DISTRICT and the CONSULTANT. The DISTRICT's right to documents produced by CONSULTANT pursuant to this AGREEMENT shall be limited to read only copies of the work performed and shall not include any ownership interest, license or possession of any spreadsheets, databases, computer models or data files utilized in preparing the materials.
- I. **Entire Agreement** - This AGREEMENT constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral relating to the services to be provided in the AGREEMENT. Prior agreements not directly related to the service to be provided in this AGREEMENT shall remain in full force and effect.
- J. **Successors Permitted, Assignment** - This agreement shall remain valid and binding upon a successor DISTRICT or CONSULANT in the event that either entity is merged, unified, divided or formed as a successor to either of the two parties to this AGREEMENT.
- K. **Execution of the AGREEMENT in Counterparts** - This AGREEMENT may be executed in counterparts each of which shall be an original. Electronic signatures may be provided to this AGREEMENT or any amendment thereto consistent with the provisions of the California Uniform Electronic Transactions Act.
- L. **Term of the AGREEMENT** - The initial term of this AGREEMENT shall be five (5) years commencing on the date of signing hereof.
- M. **Renewal of the AGREEMENT** - At the expiration of the initial term, this AGREEMENT shall automatically renew on a month-to-month basis unless otherwise terminated or extended for a longer term by the mutual consent of the parties. Any renewal shall be considered an extension of the original agreement for the purposes of calculating fees. Failure to renew the AGREEMENT shall not result in a reduction, cancellation or termination of any fees which have been earned by, but not yet paid to CONSULTANT during the term of the AGREEMENT, and all such fees shall remain payable pursuant to the AGREEMENT's provisions regarding CONSULTANT's fees for services provided under this AGREEMENT.

- N. **Termination of the AGREEMENT** - This AGREEMENT may be terminated by either party, with or without cause, upon thirty days written notice of either the DISTRICT REPRESENTATIVE or the CONSULTANT. In the case of a termination by the DISTRICT, all fees that are owed by the DISTRICT, including pending Revenue Generation Services for projects pending funding, including funding with the State School Facilities Program, remain payable to CONSULTANT.
1. **Fees Due on Termination for State Funding Applications:** If termination of this AGREEMENT occurs after eligibility has been calculated and funding sources identified but prior to the filing of applications for one or more projects, a fee of \$4,500 per project identified in the eligibility analysis shall be paid to the CONSULTANT by the DISTRICT. This fee is in addition to any other amounts due under the AGREEMENT for work completed prior to the termination date.
- O. **Fee Disputes** – The parties agree to work cooperatively to resolve any, if any fee, disputes that arise during the term of this contract. Should such efforts fail to resolve any dispute(s), the parties agree that any legal costs incurred to enforce the terms of this agreement shall be recoverable by the prevailing party.
- P. **Notices** -- Except for invoices submitted by CONSULTANT, all notices or other communications to either party by the other shall be deemed given when made in writing and delivered, mailed or send by electronic transmission to such party at their respective addresses as follows:

If to DISTRICT:

Walter Con
Assistant Superintendent, Business Services
Orcutt Union School District
500 Dyer Street, Orcutt, CA 93455
805-938-8916
wcon@orcutt-schools.net

If to CONSULTANT:

Mark Epstein
Managing Director
KeyAnalytics
412 Humboldt Street
Santa Rosa, CA 95404
Phone: (707) 544-7800
mepstein@calschools.com

All notices shall be effective immediately upon personal delivery or electronic transmission; or on the first business day after delivery to an overnight delivery service, or on the third business day if mailed, postage prepaid.

VIII. DISPUTE RESOLUTION

DISTRICT and CONSULTANT shall use good faith efforts to resolve all disputes informally through direct discussions between the DISTRICT REPRESENTATIVE and a representative of CONSULTANT to be appointed by CONSULTANT for this purpose.

555 Corporate Dr., Suite 100
Ladera Ranch, CA 92694
(323) 363-1651

If the parties cannot resolve their dispute by direct consultation, the dispute shall be referred to mediation through the offices of Judicial Arbitration and Mediation Services (JAMS) at the JAMS office which is geographically most closely located to the chief administrative office of DISTRICT. The parties shall jointly attempt to agree on a mediator from a list of mediators provided by JAMS, but if they cannot so agree, they shall request that JAMS provide the parties with a list of potential mediators containing an odd number of not less than five, and DISTRICT and CONSULTANT shall alternatively strike one name from the list with the last remaining name deemed to be the mediator selected by the parties.

If the dispute is not resolved in mediation, the matter shall then be submitted to binding arbitration through JAMS and such arbitration shall be conducted pursuant to the JAMS Streamlined Arbitration Rules & Procedures. Nothing contained herein shall limit either party from seeking injunctive or equitable relief from a court of competent jurisdiction, provided that such injunctive or equitable relief shall be solely in addition to, and not in substitution for the dispute resolution process otherwise provided herein. The prevailing party in any arbitration or litigation procedure shall be entitled, in addition to any other relief to an award of reasonable attorney's fees incurred.

IN WITNESS WHEREOF, the DISTRICT has caused this AGREEMENT to be properly executed and the CONSULTANT has caused this AGREEMENT to be properly executed, as of the date set forth below.

Orcutt Union School District

By: _____ Date: _____
Walter Con
Assistant Superintendent of Business Services

**KEY ANALYTICS
A California Corporation**

By: _____ Date: _____
R Mark Epstein
Managing Director



Southern California Offices
South Orange County (949) 282-1077

Northern California Offices
Roseville (916) 780-7800
Santa Rosa (707) 544-7800

Proposal to Orcutt Union School District for CFS' KEYANALYTICS Services Using the CFS INTERNETACCESS Platform

November 7, 2017

KeyAnalytics is pleased to propose to the Orcutt Union School District assistance in developing, implementing, and managing a comprehensive **Capital Facilities Financial Management and Reporting System** using its **CFS InternetAccess** platform for the District's **Measure G** School Funding Program. The KeyAnalytics platform is designed to be easily integrated with the District's existing fiscal system and customized chart of accounts.

Scope of Services:

KeyAnalytics shall receive monthly or more frequent, if necessary, financial data exported from the District's Fiscal System to be uploaded to the **CFS InternetAccess** platform. The Financial Management & Reporting System will enable the District to:

- ✓ Track all major revenue/funding sources that are being utilized to fund the District's Measure G projects including State grants, Community Facilities District Bonds (CFDs), Redevelopment Agency revenue (RDA), and other Municipal Funding Programs, if applicable, in a comprehensive and cumulative system.
- ✓ Define all necessary budget categories for each Measure G school project, project component, and revenue/funding source.
- ✓ Report disbursement of funds from each Measure G revenue source for each school project component, as needed.
- ✓ Track cumulative fund account activities for Fund 21 and any other Capital Facility fund that is being used for Measure G projects

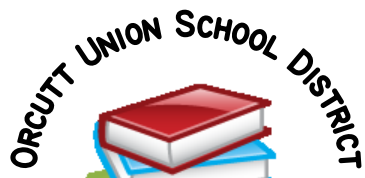
KeyAnalytics Services – Capital Facilities Financial Management and Reporting System Services

- ✓ Upload District export files (Fiscal03B) on a monthly basis or more frequently to the **CFS InternetAccess** platform.
- ✓ Reconcile *CFS InternetAccess* system records with the District's Measure G Fiscal reports and **balance 9110 Cash Balance, Liabilities, Total Expenditures and Total Encumbrances** with each upload.
- ✓ Prepare a Facility Project Summary Report identifying budgets, encumbrances, disbursements and remaining balances for each school project component of the Measure G School Funding Program.
- ✓ Assist in preparing periodic reports for the Citizen's Oversight Committee and District Auditors, as requested.
- ✓ Assist in preparing the reports necessary for filing the annual SAB 50-06 Expenditure reports, as needed.
- ✓ Provide audit assistance with OPSC audits, as needed.
- ✓ Prepare specialty reports by school campus and by project scope that will be linked to the District's web site for easy access of information to the community regarding the District's G.O. Bond Measure.
- ✓ Provide the District's authorized staff with user names and passwords in order to access the secure CFS proprietary web based project tracking system, **CFS InternetAccess**.
- ✓ Training sessions provided as needed.
- ✓ Ownership of District data.
- ✓ Secured access to **CFS InternetAccess** with virtually any device anywhere you have an internet connection and browser.

Compensation for *KeyAnalytics* Services:

- ✓ **Capital Facilities Financial Management and Reporting System** services for the District's Measure G School Funding Program will be provided at a flat **monthly fee of \$3,500 with no limit on the number of projects**. This service includes downloading and reconciling District data as well as any other services related to **CFS InternetAccess** including preparation of reports for the Citizens' Oversight Committee, the Board and/or District auditors.
- ✓ As requested by the District, such fees will be payable beginning in June of 2018 and on a quarterly basis each March, June, September and December thereafter.
- ✓ A **one-time fee of \$10,000** for the software system setup that includes the creation of a comprehensive project coding system that is integrated with the District's existing chart of accounts and internal coding system. **THIS FEE WILL BE REDUCED TO \$5,000 UPON DISTRICT APPROVAL OF CFS' CONTRACT FOR KEY ANALYTICS SERVICES WITHIN 60 DAYS OF THIS PROPOSAL.**
- ✓ **Document Storage** - Storage in our **Facilities Data "Vault"** for retention of facilities project documents and related information will be provided **FREE to the District** for seven years. After seven years, if the District desires, CFS can continue to store the District's data for \$250 per year or CFS will download for a one-time fee of \$250 to the District's media of choice to be retained by the District.
- ✓ **On-Site Meetings** - Will be billed at a rate of \$1,500 per meeting plus applicable travel expenses. Travel expenses shall include reimbursement at the then applicable Standard Mileage Rate as set by the Internal Revenue Service (IRS) and adjusted yearly. The current mileage rate is \$0.54 per mile.

We believe that managing large facility projects begins with organizing critical information. Our goal is to provide key decision-makers and end-users a powerful strategic planning tool that provides easy access for updating and analyzing data in an intuitive and efficient manner. **CFS InternetAccess** is your affordable solution for managing projects from inception to closeout, across all funds and multiple fiscal years for any project. The **KeyAnalytics** team will provide District staff with the expertise to manage a complicated, multi-dimensional School Funding Program with moving parts.



Educational Services

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

TO: Dr. Deborah Blow, Superintendent

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

BOARD MEETING DATE: December 13, 2017

BOARD AGENDA ITEM: School Site Plans for Ralph Dunlap, Orcutt Jr. High
Pine Grove and Olga Reed Schools

BACKGROUND: In 2001, the California Legislature amended the planning requirement for schools that participate in state and federal categorical programs. These changes streamline the planning process and consolidate the plans for all categorical funds expended at each school site under the umbrella of one plan. These plans are revised annually by each school site council.

RECOMMENDATION: This evening the Single School Plans for Student Achievement is submitted for board approval as required by California statute. Staff recommends these be approved as submitted.



Educational Services

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

TO: Dr. Deborah Blow, Superintendent

FROM: Dr. Holly Edds, Assistant Superintendent, Educational Services, Kirby Fell, Chief Technology Officer

BOARD MEETING DATE: December 13, 2017

BOARD AGENDA ITEM: Contract with Discovery Education for the creation of a STEAM Leader Academy

BACKGROUND: The Orcutt Union School District is in its third year of a 5- year Strategic Plan. This plan contains 5 Goal Areas; High-Quality Instruction, 21st Century Skills, Flexible Learning Environments, the Whole Child, and Resources. Each of these goals contains specific targets, that when attained, assure meeting the larger goals. During a recent Strategic Planning session, the committee evaluated progress towards each of the 2017-18 targets. During this review, it was determined that while progress is being made, the 21st Century Skills areas of Creativity and Innovation, Collaboration, Digital Communication, and Critical Thinking could use a deeper focus. (These areas were rated yellow, on a red, yellow, green scale). Our Strategic Plan also supports the implementation of the Common Core Standards, ongoing professional development, exploring new curriculum delivery models and opportunities in the visual and performing arts. All areas where progress is being made, but continued focus is needed. This year the district has also placed a high importance on the “New 3Rs” – Rigor Relevance and Relationships, and student engagement.

In finding ways to best meet these goals, the district has researched quality professional development models and determined that a Science Technology Engineering Arts Mathematics (STEAM) approach would best help us meet these goals. Additionally over the last three years, an Academy Model of professional development in the integration of technology has been well received. Therefore, the district has worked with Discovery Education to develop a plan for a STEAM Leader Academy. This Academy would be a district-wide program for our five elementary and two K- 8, Los Alamos schools.



Educational Services

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

The training would include both whole group and individual coaching sessions.

RECOMMENDATION: It is recommended that the Board of Trustees approve the contract with Discovery Education for the creation of a STEAM Leader Academy.

FUNDING: Fund 1, funding source is district Textbook and Strategic Plan reserve; on average the approximate cost is \$18,500 per school.



**Subscriber Agreement ("Agreement")
made as of 12/08/2017 between Discovery Education, Inc. ("Discovery") and
ORCUTT UNION SCHOOL DISTRICT, CA ("Subscriber")**

- Subject to the terms and conditions of this agreement, Discovery grants to Subscriber, and the educators, administrators, and students (collectively, "Users") enrolled in the school(s) listed in Exhibit A hereto (the "Community") a limited, non-exclusive, terminable, non-transferable license to access Discovery Education Streaming Plus via the website currently at <http://streaming.discoveryeducation.com>, or by any other means on which the parties may agree, and to use Discovery Education Streaming Plus as set forth in the Subscription Services Terms of Use located at http://www.discoveryeducation.com/aboutus/terms_of_use.cfm, as Discovery may revise such Subscription Services Terms of Use from time to time (the Discovery Education Subscription Services "Terms of Use").

In connection with and subject to the licenses granted herein, (the "Subscriber License"), Subscriber agrees to purchase, and Discovery agrees to provide, the professional development services as set forth in Exhibit B attached hereto and incorporated herein by reference

- The "Term" shall be 03/01/2018 through and including 02/28/2024 as further set forth below:

- "Period 1": shall mean the period 03/01/2018 through 02/28/2019
- "Period 2": shall mean the period 03/01/2019 through 02/28/2020
- "Period 3": shall mean the period 03/01/2020 through 02/28/2021
- "Period 4": shall mean the period 03/01/2021 through 02/28/2022
- "Period 5": shall mean the period 03/01/2022 through 02/28/2023
- "Period 6": shall mean the period 03/01/2023 through 02/28/2024

- The pricing for this license (the "Fees") shall be as follows:

**Discovery Education Services
Period 1**

Quantity	Description	Price Per Year	Total
	Discovery Education Digital Curriculum Services		
8	Discovery Education Streaming Plus K8 School License	\$2,600.00	\$20,800.00
	Discovery Education Professional Development Services		
1	One Event with 2 PD Specialist for up to 125 participants STEAM Launch Event- STEAMify Your School	\$5,000.00	\$5,000.00
5	One On-Site Session (Up to 6 hours) with 1 PD Specialist for up to 25 participants STEAM Teacher Modules – The Student-Centered Classroom	\$2,500.00	\$12,500.00
42	One On-Site Session (Up to 6 hours) with 1 PD Specialist for up to 4 participants Learning Lab Instructional Support	\$2,500.00	\$105,000.00
2	One On-Site Session (Up to 6 hours) with 1 PD Specialist for up to 25 participants Streaming Plus Professional Development	\$2,500.00	\$5,000.00
	Period 1 Total		\$148,300.00

**Discovery Education Services
Period 2**

Quantity	Description	Price Per Year	Total
	Discovery Education Digital Curriculum Services		
8	Discovery Education Streaming Plus K8 School License	\$2,600.00	\$20,800.00
	Discovery Education Professional Development Services		
5	One On-Site Session (Up to 6 hours) with 1 PD Specialist for up to 25 participants STEAM Teacher Modules – Project-Based Learning	\$2,500.00	\$12,500.00
42	One On-Site Session (Up to 6 hours) with 1 PD Specialist for up to 4 participants Learning Lab Instructional Support	\$2,500.00	\$105,000.00
4	One On-Site Session (Up to 6 hours) with 1 PD Specialist for up to 25 participants Streaming Plus Professional Development	\$2,500.00	\$10,000.00
	Period 2 Total		\$148,300.00



**Discovery Education Services
Period 3**

Quantity	Description	Price Per Year	Total
	Discovery Education Digital Curriculum Services		
8	Discovery Education Streaming Plus K8 School License	\$2,600.00	\$20,800.00
	Discovery Education Professional Development Services		
5	One On-Site Session (Up to 6 hours) with 1 PD Specialist for up to 25 participants STEAM Teacher Modules – Transdisciplinary Teaching	\$2,500.00	\$12,500.00
42	One On-Site Session (Up to 6 hours) with 1 PD Specialist for up to 4 participants Learning Lab Instructional Support	\$2,500.00	\$105,000.00
4	One On-Site Session (Up to 6 hours) with 1 PD Specialist for up to 25 participants Streaming Plus Professional Development	\$2,500.00	\$10,000.00
	Period 3 Total		\$148,300.00

**Discovery Education Services
Period 4**

Quantity	Description	Price Per Year	Total
	Discovery Education Digital Curriculum Services		
8	Discovery Education Streaming Plus K8 School License	\$2,600.00	\$20,800.00
	Discovery Education Professional Development Services		
5	One On-Site Session (Up to 6 hours) with 1 PD Specialist for up to 25 participants STEAM Teacher Modules – Teaching for STEM Depth	\$2,500.00	\$12,500.00
42	One On-Site Session (Up to 6 hours) with 1 PD Specialist for up to 4 participants Learning Lab Instructional Support	\$2,500.00	\$105,000.00
4	One On-Site Session (Up to 6 hours) with 1 PD Specialist for up to 25 participants Streaming Plus Professional Development	\$2,500.00	\$10,000.00
	Period 4 Total		\$148,300.00

**Discovery Education Services
Period 5**

Quantity	Description	Price Per Year	Total
	Discovery Education Digital Curriculum Services		
8	Discovery Education Streaming Plus K8 School License	\$2,600.00	\$20,800.00
	Discovery Education Professional Development Services		
8	One On-Site Session (Up to 6 hours) with 1 PD Specialist for up to 25 participants Streaming Plus Professional Development	\$2,500.00	\$20,000.00
	Period 5 Total		\$40,800.00

**Discovery Education Services
Period 6**

Quantity	Description	Price Per Year	Total
	Discovery Education Digital Curriculum Services		
8	Discovery Education Streaming Plus K8 School License	\$2,600.00	\$20,800.00
	Discovery Education Professional Development Services		
8	One On-Site Session (Up to 6 hours) with 1 PD Specialist for up to 25 participants Streaming Plus Professional Development	\$2,500.00	\$20,000.00
	Period 6 Total		\$40,800.00



4. Payment.

a. The Fees for the Discovery Education Digital Curriculum Services are non-cancellable except as set forth herein and are due and payable as follows:

Period 1:	\$20,800.00 no later than 04/01/2018
Period 2:	\$20,800.00 no later than 04/01/2019
Period 3:	\$20,800.00 no later than 04/01/2020
Period 4:	\$20,800.00 no later than 04/01/2021
Period 5:	\$20,800.00 no later than 04/01/2022
Period 6:	\$20,800.00 no later than 04/01/2023

b. The Fees for the Discovery Education Professional Development Services shall be due and payable on an annual basis as set forth below. For each Period throughout the Term, invoices will be sent at the end of each calendar quarter for any and all professional development services delivered during the previous quarter.

Period 1:	\$127,500.00 invoiced quarterly upon delivery
Period 2:	\$127,500.00 invoiced quarterly upon delivery
Period 3:	\$127,500.00 invoiced quarterly upon delivery
Period 4:	\$127,500.00 invoiced quarterly upon delivery
Period 5:	\$ 20,000.00 invoiced quarterly upon delivery
Period 6:	\$ 20,000.00 invoiced quarterly upon delivery

c. The Fees are due and payable to Discovery as set forth above, provided, that, if sufficient funds have not been appropriated for any period of the Term, other than the Period 1, by the School Board, or other such applicable authority, upon written notice from Subscriber to Discovery of such non-appropriated funds, by facsimile to (855) 495-6542 (Attn: Joan Kelly-Smith), no later than the February 1 immediately preceding each such period, Subscriber shall not be required to pay the Fees for such period and this Agreement shall terminate at the end of the then-current period. Such prior written notice shall state that the lack of appropriated funds is the reason for termination. Subscriber shall be liable for payment of all services delivered prior to the date of termination.

5. With respect to the Professional Development Services as further set forth in Exhibit C attached hereto and incorporated herein by reference, the date, time and place of the professional development services shall be mutually agreed to by the parties. All professional development trainings for each such period shall be scheduled and completed by no later than February 28 of such period. Any content provided by Discovery during the Professional Development, in any format ("the PD Content"), is the property of Discovery. Subscriber acknowledges that it does not gain any ownership interest in the PD Content by using the PD Content.
6. Discovery represents and warrants the following regarding security clearances of those Professional Development Specialists ("PD Specialists") who deliver professional development services. Discovery conducts the following checks on any PD Specialist it sends onto school campuses to perform professional development and related services where students may be present at the time of hire and refreshes such checks on an annual basis:
- Criminal Records Check
 - FBI Fingerprint Clearance
 - Check of all state, local and tribal sex offender (and related) registries that are linked to the national search maintained by the United States Department of Justice Sex Offender Public Website located at <http://www.nsopw.gov/>

For the sake of clarity, the nature of the services offered by Discovery are such that Discovery's PD Specialists are always in the presence of and under the supervision of school district personnel. Further, Discovery agrees to provide, upon request, copies of records documenting the above-referenced background checks for such PD Specialists that shall be performing professional development services on school grounds.

7. All other terms and conditions governing this license shall be as set forth in the applicable exhibits and Terms of Use, and this Agreement, together with such applicable exhibits Terms of Use constitute the complete and exclusive terms of the agreement between the parties regarding the subject matter and supersedes all other prior and contemporaneous agreements, negotiations, communications or understandings, oral or written, with respect to the subject matter hereof. There shall be no modifications to this Agreement unless they are in writing, and duly signed by both parties. In no event shall the terms and conditions of a purchase order or any other purchase agreement amend or modify the terms and conditions of this Agreement or the Terms of Use. In the event of a direct conflict between the terms of this Agreement and the terms of the then-current Terms of Use, the terms of this Agreement shall control.



- 8. While Subscriber acknowledges that no student personal information is required for the use of any of the basic Discovery Education services, in the event Subscriber or its Users elect to use any of the functionality within the Discovery Education services which provide personalized pages, individual accounts, other user-specific customization, or otherwise submit or upload information (such student personal information generally limited to first name, last name, grade level and school name), Subscriber represents and warrants that Subscriber has all necessary authorization to provide to Discovery any information it provides through Discovery services in order to use such functions. Consent is required for the collection, use and disclosure of personal information obtained from children through certain online services, and to the extent required, Subscriber consents to Discovery's use of such information in the course of providing the Discovery Education services. Discovery agrees to use any student personal information and data provided to it by Subscriber (i) in compliance with the Children's Online Privacy Protection Act of 1988 ("COPPA"), the Family Educational Rights & Privacy Act of 1974 ("FERPA"), Children's Internet Protection Act ("CIPA") and other applicable laws, regulations and statutes and (ii) Discovery's Data Security Policy attached hereto as Exhibit C, and (iii) Exhibit D.
- 9. Discovery understands that government entities, such as Subscriber, may be required to disclose information pursuant to applicable open records acts. In all other respects, all provisions of this Agreement ("Confidential Information") shall be kept strictly confidential by Subscriber and may not be disclosed without prior written consent, except for any disclosure required by any order of a court or governmental authority with jurisdiction over Subscriber including any public records requests.
- 10. Subscriber certifies that Subscriber is exempt from all federal, state, and local taxes and will furnish Discovery with copies of all relevant certificates demonstrating such tax-exempt status upon request. In the event Subscriber is not exempt from certain of such taxes, Subscriber agrees to remit payment for such taxes to Discovery.

SPECIAL PROVISIONS

- 11. Either party may terminate this Agreement following a material breach of the Agreement by the other party that is not cured within thirty (30) days written notice of such breach.
- 12. This Agreement shall be construed and enforced under the laws of the State of California, USA, without reference to the choice of law principles thereof.
- 13. This Agreement together with any exhibits and attachments herein contains the entire understanding and supersedes all prior understandings between the parties relating to the subject matter herein. The terms and conditions set forth herein shall not be binding on Discovery, or any of its affiliates, until fully executed by an authorized signatory for both Subscriber and Discovery (or its applicable affiliate). Signatures may be exchanged in counterparts. Signatures transmitted electronically by fax or PDF shall be binding and effective as original ink signatures.

ORCUTT UNION SCHOOL DISTRICT

DISCOVERY EDUCATION, INC.

By: _____

By: _____

Title: Assistant Superintendent

Title: _____

Printed Name: Walter Con

Printed Name: _____

Date: _____

Date: _____

Ref No. Q-001400039



EXHIBIT A
LICENSED SCHOOLS

DISCOVERY EDUCATION STREAMING PLUS

LICENSED SCHOOLS	ADDRESS	CITY, STATE AND ZIP	GRADE LEVELS	NO. OF STUDENTS
ALICE SHAW ELEMENTARY SCHOOL	759 DAHLIA PL	SANTA MARIA, CA 93455-2931	K-06	599
JOE NIGHTINGALE ELEMENTARY SCHOOL	255 WINTER RD	SANTA MARIA, CA 93455-2643	K-06	736
LAKEVIEW JUNIOR HIGH SCHOOL	3700 ORCUTT RD	SANTA MARIA, CA 93455-2602	07-08	520
OLGA REED ELEMENTARY SCHOOL	480 CENTENNIAL ST	LOS ALAMOS, CA 93440	K-08	201
ORCUTT JUNIOR HIGH SCHOOL	608 PINAL AVE	SANTA MARIA, CA 93455-5302	07-08	500
PATTERSON ROAD ELEMENTARY SCHOOL	400 PATTERSON RD	SANTA MARIA, CA 93455-4806	K-06	632
PINE GROVE ELEMENTARY SCHOOL	1050 E RICE RANCH RD	SANTA MARIA, CA 93455-5068	K-06	416
RALPH DUNLAP ELEMENTARY SCHOOL	1220 OAK KNOLL RD	SANTA MARIA, CA 93455-4301	K-06	605

THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL NOT BE BINDING ON DISCOVERY EDUCATION, INC., OR ANY OF ITS AFFILIATES, UNTIL FULLY EXECUTED BY AN AUTHORIZED SIGNATORY FOR BOTH SUBSCRIBER AND DISCOVERY EDUCATION, INC. (OR ITS APPLICABLE AFFILIATE).



EXHIBIT B
Description of Professional Learning Services

Audience	Professional Development Components
<p>PERIOD 1</p> <p>STEAM Launch Event: STEAMify Your School</p> <p>One, (1) Event</p> <p>Maximum 125 Participants per Session</p> <p>Total: 2 PD Specialists</p>	<p>This Launch Event provides a forum for site-level leadership and STEAM Leader Corps members to come together to deepen their understanding of the vision and goals for the STEAM Leader Corps implementation. This event is intended to generate excitement, shared leadership and commitment as school teams begin translating big ideas and goals into manageable, actionable steps. The group will also participate in STEAM hands-on experiences, and align their expectations with all levels of leadership.</p>
<p>STEAM Teacher Modules: The Student-Centered Classroom</p> <p>Five, (5) Sessions (Up to 6 hours per Session)</p> <p>Maximum 25 Participants per Session</p> <p>Total: 5 PD Specialists</p>	<p>To prepare STEAM Teacher Leaders for the STEAM Immersion Experience, PD Specialists will instruct participants on how to build and apply their knowledge and skills in ensuring a student-centered learning environment occurs in their classrooms through the following professional learning course sequences:</p> <ul style="list-style-type: none"> ➤ Module 1: Building the Groundwork for STEAM ➤ Module 2: STEAM Immersion Experiences ➤ Module 3: Developing High Quality STEAM Lessons, Part I ➤ Module 4: Assessing Student Progress ➤ Module 5: Developing High Quality STEAM Lessons, Part II
<p>Learning Lab Instructional Support</p> <p>Seven, (7) Sessions Per School (Up to 6 hours per Session)</p> <p>Six, (6) Schools</p> <p>Maximum 4 Participants Per Session</p> <p>Total: 42 PD Specialists</p>	<p>A PD Specialist will work directly with STEAM teacher leaders to provide instructional support on how to:</p> <ul style="list-style-type: none"> ➤ Implement high quality STEAM lessons effectively; ➤ Utilize different levels of inquiry: direct, guided and open; ➤ Engage students through personalized learning; ➤ Focus on effective use of technology; and, ➤ Create relevant real-world connections with a focus on STEAM.
<p>Streaming Plus Professional Development</p> <p>Two, (2) Sessions (Up to 6 hours per Session)</p> <p>Maximum 25 Participants per Session</p> <p>Total: 2 PD Specialists</p>	<p>Teachers will participate in a core learning session designed to instruct them on how to implement high-yield instructional practices and create inquire-based, student-centered learning environments. Session topics may include:</p> <ul style="list-style-type: none"> ➤ Set the Stage to Engage ➤ A Case for Cognitive Engagement
<p>PERIOD 2</p> <p>STEAM Teacher Modules: Project-Based Learning</p> <p>Five, (5) Sessions (Up to 6 hours per Session)</p> <p>Maximum 25 Participants per Session</p> <p>Total: 5 PD Specialists</p>	<p>To continue to support STEAM Teacher Leaders, PD Specialists will instruct participants on how to build and apply their knowledge and skills through the following professional learning modules:</p> <ul style="list-style-type: none"> ➤ Module 6: Building a STEAM Vision ➤ Module 7: Student-Centered Learning through STEAM ➤ Module 8: The Power of Engagement through STEAM ➤ Module 9: Project-Based Learning in a STEAM Culture: Part I ➤ Module 10: Project-Based Learning in a STEAM Culture: Part II



Audience	Professional Development Components
<p>Learning Lab Instructional Support</p> <p>Seven (7) Sessions Per School (Up to 6 hours per Session)</p> <p>Six, (6) Schools</p> <p>Maximum 4 Participants Per Session</p> <p>Total: 42 PD Specialists</p>	<p>A PD Specialist will continue to work directly with STEAM teacher leaders to provide instructional support on how to:</p> <ul style="list-style-type: none"> ➤ Implement high quality STEAM lessons effectively; ➤ Utilize different levels of inquiry: direct, guided and open; ➤ Engage students through personalized learning; ➤ Focus on effective use of technology; and, ➤ Create relevant real-world connections with a focus on STEAM.
<p>Streaming Plus Professional Development</p> <p>Four, (4) Sessions (Up to 6 hours per Session)</p> <p>Maximum 25 Participants per Session</p> <p>Total: 4 PD Specialists</p>	<p>Teachers will continue to participate in a core learning session designed to instruct them on how to implement high-yield instructional practices and create inquire-based, student-centered learning environments. Session topics may include:</p> <ul style="list-style-type: none"> ➤ Set the Stage to Engage ➤ A Case for Cognitive Engagement ➤ The Power of Differentiation ➤ Using Digital to Assess and Differentiate ➤ From Differentiation to Personalization ➤ Digital Storytelling with Streaming Plus ➤ Digital Storytelling for College and Career Readiness ➤ Digital Citizenship
<p>PERIOD 3</p> <p>STEAM Teacher Modules: Transdisciplinary Teaching</p> <p>Five, (5) Sessions (Up to 6 hours per Session)</p> <p>Maximum 25 Participants per Session</p> <p>Total: 5 PD Specialists</p>	<p>To continue to support STEAM teacher leaders, PD Specialists will instruct participants on how to build and apply their knowledge and skills through the following professional learning modules:</p> <ul style="list-style-type: none"> ➤ Module 11: Building STEAM Transdisciplinary Units – Part I ➤ Module 12: Building STEAM Transdisciplinary Units: Part II ➤ Module 13: Building STEAM Transdisciplinary Units: Part III ➤ Module 14: Prove It: The Art of Arguments ➤ Module 15: Students as Researchers Moving Forward
<p>Learning Lab Instructional Support</p> <p>Seven, (7) Sessions Per School (Up to 6 hours per Session)</p> <p>Six, (6) Schools</p> <p>Maximum 4 Participants Per Session</p> <p>Total: 42 PD Specialists</p>	<p>A PD Specialist will continue to work directly with STEAM teacher leaders to provide instructional support on how to:</p> <ul style="list-style-type: none"> ➤ Implement high quality STEAM lessons effectively; ➤ Utilize different levels of inquiry: direct, guided and open; ➤ Engage students through personalized learning; ➤ Focus on effective use of technology; and, ➤ Create relevant real-world connections with a focus on STEAM.
<p>Streaming Plus Professional Development</p> <p>Four, (4) Sessions (Up to 6 hours per Session)</p> <p>Maximum 25 Participants per Session</p> <p>Total: 4 PD Specialists</p>	<p>Teachers will continue to participate in a core learning session designed to instruct them on how to implement high-yield instructional practices and create inquire-based, student-centered learning environments. Session topics may include:</p> <p>Teachers will continue to participate in a core learning session designed to instruct them on how to implement high-yield instructional practices and create inquire-based, student-centered learning environments. Session topics may include:</p> <ul style="list-style-type: none"> ➤ Set the Stage to Engage ➤ A Case for Cognitive Engagement ➤ The Power of Differentiation ➤ Using Digital to Assess and Differentiate ➤ From Differentiation to Personalization ➤ Digital Storytelling with Streaming Plus ➤ Digital Storytelling for College and Career Readiness ➤ Digital Citizenship



Audience	Professional Development Components
<p>PERIOD 4</p> <p>STEAM Teacher Modules: Teaching for STEAM Depth</p> <p>Five, (5) Sessions (Up to 6 hours per Session)</p> <p>Maximum 25 Participants per Session</p> <p>Total: 5 PD Specialists</p>	<p>To continue to support STEAM teacher leaders, PD Specialists will instruct participants on how to build and apply their knowledge and skills through the following professional learning modules:</p> <ul style="list-style-type: none"> ➤ Module 16: Revisiting Project-Based Learning with Transdisciplinary Units ➤ Module 17: Planning for the Future with STEAM Transdisciplinary Units ➤ Module 18: Collaborative Planning – Transdisciplinary Units in STEAM ➤ Module 19: Developing Sustainability within STEAM Practices ➤ Module 20: Using Data to Evaluate Progress in STEAM
<p>Learning Lab Instructional Support</p> <p>Seven, (7) Sessions Per School (Up to 6 hours per Session)</p> <p>Six, (6) Schools</p> <p>Maximum 4 Participants Per Session</p> <p>Total: 42 PD Specialists</p>	<p>A PD Specialist will continue to work directly with STEAM teacher leaders to provide instructional support on how to:</p> <ul style="list-style-type: none"> ➤ Implement high quality STEAM lessons effectively; ➤ Utilize different levels of inquiry: direct, guided and open; ➤ Engage students through personalized learning; ➤ Focus on effective use of technology; and, ➤ Create relevant real-world connections with a focus on STEAM.
<p>Streaming Plus Professional Development</p> <p>Four, (4) Sessions (Up to 6 hours per Session)</p> <p>Maximum 25 Participants per Session</p> <p>Total: 4 PD Specialists</p>	<p>Teachers will continue to participate in a core learning session designed to instruct them on how to implement high-yield instructional practices and create inquire-based, student-centered learning environments. Session topics may include:</p> <p>Teachers will continue to participate in a core learning session designed to instruct them on how to implement high-yield instructional practices and create inquire-based, student-centered learning environments. Session topics may include:</p> <ul style="list-style-type: none"> ➤ Set the Stage to Engage ➤ A Case for Cognitive Engagement ➤ The Power of Differentiation ➤ Using Digital to Assess and Differentiate ➤ From Differentiation to Personalization ➤ Digital Storytelling with Streaming Plus ➤ Digital Storytelling for College and Career Readiness ➤ Digital Citizenship
<p>PERIOD 5</p> <p>Streaming Plus Professional Development</p> <p>Eight, (8) Sessions (Up to 6 hours per Session)</p> <p>Maximum 25 Participants per Session</p> <p>Total: 8 PD Specialists</p>	<p>Teachers will continue to participate in a core learning session designed to instruct them on how to implement high-yield instructional practices and create inquire-based, student-centered learning environments. Session topics may include:</p> <ul style="list-style-type: none"> ➤ Set the Stage to Engage ➤ A Case for Cognitive Engagement ➤ The Power of Differentiation ➤ Using Digital to Assess and Differentiate ➤ From Differentiation to Personalization ➤ Digital Storytelling with Streaming Plus ➤ Digital Storytelling for College and Career Readiness ➤ Digital Citizenship



Audience	Professional Development Components
<p>PERIOD 6</p> <p>Streaming Plus Professional Development</p> <p>Eight, (8) Sessions (Up to 6 hours per Session)</p> <p>Maximum 25 Participants per Session</p> <p>Total: 8 PD Specialists</p>	<p>Teachers will continue to participate in a core learning session designed to instruct them on how to implement high-yield instructional practices and create inquire-based, student-centered learning environments. Session topics may include:</p> <ul style="list-style-type: none">➤ Set the Stage to Engage➤ A Case for Cognitive Engagement➤ The Power of Differentiation➤ Using Digital to Assess and Differentiate➤ From Differentiation to Personalization➤ Digital Storytelling with Streaming Plus➤ Digital Storytelling for College and Career Readiness➤ Digital Citizenship



**EXHIBIT C
DISCOVERY EDUCATION, INC. DATA SECURITY POLICY**

This Policy describes, in general, (i) what steps Discovery Education, Inc. ("Discovery") takes to protect personally identifiable information ("PII") that is provided to Discovery; (ii) how PII may be used; (iii) with whom Discovery may share PII, and (iv) the steps Discovery takes to protect the PII.

No student PII is required for the use of any of the basic Discovery Education services, however, in the event Users elect to use any of the functionality within the Discovery Education services which provide personalized pages, individual accounts, other user-specific customization, or otherwise submit or upload information (all such data is generally limited to the following: school name, first name, last name, grade level, and Discovery generated username/password), all such PII provided to Discovery will be protected in accordance with this Policy.

No school employee PII is required for Professional Development Services other than first name and last name for the purposes of attendance logs.

I. DEFINITIONS

Capitalized terms referenced herein but not otherwise defined shall have the meanings as set forth below:

"Authorized Disclosee" means the following: (1) third parties to whom the Subscriber/Customer/Distributor has given Discovery written approval to disclose PII; (2) third parties to whom disclosure is required by law; and (3) if applicable, third party vendors working on Discovery's behalf or performing duties in connection with Discovery's services (e.g. hosting companies) and who are required to implement administrative, physical, and technical infrastructure and procedural safeguards in accordance with accepted industry standards.

"Authorized Use" means a Discovery employee authorized by the Subscriber/Customer/Distributor to access PII in order to perform services under an Agreement.

"Destroy" or "Destruction" means the act of ensuring the PII cannot be reused or reconstituted in a format which could be used as originally intended and that the PII is virtually impossible to recover or is prohibitively expensive to reconstitute in its original format.

"FERPA" means the Family Educational Rights and Privacy Act of 1974 (codified at 20 U.S.C. § 1232g) and its implementing regulations, as they may be amended from time to time. The regulations are issued by the U.S. Department of Education, and are available at <http://www2.ed.gov/policy/gen/reg/ferpa/index.html>.

"Personally Identifiable Information" (or "PII") means any information defined as personally identifiable information under FERPA.

II. PRIVACY OF PERSONALLY IDENTIFIABLE INFORMATION

Basic Privacy Protections

1. **Compliance with Law and Policy.** All PII provided to Discovery is handled, processed, stored, transmitted and protected by Discovery in accordance with all applicable federal data privacy and security laws (including FERPA) and with this Policy.
2. **Training.** Employees (including temporary and contract employees) of Discovery are educated and trained on the proper uses and disclosures of PII and the importance of information privacy and security.
3. **Personnel Guidelines.** All Discovery employees are required to be aware of and work to protect the confidentiality, privacy, and security of PII. Discovery, and its respective personnel do not access PII except to comply with a legal obligation under federal or state law, regulation, subpoena, or if there is legitimate need for the information to maintain data systems or to perform required services under the Agreement with Subscriber/Customer/Distributor. The following provides a general description of the internal policies to which Discovery and its respective personnel adhere:



- a. Limit internal access to PII to Discovery personnel with proper authorization and allow use and/or disclosure internally, when necessary, solely to personnel with a legitimate need for the PII to carry out the services provided under the Agreement.
- b. Disclose PII only to Authorized Disclosees
- c. Access PII only by Authorized Users.
- d. When PII is no longer needed, delete access to PII.
- e. Permit employees to store or download information onto a local or encrypted portable devices or storage only when necessary, and to create a written record for retention verifying that the information is encrypted and stored in password-protected files, and that devices containing the information have appropriate security settings in place (such as encryption, firewall protection, anti-virus software and malware protection).
- f. Any downloaded materials consisting of PII remain in the United States.
- g. Prohibit the unencrypted transmission of information, or any other source of PII, wirelessly or across a public network to any third party.
- h. Upon expiration or termination of Agreement, Discovery shall Destroy all PII previously received from Subscriber/Customer/Distributor no later than sixty (60) days following such termination, unless a reasonable written request is submitted by Subscriber/Customer/Distributor to Discovery to hold such PII. Each electronic file containing PII provided by Subscriber/Customer/Distributor to Discovery will be securely destroyed. This provision shall apply to PII that is in the possession of Discovery, Discovery employees/personnel and/or Authorized Disclosees.

Information Security Risk Assessment

Discovery periodically conducts an accurate and thorough assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of electronic, paper, or other records containing PII maintained by Discovery; Discovery reports such risks as promptly as possible to Subscribers/Customers/Distributors; and Discovery implements security measures sufficient to reduce identified risks and vulnerabilities. Such measures are implemented by Discovery based on the level of risks, capabilities, and operating requirements. These measures include, as appropriate and reasonable, the following safeguards:

1. Administrative Safeguards

- a. Sanctions: Appropriate sanctions against Contractor personnel who fail to comply with Discovery's security policies and procedures.
- b. System Monitoring: Procedures to regularly review records of information systems activity, including maintaining access logs, access reports, security incident tracking reports, and periodic access audits.
- c. Security Oversight: Assignment of one or more appropriate management level employees of Discovery to be responsible for developing, implementing, and monitoring of safeguards and security issues.
- d. Appropriate Access: Procedures to determine that the access of Discovery personnel to PII is appropriate and meets a legitimate need to support their roles in business or educational operations. Procedures for establishing appropriate authorization and authentication mechanisms for Discovery personnel who have access to PII.
- e. Employee Supervision: Procedures for regularly monitoring and supervising Discovery personnel who have access to PII.
- f. Access Termination: Procedures for terminating access to PII when employment ends, or when an individual no longer has a legitimate need for access.

2. Physical Safeguards

- a. Access to PII: Procedures that grant access to PII by establishing, documenting, reviewing, and modifying a user's right of access to a workstation, software application/transaction, or process.
- b. Awareness Training: On-going security awareness through training or other means that provide Discovery personnel (including management) with updates to security procedures and policies (including guarding against, detecting, and reporting malicious software). Awareness training also addresses procedures for monitoring log-in attempts and reporting discrepancies, as well as procedures for safeguarding passwords.
- c. Incident Response Plan: Procedures for responding to, documenting, and mitigating where practicable suspected or known incidents involving a possible breach of security and their outcomes.
- d. Physical Access: Procedures to limit physical access to PII and the facility or facilities in which they are housed while ensuring that properly authorized access is allowed, including physical barriers that require electronic control validation (e.g., card access systems) or validation by human security personnel.



- e. Physical Identification Validation: Access is physically safeguarded to prevent tampering and theft, including procedures to address control and validation of a person's access to facilities based on his or her need for access to the PII.
 - f. Operational Environment: Procedures that specify the proper functions to be performed, the manner in which they are to be performed, and the physical attributes of the surroundings of facilities where PII is stored.
 - g. Media Movement: Procedures that govern the receipt and removal of hardware and electronic media that contain PII into and out of a facility.
3. Technical Safeguards
- a. Data Transmissions: Technical safeguards, including encryption, to ensure PII transmitted over an electronic communications network is not accessed by unauthorized persons or groups.
 - b. Data Integrity: Procedures that protect PII maintained by Discovery from improper alteration or destruction. These procedures include mechanisms to authenticate records and corroborate that they have not been altered or destroyed in an unauthorized manner.
 - c. Logging off Inactive Users: Inactive electronic sessions are designed to terminate automatically after a specified period of time.

Security Controls Implementation

Discovery has procedures addressing the acquisition and operation of technology, the specific assignment of duties and responsibilities to managers and staff, the deployment of risk-appropriate controls, and the need for management and staff to understand their responsibilities and have the knowledge, skills and motivation necessary to fulfill their duties.

Security Monitoring

In combination with periodic security risk assessments, Discovery uses a variety of approaches and technologies to make sure that risks and incidents are appropriately detected, assessed and mitigated on an ongoing basis. Discovery also assesses on an ongoing basis whether controls are effective and perform as intended, including intrusion monitoring and data loss prevention.

Security Process Improvement

Based on Discovery's security risk assessments and ongoing security monitoring, Discovery gathers and analyzes information regarding new threats and vulnerabilities, actual data attacks, and new opportunities for managing security risks and incidents. Discovery uses this information to update and improve its risk assessment strategy and control processes.

Audit

Discovery acknowledges Subscriber's/Customer's/Distributor's right to audit any PII collected by Discovery and/or the security processes listed herein upon reasonable prior written notice to Discovery's principal place of business, during normal business hours, and no more than once per year. Discovery shall maintain records and documentation directly and specifically related to the services performed under the Agreement for a period of three (3) years, unless otherwise stated in Section II(3)(h) of this Policy.

Breach Remediation

Discovery keeps PII provided to Discovery secure and uses reasonable administrative, technical, and physical safeguards to do so. Discovery maintains and updates incident response plans that establish procedures in the event a breach occurs. Discovery also identifies individuals responsible for implementing incident response plans should a breach should occur.



If a Subscriber/Customer/Distributor or Discovery determines that a breach has occurred, when there is a reasonable risk of identity theft or other harm, or where otherwise required by law, Discovery provides any legally required notification to affected parties as promptly as possible, and fully cooperates as needed to ensure compliance with all breach of confidentiality laws.

Discovery reports as promptly as possible to Subscribers/Customers/Distributors (or their designees) and persons responsible for managing their respective organization's incident response plan any incident or threatened incident involving unauthorized access to or acquisition of PII of which they become aware. Such incidents include any breach or hacking of Discovery's Electronic Data System or any loss or theft of data, other electronic storage, or paper. As used herein, "Electronic Data System" means all information processing and communications hardware and software employed in Discovery's business, whether or not owned by Discovery or operated by its employees or agents in performing work for Discovery.

Personnel Security Policy Overview

Discovery mitigates risks by:

1. Performing appropriate background checks and screening of new personnel, in particular those who have access to PII.
2. Obtaining agreements from internal users covering confidentiality, nondisclosure and authorized use of PII.
3. Providing training to support awareness and policy compliance for new hires and annually for personnel.



**EXHIBIT D
CALIFORNIA ASSEMBLY BILL 1584 COMPLIANCE**

WHEREAS, Subscriber and Discovery entered into an Agreement dated 11/27/2017 for the digital curriculum service known as Discovery Education Streaming Plus ("Agreement");

WHEREAS, the Subscriber is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 ("AB 1584"), the California Education Code, the Children's Online Privacy and Protection Act ("COPPA"), and the Family Educational Rights and Privacy Act ("FERPA");

WHEREAS, AB 1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency and a third-party service provider must include certain terms; and

NOW, THEREFORE, the Parties agree as follows:

1. Any Pupil Records ¹ that may be provided to Discovery by Subscriber or its Users shall continue to be the property of and under the control of the Subscriber subject to Discovery's right to use such Pupil Records to provide its services to pupil.
2. The procedures by which pupils may retain possession and control of their own pupil generated content are outlined as follows: A pupil may access and then download its own generated content. It may also delete the content from the Discovery Education Streaming Plus service.
3. The options by which a pupil may transfer pupil-generated content to a personal account are outlined as follows: There are no "personal" user accounts within the Discovery Education Streaming Plus service; however, a pupil may download any pupil-generated content previously uploaded within Discovery Education Streaming Plus and save in the pupil's personal accounts outside of the Discovery Education Streaming Plus service. Please note however that any pupil-generated content that contains any assets from the Discovery Education Streaming Plus service may only be used in connection with the pupil's right to use Discovery Education Streaming Plus.
4. Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by providing written notice to Discovery Education, Inc. at One Discovery Place, Silver Spring, MD 20910.
5. Discovery shall take actions to ensure the security and confidentiality of Pupil Records pursuant to Discovery's Data Security Policy.
6. In the event of an unauthorized disclosure of a Pupil's Records, Discovery shall report to an affected parent, legal guardian, or eligible pupil pursuant to Discovery's Data Security Policy.
7. Discovery shall not use any information in a Pupil Record for any purpose other than those required or specifically permitted by the Agreement, this Exhibit D or Discovery's Data Security Policy.
8. Discovery certifies that a Pupil's Records shall not be retained or available upon expiration of the Agreement pursuant to Discovery Education's Data Security Policy.

¹ Pupil Records as defined by AB 1584 include any information directly related to a pupil that is maintained by the LEA or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employees. Pupil Records does not include de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information, (2) demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.