

ORCUTT UNION SCHOOL DISTRICT  
Regular Meeting of the Board of Trustees  
Wednesday, February 13, 2019  
Closed Session – 6:00 P.M.  
Public Session – 6:30 P.M.  
District Office Board Room  
500 Dyer Street, Orcutt, CA 93455

**CALL TO ORDER** 6:00 P.M.

- A. Pledge of Allegiance

**CLOSED SESSION PUBLIC COMMENTS**

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

**ADJOURN TO CLOSED SESSION**

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

1. Public Employment per Personnel Report.
2. Public Employee Employment/Discipline/Dismissal/Release.
3. Conference with labor negotiator Dr. Deborah Blow, Superintendent and/or Susan Salucci
  - a. OEA
  - b. CSEA
4. Conference with labor negotiators for unrepresented employees:
  - a. Certificated and Classified Management, and Confidential.  
Agency representative – Superintendent.
  - b. Superintendent. Agency representative – Board of Trustees
5. Student disciplinary/expulsion matters.
6. Conference with Legal Counsel: Anticipated Litigation Pursuant to California Government Code section 54956.9(d) (2).
7. Public Employee Performance Evaluation: (Government Code Section 54957) Title: Superintendent

**RECONVENE TO PUBLIC SESSION** 6:30 P.M.

- B. Public Report on Action Taken in Closed Session
- C. Adoption of February 13, 2019, Agenda

Moved \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**PUBLIC COMMENT ANNOUNCEMENT**

The Board of Trustees wishes to afford an opportunity for the public to provide input. Those wishing to speak about a specific agenda item may do so during the Public Comment segment coming up later in the agenda 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 Administrative Assistant and must be submitted prior to the time the presiding officer calls for public comment. If you choose to speak when an item is before the Board, your name will be called before Board consideration. An item not on the agenda must be addressed during the Public Comment segment of the agenda.

- D. Superintendent's Report

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

- 1. OAHS ASB Report
- 2. OAHS SLED presentation
- 3. OCAF Report
- 4. Facilities Update
- 5. Strategic Plan Update

E. Public Comment

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 Administrative Assistant 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. In accordance with the Ralph M. Brown Act, the Board is limited in its ability to, or may not be able to respond to comments during this time.

F. 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. OAHS Charter School Hiring of Additional Charter School Coaches for 2018-2019
- B. Classified Personnel Action Report
- C. Certificated Personnel Action Report
- D. Approval of Warrants
- E. Minutes, Special Board Meeting, January 9, 2019
- F. Minutes, Charter Board Meeting, January 16, 2019
- G. Minutes, Regular Board Meeting, January 16, 2019
- H. OAHS Varsity Boys Tennis Team Trip to Huntington Beach
- I. OAHS "Every 15 Minutes Program" overnight stay at the Radisson Hotel
- J. Orcutt Junior High School overnight trip to Disney Resort YES Programs on April 12<sup>th</sup> -13<sup>th</sup>, 2019
- K. Board Policy 5148.3, Preschool/Early Childhood Education, for second reading
- L. Board Policy 6145.2, Athletic Competition, for second reading
- M. Board Policy 6152.1, Placement in Mathematics Courses, for second reading
- N. Board Policy 6178, Career Technical Education

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

Moved \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**ITEMS SCHEDULED FOR ACTION**

A. GENERAL

- 1. Orcutt Union School District Governance Handbook

It is recommended that the Board of Trustees approve the Governance Handbook, as submitted.

Moved \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

2. Gift Acceptance

Orcutt Academy K-8: Received a check for \$400 to defray expenses associated with the Girls Basketball team from Milan Educational, LLC dba Kuman Math & Reading Center of Orcutt, Shakira Patel, and a \$300 check from Air Control Heating and Air Conditioning to defray expenses associated with Boys Basketball.

Orcutt Academy Independent Study: Received Library books valued at \$300, from Cindy Files.

Olga Reed School: Received an historic photo of students and staff posing in front of the old Los Alamos School Building, donated by Mr. Maynard Silva.

Pine Grove Elementary: Received a Casio keyboard DGX-220, from Ms. Cynthia Wilson to be used in Susan McGarity' s class.

It is recommended that the Board of trustees accept these gifts and request that a letter of acceptance and appreciation be forwarded to Milan Educational, LLC dba Kuman Math & Reading Center of Orcutt, Shakira Patel, Air Control Heating and Air Conditioning, Ms. Cindy Files, Mr. Maynard Silva, and Ms. Cynthia Wilson,

Moved \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

B. **BUSINESS SERVICES**

1. Youth Leagues Facility Use Agreements

It is recommended that the Board of Trustees approve the facility use agreements with the Orcutt Youth Softball Association, Orcutt American Little League and Orcutt National Little League, as submitted.

Moved \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

C. **EDUCATIONAL SERVICES**

1. Board Policy 5141.52, Suicide Prevention

It is recommended that the Board of Trustees adopt the revisions to Board Policy 5141.52, Suicide Prevention for the first reading and that it is placed on the next Consent Agenda for the second reading.

Moved \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

2. Board Policy 5144, Discipline

It is recommended that the Board of Trustees adopt the revisions to Board Policy 5144, Discipline for first reading and that it is placed on the next Consent Agenda for second reading.

Moved \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

3. Board Policy 5144.1, Suspension and Expulsion/Due Process

It is recommended that the Board of Trustees adopt the revisions to Board Policy 5144.1, Suspension and Expulsion/Due Process for the first reading and that it is placed on the next Consent Agenda for the second reading.

Moved \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

4. Board Policy 5146, Married/Pregnant Parenting Students

It is recommended that the Board of Trustees adopt the revisions to Board Policy 5146, Married/Pregnant Parenting Students, for the first reading and that it is placed on the next Consent Agenda for the second reading.

Moved \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

5. Board Policy 6146.1, High School Graduation Requirements

It is recommended that the Board of Trustees adopt the revisions to Board Policy 6146.1, High School Graduation Requirements, for the first reading and that it is placed on the next Consent Agenda for the second reading.

Moved \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

6. Safe School Plans for All School Sites

It is recommended that the Board of Trustees approve the School Safety Plans for Alice Shaw, Joe Nightingale, Patterson Rd., Pine Grove, Ralph Dunlap, Lakeview JHS, Orcutt JHS, Orcutt Academy K-8 and Orcutt Academy HS, as submitted.

Moved \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**ITEMS SCHEDULED FOR INFORMATION/DISCUSSION**

- 1. Items from the Board

**GENERAL ANNOUNCEMENTS**

Unless otherwise noticed, the next regular board meeting is scheduled for Wednesday, March 13, 2019, beginning with Closed Session beginning at 6:00 p.m., Public Session at 6:30 p.m. in the District Office Board Room, 500 Dyer Street, Orcutt, CA.

**RECOVENE TO CLOSED SESSION (IF NEEDED)**

- A. Public Report on Action Taken in Closed Session

**ADJOURN**

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

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

***ORCUTT ACADEMY CHARTER SCHOOL***

***ORCUTT UNION SCHOOL DISTRICT***

**TO:** Dr. Deborah Blow  
District Superintendent

**FROM:** Susan Salucci  
Assistant Superintendent of Human Resources

**DATE:** February 13, 2019

**RE:** ***NOTIFICATION TO BOARD – HIRING OF ADDITIONAL CHARTER  
SCHOOL COACHES FOR 2018 - 19 SCHOOL YEAR***

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***Orcutt Academy Charter HS:***

John Dell'Armo – Asst. Coach, Swim  
Sarah (Rosie) Dell'Armo – Asst. Coach, Swim  
Koby Ernst – Coach, Swim  
Fabing, Roger – Co-Coach, Track  
Rory Haueter – Coach, Boys Varsity Volleyball

\*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



Classified Personnel Action Report  
 Orcutt Union School District  
 February 13, 2019

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
Ballard, Chris	Orcutt Jr. High	Custodian	17/6	8.0	\$3,729 per month	12/3/18	Change in site
Eichert, Renee	Transportation	Driver, Substitute	15		\$15.98 per hour	2/1/19	Substitute
Eichert, Renee	Operations	Utility Worker, Substitute	18		\$16.36 per hour	2/1/19	Substitute
Garnica, Raymond	Pine Grove	Custodian	17/2	8.0	\$3,068 per month	12/3/18	Change in site
Lara, Charlene	Transportation	Driver	11/6	3.0	\$18.48 per hour	1/19/19	Temporary change in assignment
Llamas, Erika	Transportation	Bus Driver, Substitute	18		\$17.22 per hour	1/28/19	Substitute
McGeary, Rebecca	Transportation	Bus Driver	18/6	34.67 per week	\$21.97 per hour	2/1/19	Increase in hours
Neely, Debbie	Pupil Services	Instructional Assistant I, Substitute	11		\$13.76 per hour	1/18/19	Substitute
Sutton, Carol	Technology	Data Specialist	31/5	8.0	\$125.00 per month	4/1/19	Longevity – 10 years
Urquhart, Kerry	Office Manager	Patterson	21/6	8.0	\$175.00 per month	4/1/19	Longevity – 20 years
Walker, Ruthcel	Noon Duty Supervisor	Nightingale	6/1		\$13.00 per hour	1/14/19	Permanent/Probationary

# ORCUTT UNION SCHOOL DISTRICT & CHARTER ACADEMY

## Certificated Personnel Action Report

**TO:** Dr. Deborah Blow  
District Superintendent

**FROM:** Susan Salucci  
Assistant Superintendent of Human Resources

**DATE:** Board Meeting of February 13, 2019

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

<i>NAME</i>	<i>SCHOOL</i>	<i>CLASS/STEP</i>	<i>SALARY</i>	<i>EFFECTIVE DATE</i>	<i>ACTION INFORMATION</i>
Alberry, Benjamin	Charter HS	Extra Duty	\$40/hr	11/26-12/17/18 12/10-12/17/18	Intervention, 10 hrs Worked Prep, 4 hrs
Barbour, Katherine	Patterson	Extra Duty	\$40/hr	12/11-12/20/18	After School Computer Lab, 3 hrs
Barnewolt, Janene	Nightingale	Extra Duty	\$47.10/hr	12/17-12/20/18	IEP Meeting, 1.75 hrs
Benedict, Patricia	Patterson District	Hourly	\$25	12/3-12/14/18 12/13-12/20/18 12/17-12/20/18	Intervention, 53.75 hrs After School Computer Lab, 3 hrs Dibels, 24 hrs
Blanchard, Kimberly	District Nightingale	Hourly	\$25	12/10-12/17/18 12/3-12/7/18	Dibels, 33 hrs Intervention, 32.5 hrs
Bormes, Lori	Dunlap District	Hourly	\$25	12/3-12/19/18 12/6/18	Art Enrichment, 46 hrs Dibels, 3 hrs
Bornhoft, Kristin	Charter HS	Extra Duty	\$40/hr	12/5-12/21/18	Long Term Sub Support, 3.5 hrs
Brandt, Emily	District	Hourly	\$25	12/10-12/14/18	Dibels, 24 hrs
Brickey, Patrick	Lakeview	Extra Duty	\$40/hr	12/5-12/18/18	After School Computer Lab, 3 hrs
Buchanan, Sarah	Pine Grove District	Hourly	\$25	12/12-12/19/18 12/3-12/14/18	Intervention, 19 hrs Dibels, 46 hrs
Callis, Wendy	Patterson	Extra Duty	\$40/hr	12/14/18	Social Science Adoption, 5 hrs
Camacho, Diane	District Nightingale	Hourly	\$25	12/6-12/17/18 12/3-12/7/18	Dibels, 30.5 hrs Intervention, 27 hrs
Campbell, Kaitlin	District	Hourly	\$25	12/3-12/14/18	Dibels, 45 hrs

\*To be prorated



<i>NAME</i>	<i>SCHOOL</i>	<i>CLASS/STEP</i>	<i>SALARY</i>	<i>EFFECTIVE DATE</i>	<i>ACTION INFORMATION</i>
Canby, Erin	District	Hourly	\$25	12/13-12/14/18	Dibels, 9 hrs
Cantrell, Andrea	Dunlap District	Hourly	\$25	12/5-12/21/18 12/3-12/14/18	Intervention, 48 hrs Dibels, 42 hrs
Carter, Krista	Orcutt	Extra Duty	\$40/hr	12/17-12/18/18	Worked Prep, 2 hrs
Chambless, Amy	Shaw	Extra Duty	\$47.10/hr	12/18/18	IEP Meeting, 1 hr
Cleveland, Paul	Lakeview	Extra Duty	\$40/hr	12/3-12/14/18	Sysop, 5 hrs
Cora, Kiersten	Orcutt	Hourly	\$25	12/4-12/21/18	Shadow for Long Term Sub Assign, 10 hrs
Cremeans, Emily	Patterson	Extra Duty	\$40/hr	12/11-12/18/18	After School Computer Lab, 3 hrs
Cutler, Elizabeth	Lakeview	Extra Duty	\$50/ea	12/10-12/20/18	Sports Supervisor, 2 games
Dacus, Cody	Patterson District	Hourly	\$25	2018-19 12/10-12/21/18	Intervention, 24 hrs/wk Dibels, 37.5 hrs
Dell'Armo, John	Charter HS	Extra Duty Stipend	\$40/hr \$800	12/15/18 2018-19	Long Term Sub Support, 2 hrs Swim Coach, Assistant
Dell'Armo, Sarah	Orcutt Charter HS	Extra Duty Stipend	\$40/hr \$800	12/6- 12/18/12018-19	Worked Prep, 2 hrs Swim Coach, Assistant
Ernst, Koby	Charter HS	Stipend	\$1,400	2018-19	Swim Coach
Espinoza, Gabriel	Dunlap	Extra Duty	\$47.10/hr	11/15/18	IEP Meeting, 1.5 hrs
Eubanks, Lauren	Charter HS	Extra Duty	\$40/hr	8/24/18	IEP Meeting, 1 hr
Fabing, Roger	Charter HS	Stipend	\$1,400*	2018-19	Track Coach, Shared
Fanshier, Rebecca	District Pine Grove	Hourly	\$40/hr	12/30-12/14/18 12/12-12/19/18	Dibels, 45 hrs Intervention, 19.5 hrs
Feliz, Jessica	Patterson	Extra Duty	\$40/hr	12/11-12/20/18	After School Computer Lab, 4 hrs
Fenske, Christina	Olga Reed Charter K-8	Hourly	\$25	12/4/18 12/7/18	Garden Education, 2.5 hrs Garden Education, 5.5 hrs
Fernandez, Michelle	Olga Reed	Extra Duty	\$40/hr	12/17/18	IEP Meeting, 1.25 hrs
Fichter, Megan	Lakeview	Extra Duty	\$40/hr	12/4-12/20/18	Detention, 6 hrs

\*To be prorated

<i>NAME</i>	<i>SCHOOL</i>	<i>CLASS/STEP</i>	<i>SALARY</i>	<i>EFFECTIVE DATE</i>	<i>ACTION INFORMATION</i>
Fredriks, Ginger	Orcutt	Extra Duty	\$40/hr	12/10/18	Worked Prep, 1 hr
Fredriks, Tymen	Charter HS	Extra Duty	\$40/hr	12/3-12/17/18	Intervention, 7 hrs
Freeland, Susan	Nightingale District	Hourly	\$25	12/3-12/17/18 12/10-12/17/18	Intervention, 33 hrs Dibels, 34.5 hrs
Freitas, Jennifer	District	Hourly	\$25	12/10-12/20/18	Dibels, 53.25 hrs
Galanti, Alena	Orcutt	Extra Duty	\$470 \$40/hr	10/25-12/18/18 12/7-12/13/18	Sports Supervisor, 8 game bonus Worked Prep, 2 hrs
Garza, Linda	District	Hourly	\$50	12/3-12/20/18	Resource Support, 14 hrs
Gelotti, Scott	Charter HS	Extra Duty	\$40/hr	12/3-12/19/18	Detention, 6 hrs
Golden, Cassandra	District	Hourly	\$25	12/3-12/14/18	Dibels, 38.5 hrs
Grennan-Slider, Julie	Nightingale	Extra Duty	\$40/hr	12/20/18	IEP Meeting, 1 hr
Hamilton, Jeff	Shaw	Extra Duty	\$40/hr	12/18/18	IEP Meeting, 1 hr
Harrison, April	Nightingale	Extra Duty	\$40/hr	12/19/18	IEP Meeting, 1 hr
Haueter, Rory	Charter HS	Stipend	\$1,400	2018-19	Boys Varsity Volleyball Coach
Heath, Ashley	Shaw District	Hourly	\$25	12/3-12/20/18 12/12-12/20/18	Intervention, 49 hrs Dibels, 24 hrs
Hemphill, Juliann	Charter HS	Hourly	\$20	12/3-12/10/18	Webmaster, 4 hrs
Henry, Kristi	Nightingale	Extra Duty	\$47.10/hr	12/17-12/20/18	IEP Meetings, 2.33 hrs
Hernandez, Selina	Lakeview	Extra Duty	\$50/ea	12/10/18	Sports Supervisor, 1 game
Holladay, Brittany	Dunlap District	Hourly	\$25	12/5-12/21/18 12/3-12/14/18	Intervention, 48 hrs Dibels, 42 hrs
Hopkins, Tiffany	District	Hourly	\$25	12/4-12/17/18	Dibels, 16 hrs
Hubbard, Jenny	Charter HS	Extra Duty	\$40/hr	12/6/18	Intervention, 1 hr

\*To be prorated

<i>NAME</i>	<i>SCHOOL</i>	<i>CLASS/STEP</i>	<i>SALARY</i>	<i>EFFECTIVE DATE</i>	<i>ACTION INFORMATION</i>
Jackson, Kacie	Orcutt	Extra Duty	\$40/hr	12/21/18 12/17/18	Sysop, 2.5 hrs Worked Prep, 1 hr
Johnson, Melissa	District	Hourly	\$25	12/10-12/12/18	Dibels, 17.5 hrs
Jones, Kari	Charter HS	Extra Duty	\$40/hr	12/13-12/17/18	Worked Prep, 3 hr
Jorgensen, Sheri	Nightingale	Extra Duty	\$40/hr	11/29-12/20/18	IEP Meetings, 3.5 hrs
Kaczor, Grazyna	Pine Grove	Hourly	\$25	11/15-12/6/18	IEP Meeting, 5.25 hrs
Kantorowski, Jennifer	Olga Reed District	Hourly	\$25	12/3-12/17/18 12/3-12/11/18	Intervention, 47.5 hrs Dibels, 9.8 hrs
Kintzi, Dona	Charter HS	V-15	\$83,314*	2019-20	Year 2 of Reduced Workload, 80%,
Kirby, Jeff	Orcutt	Extra Duty	\$470	10/25-12/18/18	Sports Supervisor, 8 games bonus
Kirkland, Keri	Lakeview	Extra Duty	\$40/hr	12/10/18	Worked Prep, 1 hr
Kuykendall, Colleen	Patterson	Extra Duty	\$40/hr	12/11-12/20/18	After School Computer Lab, 4 hrs
Langley, Cassidy	Pine Grove	Extra Duty	\$40/hr	12/4/18	IEP Meeting, .6 hr
Lara, Nichol	District	Hourly	\$25	12/3-12/18/18	Dibels, 43.5 hrs
Larrabee, Jennifer	Patterson District	Hourly	\$25	12/5-12/21/18 12/17-12/20/18	Art Enrichment, 40.25 hrs Dibels, 21 hrs
Lee, Tanya	Olga Reed	Extra Duty	\$40/hr	12/17/18	IEP Meeting, 1.25 hrs
Lindemulder, Gerald	Orcutt	Extra Duty	\$40/hr	12/4-12/18/18	Detention, 5 hrs
Lopez, Desiree	Charter HS	Extra Duty	\$40/hr	11/14/18 12/10/18	Articulation, 1 hr Worked Prep, 1 hr
Lopez, Shannon	Nightingale	Extra Duty	\$47.10/hr	12/4/18	IEP Meeting, .7 hrs
Lyon, Shane	Charter HS	Hourly	\$25	12/10/18	Worked Prep, 1 hr
Luis, Michael	Olga Reed	Extra Duty	\$40/hr	12/14/18	IEP Meeting, .75 hrs

\*To be prorated

<i>NAME</i>	<i>SCHOOL</i>	<i>CLASS/STEP</i>	<i>SALARY</i>	<i>EFFECTIVE DATE</i>	<i>ACTION INFORMATION</i>
Maderas, Ronald	Pine Grove	Extra Duty	\$40/hr	12/6/18	IEP Meeting, 1.33 hrs
Majewski, Katlin	Pine Grove Shaw	Hourly	\$25	2018-19	Art Enrichment, 28 hr wk
Manfredi, Patricia	Lakeview	Extra Duty	\$40/hr	12/4-12/19/18	Intervention, 6 hrs
Mason, Caryn	Charter I/S	Hourly	\$30	12/3-12/20/18	Support Teacher, 96 hrs
Mason, Joshua	Charter HS	Extra Duty	\$40/hr	12/4-12/6/18	Intervention, 2 hrs
Matautia, Jewelee	Charter K-8	Hourly	\$25	12/3-12/14/18 12/3-12/13/18	Intervention, 56.5 hrs Art Enrichment, 2 hrs
May, Dawn	Pine Grove	Daily	\$110	12/17-12/20/18	Shadow for Replacement Teacher, 4 days
McGarity, Susan	Pine Grove Charter K-8	Extra Duty	\$40/hr	12/3-12/18/18	Before and After School Band, 11.5 hr
McKee, Vada	Orcutt	Extra Duty	\$40/hr	12/10-12/11/18	Worked Prep, 2 hrs
Millan, Laurie	Shaw	Hourly	\$25	12/3-12/11/18	Intervention, 35 hrs
Miller, Heidi	District	Extra Duty	\$40/hr	12/17-12/20/18	Home & Hospital, 3.25 hrs
Murch, Tamara	Orcutt	Hourly	\$25	12/3-12/21/18	ELD Support, 64 hrs
Naess, Jennifer	Patterson	Extra Duty	\$47.10/hr	12/4-12/10/18	IEP Meetings, 3.25 hrs
Nordwall, Jubilee	Orcutt	Extra Duty	\$350 \$40/hr	9/5-10/2/18 12/10-12/14/18	Sports Supervisor, 6 game bonus Worked Prep, 2 hrs
Ortiz, Patricia	Nightingale	Extra Duty	\$40/hr	12/3-12/17/18	Foster Tutoring, 6 hrs
Padilla, Valerie	Shaw	Extra Duty	\$47.10/hr	12/4-12/14/18	IEP Meetings, 1.7 hrs
Parker, Jessica	Nightingale	Extra Duty	\$47.10/hr	11/27-12/6/18	IEP Meeting, 2 hr
Parsley, Meghan	Shaw	Hourly	\$25	12/3-12/20/18 12/12-12/18/18	Intervention, 44 hrs Dibels, 23.5 hrs
Partida, Kristi	Lakeview	VI-20	\$97,555	6/12/2019	Resignation
Pedersen, Ole	Charter HS	VI-20	\$97,555	6/12/19	Resignation

\*To be prorated

<i>NAME</i>	<i>SCHOOL</i>	<i>CLASS/STEP</i>	<i>SALARY</i>	<i>EFFECTIVE DATE</i>	<i>ACTION INFORMATION</i>
Penk, Heather	Charter HS	Extra Duty	\$40/hr	12/3-12/21/18 12/3-12/12/18	Morning Library Support, 8 hrs Intervention, 6 hrs
Perales, Anita	Nightingale	Extra Duty	\$47.10/hr	12/4-12/20/18	IEP Meetings, 2.5 hrs
Perez, Cecilia	Orcutt	Extra Duty	\$40/hr	12/6/18	Worked Prep, 1 hr
Ramin, Ginger	Orcutt	Extra Duty	\$47.10/hr	11/15-12/2/18	IEP Meetings, 2.8 hrs
Ramos, Lynn	Nightingale	Extra Duty	\$40/hr	12/17/18	IEP Meeting, 1 hr
Revell-Qian, Susan	Shaw / Olga Reed Charter I/S	Extra Duty	\$47.10/hr	12/5-12/7/18	IEP Meetings, 4.25 hrs
Reynolds, Crystal	Orcutt	Extra Duty	\$40/hr	12/14/18	Worked Prep, 1 hr
Rianda, Terry	District	V-20	\$93,119	6/12/19	Request to Participate in Early Retirement Program
Richards, Laura	Nightingale District	Hourly	\$25	12/3-12/19/18 12/13/18	Art Enrichment, 52 hrs Dibels, 6 hrs
Riezebos, Stacy	Patterson	Extra Duty	\$40/hr	11/7-11/15/18	IEP Meetings, 2.5 hrs
Rowe, Tiffany	Shaw Pine Grove	Hourly	\$25	12/5-12/21/18 12/3-12/19/18	Art Enrichment, 49 hrs Art Enrichment, 46 hrs
Salinas, Ernie	Orcutt	Extra Duty	\$40/hr	12/11/18	Worked Prep, 1 hr
Salvesen, Kris	Pine Grove	Hourly	\$25	12/3-12/18/18	Intervention, 40 hrs
Sanders, Greg	Lakeview	Extra Duty	\$40/hr	12/1-12/20/18	After School Computer Lab, 3 hrs
Savaso, Lisa	Nightingale	Extra Duty	\$40/hr	12/20/18	IEP Meeting, .75 hr
Saylor, Jennifer	Nightingale	Extra Duty	\$40/hr	12/4/18	IEP Meeting, .67 hr
Schneider, Heidi	Lakeview	VI-20	\$97,555	6/12/2019	Request to Participate in Early Retirement Program
Schmidt, Christopher	Orcutt	Extra Duty	\$470	10/25-12/18/18	Sport Supervisor, 8 game bonus
Schubert, Danielle	Orcutt	Extra Duty	\$40/hr	12/13/18	Worked Prep, 1 hr
Shannon, Joanne	Dunlap	Extra Duty	\$40/hr	11/30/18	IEP Meeting, .50 hr

\*To be prorated

<i>NAME</i>	<i>SCHOOL</i>	<i>CLASS/STEP</i>	<i>SALARY</i>	<i>EFFECTIVE DATE</i>	<i>ACTION INFORMATION</i>
Sharp, Augusta	Orcutt	Extra Duty	\$40/hr	12/7-12/18/18	Worked Prep, 3 hrs
Sherer, Diana	Charter I/S	Hourly	\$30	12/4-12/20/18	Support Teacher, 72 hrs
Shuffield, Jamie	Shaw	Hourly	\$25	12/3/18	Long Term Sub Assign, 2 hrs
Slezak, Sarah	Lakeview / Orcutt	Extra Duty	\$40/hr	12/6-12/20/18	Before/After School Jazz Band, 4 hrs
Smith, April	Lakeview	Hourly	\$25	12/3-12/14/18	ELD Support Teacher, 19 hrs
Smithson, Allen	Shaw / Dunlap	Extra Duty	\$40/hr	12/3-12/21/18	Before/After School Band, 15.25 hrs
Stapp, Haylee	Patterson	Extra Duty	\$47.10/hr	12/11/18	IEP Meeting, 1.5 hrs
Sternjacob, Zachary	Orcutt	Extra Duty	\$40/hr	12/20/18 12/6-12/20/18	Detention, 1 hr Worked Prep, 17 hrs
Sullivan, Katie	District	Hourly	\$40/hr	12/3-12/14/18	Dibels, 37.5 hrs
Sussex, Joy	Patterson	V-6	\$62,524	2019-20	Request Unpaid Leave of Absence
Taubenheim, Michael	Orcutt	Extra Duty	\$40/hr	12/6-12/7/18	Worked Prep, 2 hrs
Vasquez, Ann	Nightingale	Extra Duty	\$40/hr	12/17-12/20/18	IEP Meetings, 1.75 hrs
Vidal, Jerred	Lakeview	Extra Duty	\$40/hr	12/20/18 12/5-12/19/18	Worked Prep, 1 hr After School Computer Lab, 2 hrs
Wagonseller, Jeff	Nightingale	Daily	\$300	11/6-12/6/18	Sub Administrator, 5 days
Washburn, Scott	Charter I/S	Hourly	\$30	12/4-12/19/18	Support Teacher, 72 hrs
Westhoff, Kazan	Nightingale	Extra Duty	\$47.10/hr	11/29-12/20/18	IEP Meetings, 3.5 hrs
Whitehair, Steven	Patterson	Extra Duty	\$47.10/hr	12/10-12/11/18	IEP Meetings, 3 hrs
Whitted, Dana	Olga Reed	Hourly	\$25	10/8-12/14/18 12/4-12/13/18	Intervention, 124.8 hrs Art Enrichment, 5 hrs
Winkpleck, Dustin	Patterson	Extra Duty	\$40/hr	12/11-12/20/18	After School Computer Lab, 4 hrs
Winkpleck, Lyn	Orcutt	Extra Duty	\$470 \$40/hr	10/25-12/18/18 12/4-12/20/18	Sports Supervisor, 8 game bonus After School Computer Lab, 6 hrs
Woodruff, Jenna	Dunlap	Daily	\$110	12/3-12/12/18	Shadow for Long Term Sub Assign, 3 days

\*To be prorated

<i>NAME</i>	<i>SCHOOL</i>	<i>CLASS/ STEP</i>	<i>SALARY</i>	<i>EFFECTIVE DATE</i>	<i>ACTION INFORMATION</i>
Yamaichi, Anna	Olga Reed	Hourly	\$25	12/4-12/14/18 12/3-12/14/18	Art Enrichment, 6.5 hrs ELD Support Teacher, 39.5
Yamamoto, Alana	Dunlap	Extra Duty	\$47.10/hr	12/11-12/20/18	IEP Meetings, 2.5 hrs
York, Sarah	Patterson District	Hourly	\$25	12/11-12/20/18 12/3-12/14/18 12/17-12/20/18	After School Computer Lab, 4 hrs Intervention, 50 hrs Dibels, 24 hrs
Zamudio, Kelli	Orcutt	Extra Duty	\$40/hr	12/7/18	Worked Prep, 1 hr
Zucker, Anna	Orcutt	Extra Duty	\$40/hr	12/7/18	Worked Prep, 1 hr

\*To be prorated

## Warrants

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

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



**ORCUTT UNION SCHOOL DISTRICT  
BOARD OF TRUSTEES  
SPECIAL BOARD MEETING  
January 9, 2019**

**CALL TO ORDER**

A special meeting of the Board of Trustees of the Orcutt Union School District was held on Wednesday day, January 9, 2019 beginning with Lisa Morinini calling Public Session to order at 9:10 a.m. Lisa Morinini led the Pledge of Allegiance. Members Present: Morinini, Phillips, Waffle, Steller and Henderson. Administrator Present: Blow, California School Board Association Consultant: Luan Burman Rivera. It was moved by Liz Phillips, seconded by Melanie Waffle and carried to adopt the January 9, 2019, agenda as presented. Ayes: Morinini, Phillips, Waffle, Steller and Henderson.

**PUBLIC COMMENT**

There was no public comment.

**BOARD/SUPERINTENDENT GOVERNANCE WORKSHOP**

The Governance Team participated in a workshop conducted by the California School Board Association (CSBA) Consultant, Luan Burman Rivera, on Governance Practices; including unity of purpose, roles and responsibilities, norms and protocols.

**ADJOURN**

It was moved by Liz Phillips, seconded by Melanie Waffle and carried to adjourn the meeting at 3:16 p.m. Ayes: Morinini, Phillips, Waffle, Steller and Henderson.

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Deborah Blow, Ed.D., Board Secretary

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Liz Phillips, Clerk, Board of Trustees

**ADJOURN**

It was moved by Liz Phillips seconded by Melanie Waffle and carried to adjourn the meeting at 6:33 p.m.

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Deborah L. Blow, Ed.D. Board Secretary

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Liz Phillips, Clerk, Board of Trustees

**ORCUTT UNION SCHOOL DISTRICT  
BOARD OF TRUSTEES  
REGULAR MEETING MINUTES  
January 16, 2019**

**CALL TO ORDER**

A regular meeting of the Board of Trustees of the Orcutt Union School District was held on Wednesday, January 16, 2019, beginning with Lisa Morinini calling Public Session to order at 6:45 p.m. The Pledge of Allegiance was led by Shaun Henderson. Members Present: Morinini, Phillips, Waffle, Steller and Henderson. Administrators Present: Blow, Con, Edds, Salucci and Fell.

**ADJOURN TO CLOSED SESSION**

It was moved by Liz Phillips seconded by Melanie Waffle and carried to adjourn to Closed Session at 6:46 p.m. Ayes: Morinini, Phillips, Waffle, Steller, and Henderson.

**RECONVENE TO PUBLIC SESSION**

The meeting reconvened to Public Session at 7:16 p.m. Lisa Morinini reported that no action was taken in closed session. It was moved by Melanie Waffle, seconded by Shaun Henderson and carried to adopt the January 16, 2019, agenda as presented. Ayes: Phillips, Morinini, Steller, Waffle and Henderson.

**SUPERINTENDENT'S REPORT**

Lee Ann Luongo, Director of OCAF, gave an OCAF update. She gave the newly elected board members, Shaun Henderson, Melanie Waffle and Mark Steller an OCAF T-shirt. OCAF Gala invitations are at the printers and will be mailed soon. The OCAF Gala will be on Saturday, February 23, 2019, at the Santa Maria Country Club, beginning at 5:30 p.m. Joe Dana, Director of Charter Schools, and Cher Manich, Teacher on Special Assignment did a presentation on English Language Development (ELD) at Olga Reed School. Parents and students thanked Dr. Blow and the Board for giving them the opportunity to learn English. Dr. Holly Edds, Assistant Superintendent, Educational Services gave a presentation titled "OUSD Targets Vaping". She invited the board to attend a Vaping Meeting for Parents on Wednesday, January 23, 2019, at Orcutt JHS Multi-Purpose Room, beginning at 6:00 p.m.

**PUBLIC COMMENT**

Patricia Frutos commented on Dual Immersion, and Meghan Fargen commented on Language Acquisition. Dr. Blow will follow up with both individuals regarding questions and concerns. Monique Segura, OEA President gave an OEA update. OEA will be donating a gift basket to the OCAF Gala and they purchased two tickets to the Gala that will be raffled off to teachers that would like to attend. Dr. Blow and Walter Con gave a Facilities update.

**Written Communication**

None

**CONSENT AGENDA ITEMS**

- A. Classified Personnel Action Report
- B. Certificated Personnel Action Report
- C. Approval of Warrants
- D. Minutes, Regular Board Meeting, December 12, 2018
- E. Board Policy 6170.1, Transitional Kindergarten Program, for second reading
- F. Board Policy, 6190, Evaluation of the Instructional Program, for second reading
- G. Williams/Valenzuela Uniform Complaints Quarterly Report

It was moved by Liz Phillips, seconded by Melanie Waffle, and carried to approve Consent Agenda Items A through I, as submitted. Ayes: Phillips, Morinini, Steller, Waffle and Henderson.

**ACTION AGENDA ITEMS**

**Consolidation of Charter and Regular Board Meetings**

It was moved by Liz Phillips, seconded by Melanie Waffle, and carried to approve the Consolidation of Charter and Regular Board Meetings, as submitted. Ayes: Phillips, Morinini, Waffle, and Henderson. Abstain: Mark Steller.

**Construction Change Orders – Indoor Environmental Services (IES) Agreement, Prop 39**

It was moved by Melanie Waffle, seconded by Liz Phillips, and carried to approve the two change orders and authorize payment for Indoor Environmental Services (IES) Agreement, Prop 39, as submitted.

**Notice of Completion, Alice Shaw Site Safety and Security Project**

It was moved by Liz Phillips, seconded by Mark Steller and carried to approve the Notice of Completion, Alice Shaw Site Safety and Security Project, as submitted. Ayes: Phillips, Morinini, Steller, Waffle and Henderson.

**Deductive Change Orders – Big Wakoo Fence, Inc., and RK & G Construction, Inc. Alice Shaw Site Safety and Security Project**

It was moved by Liz Phillips, seconded by Melanie Waffle and carried to approve the Deductive Change Orders for Big Wakoo Fence, Inc. and RK & G Construction, Inc. Alice Shaw Site Safety and Security Project, as submitted. Ayes: Phillips, Morinini, Steller, Waffle and Henderson.

**Board Policy 5148.3, Preschool/Early Childhood Education**

It was moved by Melanie Waffle, seconded by Shaun Henderson and carried to adopt the revisions to Board Policy 5148.3, Preschool/Early Childhood Education for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Phillips, Morinini, Steller, Waffle and Henderson.

**Board Policy 6145.2, Athletic Competition**

It was moved by Mark Steller, seconded by Shaun Henderson and carried to adopt the revisions to Board Policy 6145.2, Athletic Competition for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Phillips, Morinini, Steller, Waffle and Henderson.

**Board Policy 6152.1, Placement in Mathematics Courses**

It was moved by Mark Steller, seconded by Melanie Waffle and carried to adopt the revisions to Board Policy 6152.1, Placement in Mathematics Courses for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Phillips, Morinini, Steller, Waffle and Henderson.

**Board Policy 6178, Career Technical Education**

It was moved by Liz Phillips, seconded by Mark Steller and carried to adopt the revisions to Board Policy 6178, Career Technical Education for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Phillips, Morinini, Steller, Waffle and Henderson.

**CalState Teach Memorandum of Understanding Agreement**

It was moved by Melanie Waffle, seconded by Liz Phillips and carried to approve the CalState TEACH Memorandum of Understanding to provide Student Teacher Placement for CalState TEACH students in the Teacher Preparation Program with the Orcutt Union School District, as submitted. Ayes: Phillips, Morinini, Steller, Waffle and Henderson.

**Revision of Classified Substitute Pay Rate**

It was moved by Shaun Henderson, seconded by Melanie Waffle and carried to approve the Classified Substitute Pay Schedule effective, February 1, 2019, as submitted. Ayes: Phillips, Morinini, Steller, Waffle and Henderson.

**ITEMS FROM THE BOARD**

None

**GENERAL ANNOUNCEMENTS**

Unless otherwise noticed, the next regular board meeting is scheduled for Wednesday, February 13, 2019, with Closed Session beginning at 6:00 p.m. followed by Public Session at 6:30 p.m. in the District Office Board Room, 500 Dyer Street, Orcutt, CA.

**ADJOURN**

It was moved by Liz Phillips, seconded by Melanie Waffle and carried to adjourn the meeting at 8:24 p.m.

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Deborah L. Blow, Ed.D. Board Secretary

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Liz Phillips, Clerk, Board of Trustees



Orcutt Academy High School  
Administration Office

**TO:** Dr. Deborah Blow, Superintendent

**FROM:** Mr. Rhett Carter, OAHS Principal

**BOARD MEETING DATE:** February 13, 2019

**BOARD AGENDA ITEM:** OAHS Varsity Boys Tennis Team

**BACKGROUND:** Orcutt Academy High School Varsity Boys Tennis Team will be attending the Pete Brown "First Serve" Boys High School Team Tennis Tournament at Marina High School in Huntington Beach, CA. This will be an overnight trip with our team staying at a hotel within three miles of the tournament site for 1 night. Our team will depart from OAHS on the morning of Friday, March 2, 2019 and return on the evening of Saturday, March 3, 2019. Coach Art Lopez, Assistant Coach and parents will be accompanying our tennis team to this tournament.

Transportation will be provided by coaches and parent drivers. All costs will be paid for out of the boys' tennis fundraising account.

**RECOMMENDATION:** Staff recommends that this overnight trip be approved as submitted.

**FUNDING:** No Impact on General Fund



Orcutt Academy High School  
Administration Office

**TO:** Dr. Deborah Blow, Superintendent

**FROM:** Mr. Rhett Carter, OAHS Principal

**BOARD MEETING DATE:** February 13, 2019

**BOARD AGENDA ITEM:** "Every 15 Minutes"

**BACKGROUND:** This year Orcutt Academy High School will be participating in the event "Every 15 Minutes". Every 15 Minutes Program offers students real-life experience without the real-life risks. This emotionally charged program, entitled Every 15 Minutes, is an event designed to dramatically demonstrate to teenagers the potential dangerous consequences of drinking alcohol and texting while driving. This powerful program will challenge students to think about drinking, texting while driving, personal safety, and the responsibility of making mature decisions when lives are involved.

This event will take place over a two-day period, April 4-5, 2019. About 30 OAHS students will be involved in this experience. The students participating will be spending one night at the Radisson Hotel with support staff, counselors and police officers who will facilitate the retreat.

**RECOMMENDATION:** Staff recommends that this overnight trip be approved as submitted.

**FUNDING:** No Impact on General Fund

# ***Orcutt Junior High School***

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



February, 2019

Dear Orcutt Union School District Board,

As in the previous years, the Journalism and Leadership classes from Orcutt Jr. High School would like to plan an overnight trip to participate in the Disney Resort YES Programs on April 12 through the 13<sup>th</sup>, of this school year.

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

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

The Orcutt Jr. High School Journalism and Leadership classes would like to ask for your permission to miss school Friday, April 12, 2019 to take this educational field trip. We have already raised the money for the trip. Thank you for your consideration.

Sincerely,

***The Orcutt Junior High School Journalism and Leadership Classes of 2018-2019***



ORCUTT UNION SCHOOL DISTRICT
REQUEST FOR ACCEPTANCE OF GIFT

SCHOOL: Orcutt Academy K-8 Date: January 15, 2019

DONOR: Name: Milan Educational, LLC dba Kuman Math & Reading Center of Orcutt, Shakira Patel
Address: 2352 Bentley Avenue, Santa Maria, CA 93458
Phone No. 805-354-0650

GIFT: Item Donated or Cash Donation \$ 400.00
Designated for: Girl Basketball Team
General Description: Check
Model No.: Condition: [X] New [ ] Used
Value (estimated):
Purpose of Gift: To defray expenses associated with Girl Basketball Team
Will gift be purchased through Business Services Office? [ ] Yes [X] No
Donor Conditions of Acceptance:

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

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

Acceptance Requested By (OUSD Staff Member): Reyes Gonzalez, Office Manager
Acceptance Approved By (Administrator): [Signature]
RECOMMENDATIONS: Principal or District Representative

BOARD ACTION: Date Accepted: Date Denied:
Please submit request to the Superintendent's Office. (If denied, explanation is on reverse side of this form.)





**ORCUTT UNION SCHOOL DISTRICT**  
**REQUEST FOR ACCEPTANCE OF GIFT**

**SCHOOL:** Orcutt Academy K-8 Date: January 30, 2019

**DONOR:** Name: Air Control Heating and Air Conditioning  
Address: P.O.Box 5505, Santa Maria, CA 93456  
Phone No. 805-714-9573

**GIFT:** Item Donated \_\_\_\_\_ or Cash Donation \$ 300.00  
(Fill in if money is donated)  
Designated for: Boy Basketball Team  
General Description: Check  
Model No.: \_\_\_\_\_ Condition:  New  Used  
Value (estimated): \_\_\_\_\_  
Purpose of Gift: To defray expenses associated with Boy Basketball Team  
Will gift be purchased through Business Services Office?  Yes  No  
Donor Conditions of Acceptance: \_\_\_\_\_

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

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

Acceptance Requested By (OUSD Staff Member): Reyes Gonzalez, Office Manager  
Acceptance Approved By (Administrator): *[Signature]*  
RECOMMENDATIONS: Principal or District Representative \_\_\_\_\_

BOARD ACTION: Date Accepted: \_\_\_\_\_ Date Denied: \_\_\_\_\_

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



**ORCUTT UNION SCHOOL DISTRICT**  
**REQUEST FOR ACCEPTANCE OF GIFT**

**SCHOOL:** Orcutt Academy Independent Study Date: 12/21/2018

**DONOR:** Name: Cindy Files  
Address: 920 Calle Tio, Nlpomo, CA 93444  
Phone No. 805-929-4577

**GIFT:** Item Donated \_\_\_\_\_ or Cash Donation \$300.00  
(Fill in if money is donated)  
Designated for: Library Books  
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? \_\_\_\_\_
- C. Will donor pay installation costs?  Yes  No
- D. Will there be operating costs?  
If yes, what type?  Yes  No

Acceptance Requested By (OUSD Staff Member): Dana Alford  
Acceptance Approved By (Administrator): [Signature]  
RECOMMENDATIONS: Principal or District Representative \_\_\_\_\_

BOARD ACTION: Date Accepted: \_\_\_\_\_ Date Denied: \_\_\_\_\_

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

January 28, 2019

To: Dr. Deborah Blow, Superintendent,  
and Board of Trustees  
From: Joe Dana, Principal, Olga Reed School  
Re: A Generous Donation

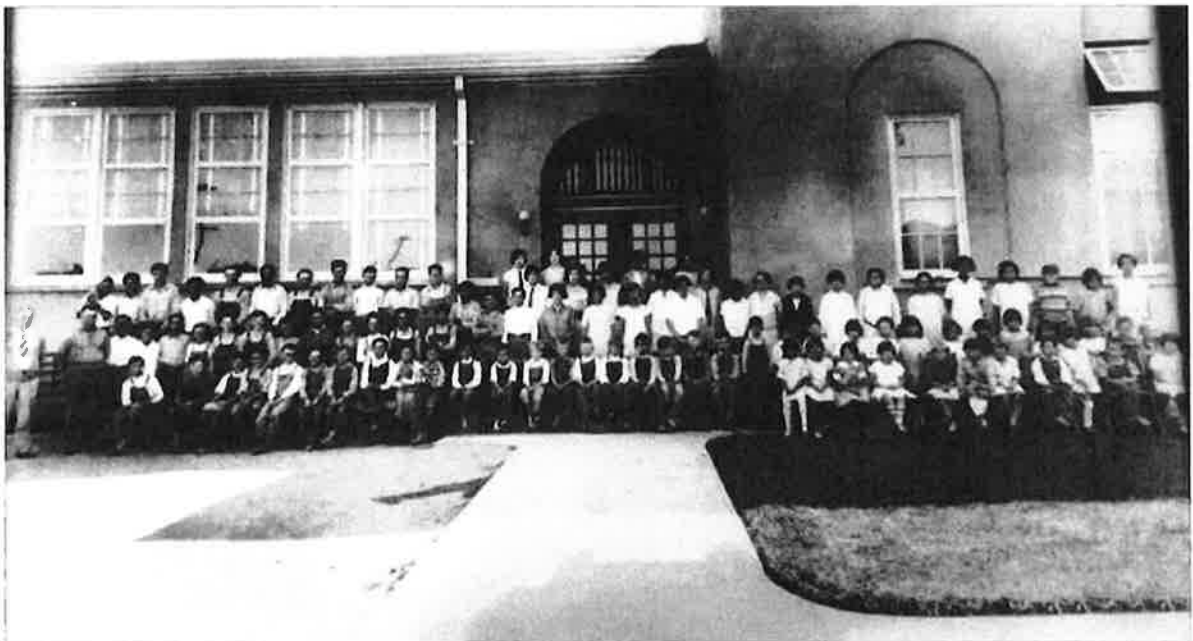


*Olga Reed School  
480 Centennial Street  
P.O. Box 318  
Los Alamos, CA 93440*

On behalf of the students, families, and staff of Olga Reed School, I respectfully ask that you accept and acknowledge a generous donation to our school from Mr. Maynard Silva, a Los Alamos native who now resides in Orcutt. Mr. Silva recently donated to our school a historic photo of students and staff posing in front of the old Los Alamos School building. We do not have a specific date for the photo, but Mr. Silva believes it was taken between 1927 and 1929. The photo is too good not to share with you; you can see it below. Also, we now have it on display in our school library.

We have had the chance to personally thank Mr. Silva, but we know he would appreciate your direct communication to him at the following address: 519 Fair Oaks Drive, Santa Maria, CA 93455.

Thank you.





ORCUTT UNION SCHOOL DISTRICT
REQUEST FOR ACCEPTANCE OF GIFT

SCHOOL: Pine Grove Elementary School Date: 1/22/2019

DONOR: Name: Ms. Cynthia Wilson
Address: 430 S. First St. Santa Maria CA 93455
Phone No. 805-444-2880

GIFT: Item Donated Casio keyboard DGX-220 or Cash Donation \$
Designated for: Susan McGarity, music teacher
General Description: keyboard
Model No.: DGX-220 Condition: [X] New [X] Used
Value (estimated):
Purpose of Gift: To enhance the music program at Pine Grove School
Will gift be purchased through Business Services Office? [ ] Yes [X] No
Donor Conditions of Acceptance:

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

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

Acceptance Requested By (OUSD Staff Member): Susan McGarity
Acceptance Approved By (Administrator): Leslie Wagonseller
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.)



# Pine Grove Elementary School

1050 East Rice Ranch Road Santa Maria, CA 93455 (805)938-8800 Fax (805) 938-8849

January 22, 2019

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

Dear Dr. Blow and Board;

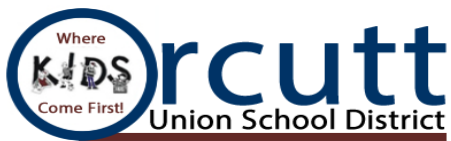
On behalf of Pine Grove School, I am requesting that the Board of Trustees accept a donation of a Casio keyboard DGX-220 from Ms. Cynthia Wilson. The keyboard will be used to enhance our music program.

The generosity of Ms. Wilson is greatly appreciated.

Sincerely,

  
Leslie Wagonseller  
Principal

Ms. Cynthia Wilson  
430 S. First St.  
Santa Maria CA 93455



**BOARD OF TRUSTEES**

SHAUN HENDERSON  
LISA MORININI  
LIZ PHILLIPS  
MARK STELLER  
MELANIE WAFFLE

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

Where a Dedicated Staff Means  
**KIDS COME FIRST**

TO: Board of Trustees

FROM: Deborah Blow, Ed.D.  
Superintendent

BOARD MEETING DATE: February 13, 2019

BOARD AGENDA ITEM: Governance Handbook

BACKGROUND: On January 9, 2019, Orcutt Union School District Board of Trustees and Superintendent participated in a workshop on Effective Governance with a trainer from the California School Boards Association. This document reflects the governance team’s discussion about developing and sustaining a framework for effective governance and includes highlights of conversation about unity of purpose, roles, norms and protocols that enable the governance team to continue to perform its responsibilities in a way that best serves all students.

RECOMMENDATION: Staff recommends that the Board of Trustees approve the Governance Handbook, as submitted.

FUNDING: Not applicable



## Orcutt Union School District Governance Handbook

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February 13, 2019

### Board of Trustees

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Lisa Morinini, President

Liz Phillips, Clerk

Shaun Henderson, Member

Mark Stellar, Member

Melanie Waffle, Member

### Superintendent

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Dr. Deborah Blow

#### EFFECTIVE GOVERNANCE

Unity of Purpose, Roles, Responsibilities, Norms and Protocols

*This document reflects the governance team's work on the creation of a framework for effective governance. This process involves **ongoing** discussions and agreements about unity of purpose, roles, norms and protocols that enable the governance team to continue to perform its responsibilities in a way that best benefits all children.*

*On June 16, 2018 and January 9, 2019, Orcutt Union School District Board of Trustees and Superintendent participated in workshops on Effective Governance with the California School Boards Association. This document reflects the governance team’s discussions about developing and sustaining a framework for effective governance and includes highlights of their conversation about unity of purpose, roles, norms and protocols that enable the governance team to continue to perform its responsibilities in a way that best serves all students.*

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## UNITY OF PURPOSE

*Unity of purpose is the common focus, overarching goals, and the core values, beliefs and principles governing body members share in common about children, the district and public education*

## UNITY OF PURPOSE

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### We Believe that a Strong Governance Team is One...

- Where Team member's respects each other and the team, as a whole.
- In which every team member is committed to his/her role and to working as a team.
- Where everyone comes to meetings prepared and pays attention to the agenda.
- In which folks work as a team while allowing for individual perspectives.
- Where everyone keeps their focus on our vision and the purpose of the district.
- That provides leadership and works toward common goals.

## UNITY OF PURPOSE

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### I Chose to Serve on this Governance Team, Because...

- I believe in service above self.
  - Of the importance of educating youth
  - I wanted to give back to the community and district and continue to see our award winning district continue to go down the same path.
  - I love the School District and have always been a part of it.
  - We all have equity in the game.
  - I believe that my background and life experiences are of benefit to the District.
  - Kids come first!
- 
-

## UNITY OF PURPOSE

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### What We Are Most Proud of About this District and Want to Preserve:

- That we are kid focused, our family atmosphere and collaborative decision making
- Our strong communication
- That we provide a strong academic program for our students in a safe, nurturing environment.
- Strong, respectful leadership that has been built year after year
- Strong messaging – We promote the culture of the district and make it desirable for families and teachers to be here.
- The Board is visible and approachable which leads to a family environment.
- We do well with interventions for students who need extra help.
- District change is minimal in comparison to other districts.
- Strong social media
- Our technology
- 21<sup>st</sup> Century classrooms
- Coming together as a team that puts kids first and communicates that message.
- Kids come first – we provide good stewardship even during bad times.
- The success of our charter schools
- What has been done with the budget - Flexibility with the money that we had.
- Advancement of learning opportunities
- Maintaining high expectations for all – we expect students to meet those high expectation and educators to teach high expectations.

## UNITY OF PURPOSE

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### What We Hope to Accomplish as a Team...

- Being a team.
- Continuing to advance technology
- Having the district and community become more involved with each other.
- Staying focused on our goals and continuing the excellence
- Maintaining the focus on putting children first; focusing on programs that help them prepare for their future – addressing the ‘whole child.’”
- Appreciating and supporting the staff
- Transparency and stability

## **Our Mission**

Opportunities for learning are limitless. The Orcutt Union School District's mission is to nurture, educate, empower, and inspire our children to successfully navigate and thrive in an ever changing world.

## **Our Vision**

As the heart of the communities we serve, the Orcutt Union School District will foster high levels of student success through multiple pathways of learning. By offering a world-class education, our district will lead the way in innovation and creativity, and will be known for its caring, collaborative and inclusive culture.

## **Our Goals**

**High Quality Instruction:** We will provide and support engaging, high quality instruction, which promotes active learning and maximizes student achievement.

**21st Century Skills:** We will provide students with an innovative 21st century curriculum that will enable them to compete in a global society.

**Flexible Learning Environments:** We will create flexible learning environments that will encourage new delivery models and expand students' opportunities for learning.

**Whole Child:** We will provide a rich and diverse curriculum in a positive and safe atmosphere to address the needs of the whole child.

**Resources:** We will utilize our existing and future resources and explore new avenues to support the goals of our district.

# GAINING CLARITY ON ROLES AND RESPONSIBILITIES

## The Role of the Board and Superintendent - CSBA:

School board “trustees” are the representatives of the people, elected to ensure the district schools educate the children in consideration of the interests of the local community. The role of the School Board is to govern the school district.

The superintendent is hired by the school board to provide the professional expertise in the day-to-day operations of the district. The role of the Superintendent is:

1. To work with the school board to develop an effective governance leadership team.
2. To serve as the chief administrative officer for the school district.

## Performing Board Responsibilities - CSBA:

### We Set the Direction for the Community’s Schools by:

- Focusing on student learning.
- Assessing district needs.
- Generating, reviewing and revising setting direction documents: (beliefs, vision, priorities, strategic goals, success indicators)
- Ensuring an appropriate inclusive process is used to develop these documents.
- Ensuring that these documents are the driving force for all district efforts.

### We establish an effective and efficient Structure for the school district by:

- Employing the superintendent.
- Setting policy for hiring of other personnel.
- Setting policies.
- Setting direction for and adopting the curriculum.
- Establishing budget priorities and adopting the budget.
- Overseeing facilities issues.
- Providing direction for and voting to accept collective bargaining agreements.

### We Provide Support through our behavior and actions by:

- Acting with a professional demeanor that models the district’s beliefs and vision.
- Making decisions and providing resources that support mutually agreed upon priorities and goals.
- Upholding board approved district policies.
- Ensuring a positive personnel climate exists.
- Being knowledgeable about district efforts and able to explain them to the public.

**We Ensure Accountability to the Public by:**

- Evaluating the superintendent.
- Monitoring, reviewing and revising policies.
- Serving as a judicial and appeals body.
- Monitoring student achievement and program effectiveness and requiring program changes as indicated.
- Monitoring and adjusting district finances.
- Reviewing facilities issues.
- Monitoring the collective bargaining process.

**We Act as Community Leaders by:**

- Speaking with a common voice about district priorities, goals and issues.
  - Engaging and involving the community in district schools and activities.
  - Communicating clear information about policies, programs and fiscal conditions of the district.
  - Educating the community and the media about issues facing the district and public education.
  - Advocating for children, district programs and public education to the general public, community, and local, state and national leaders.
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# Orcutt Union School District Governance Team

## AGREEMENTS TO FACILITATE GOVERNANCE LEADERSHIP

### Governance Team Norms and Protocols:

The Board of Education for the Orcutt Union School District is entrusted by the community to uphold the Constitutions of California and the United States, to protect the public's interest in the schools, and to ensure that a high-quality education is provided to each student. To effectively meet district challenges, the Board and Superintendent must function together as a governance leadership team. Agreed upon behaviors or norms, and operating procedures or protocols, support consistent behavior and actions among team members. The purpose of the Orcutt Union SD governance team agreements is to ensure that a positive and productive working relationship exists among board members, the superintendent, district staff, students, and the community. Norms and protocols are developed for and by the members of the governance team and may be modified over time as needed.

### *Our Agreements to Facilitate Governance Leadership:*

## **Norms**

**Our Governance Team wishes to create a culture that models ...**

- **Commitment to the district and to the work:**
  - **Preparing for and attending meetings**
  - **Attendance –ensuring that there is a quorum**
  - **Being at schools and school events**
- **Flexibility – working with the entire group to represent the Board and respond to the need for special meetings.**
- **Open, honest communication**
- **Agreeing to disagree without hard feelings**
- **Demonstrating respect for one another**
- **Taking the time to get to know each other**
- **Thinking through items before bringing them forth in open session**

*To this end, we have adopted the following meeting guidelines:*

## Meeting Guidelines

- We will keep our focus on the best interest of our students.
- We will stay focused on our goals and avoid getting sidetracked from the agenda.
- We will wait to speak until a team member has finished talking.
- Everyone's opinions count; we will be open to the ideas of others.
- We will build upon the ideas of others and look for common ground. We will paraphrase for understanding.
- Each member will take responsibility for the work of the team. We will each be responsible for the success of the meeting – participate equally and address concerns.
- We will respect differences and show respect.
- We will respect the recommendations, logic and guidance of the staff.
- We will come to meetings prepared, ask questions in advance and not put staff on the spot.
- We will work toward the future – learning from the past.

# ORCUTT UNION SCHOOL DISTRICT

## Protocols

### STRUCTURE AND PROCESS

Effective Governance Teams discuss and agree upon the formal structures and processes, or protocols, used by the Board and Superintendent in their functioning as a team. These structures and processes guide the operation of the Governance Team and determine how they do business. Protocols are the agreements that ensure that all members of the team are operating within their agreed upon roles.

The following protocols were developed by the Governance Team.

#### *Protocols to Facilitate Governance Leadership:*

	<b>Confidentiality</b>
<b>Rationale</b>	<ul style="list-style-type: none"> <li>The governing board recognizes the importance of maintaining the confidentiality of information acquired as part of a board member's official duties.</li> </ul>
<b>Protocol</b>	<ul style="list-style-type: none"> <li>The responsibility of the board includes being privy to closed sessions or confidential information about district litigation, personnel, negotiations, superintendent evaluation, or other issues permitted under the Brown Act.</li> <li>All trustees will strive to maintain the public's trust by not breaching confidentiality.</li> <li>A trustee who inadvertently or accidentally violates a confidential issue, will take immediate responsibility for correcting the action and notifying the superintendent and/or president of the board.</li> </ul>

	<b>Receiving Community or Staff Concerns and/or Complaints</b>
<b>Rationale</b>	<ul style="list-style-type: none"> <li>Board members want to be accessible, responsive, consistent and fair in dealings with complaints and concerns from the community and staff.</li> <li>The board values open communication and timely resolution of issues.</li> </ul>
<b>Protocol</b>	<p>When approached with an issue or concern, trustees agree to:</p> <ul style="list-style-type: none"> <li>Listen openly, being careful to remain neutral, except when the issue is one that may come before us in our judicial role (personnel issues and student discipline). That information will be shared with the entire Board at the appropriate place and time - during the hearing. In that</li> </ul>



	<p>case, we will explain to the complainant that listening to their concern will require us to recuse ourselves when the matter does come before the Board, much the same way that a juror would be removed from the jury box for hearing evidence outside the courtroom during a trial.</p> <ul style="list-style-type: none"> <li>• Remind staff and members of the community that no individual trustee has the authority to solve the issue/concern.</li> <li>• Encourage addressing this with the person who can most directly help with their concern, e.g. teacher, principal, superintendent.</li> <li>• As appropriate, explain the district complaint or grievance process.</li> <li>• Trustees will notify the superintendent of the issue or concern, as appropriate.</li> </ul>
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<b>Requesting Information from Staff</b>	
<b>Rationale</b>	<ul style="list-style-type: none"> <li>• Critical to the ability of trustees to make informed decisions is timely access to information.</li> <li>• The superintendent wants to be responsive to requests for information, maintain the focus on district priorities and balance the management of staff time. Staff includes both district and site level leadership.</li> </ul>
<b>Protocol</b>	<ul style="list-style-type: none"> <li>• Trustees will always work through the superintendent when asking questions or requesting additional information on board meeting agenda items, as well as other district operational matters.</li> <li>• The superintendent will ensure timely responses to requests and will provide the information or direct trustees to the correct source. As appropriate, the superintendent will distribute answers to all trustees.</li> <li>• Board members will self-monitor to ensure one person's request for information does not divert an inappropriate amount of time from staff efforts to achieve district goals. Requests requiring inordinate amounts of time (to be defined) will be brought to the board to decide whether to support the request.</li> </ul>

<b>Role of the Board President and Agenda setting</b>	
<b>Rationale</b>	<ul style="list-style-type: none"> <li>• The board has an obligation to set an example of good government in action for the community.</li> <li>• The board intends for meetings to proceed professionally, efficiently and effectively.</li> <li>• The board president sets the tone and shapes the public's perception of the school board.</li> <li>• Each board member must have the opportunity to express his or her viewpoint during board deliberation.</li> </ul>
<b>Protocol</b>	<ul style="list-style-type: none"> <li>• The board president should meet with the superintendent at least once a month to develop the board meeting agenda.</li> </ul>

	<ul style="list-style-type: none"> <li>• Board members wishing to place topics on the board agenda will forward them to the board president for discussion with the superintendent at agenda setting meetings.</li> <li>• The board president facilitates the board meeting, supporting the effective flow of the discussion and encouraging input from all trustees while staying on task and moving forward. The board president will model the tone and manner the board wishes to convey to the community.</li> <li>• Following the board meeting, the board president with the superintendent will ensure there is appropriate follow-up and clarification of possible options for the board.</li> <li>• The board president serves as the primary spokesperson for the board.</li> <li>• The board president position will be determined annually through a rotation process.</li> </ul>
<b>Visiting Schools and School Events</b>	
<b>Rationale</b>	<ul style="list-style-type: none"> <li>• The board wants to be informed about instructional practices, and the needs of the students and staff with regard to school programs.</li> <li>• Visiting schools provides the opportunity to show appreciation and recognize staff for their work.</li> <li>• Site visits are not meant to be evaluative in nature or disruptive to classroom instruction.</li> </ul>
<b>Protocol</b>	<ul style="list-style-type: none"> <li>• Board members will have access to the school calendars and are encouraged to visit schools and attend school events.</li> <li>• Site visits will be arranged through the Superintendent, who will accompany Board Members on their visits.</li> <li>• Board Members may also participate in “Board Walks” without the Superintendent. The structure for “Board Walks” will be developed by the Superintendent and calendared around principals’ schedules.</li> <li>• The principal or assistant principal will accompany trustees on classroom visits.</li> <li>• The superintendent will ensure that staff is aware of the process and protocols for trustees visiting the classrooms.</li> <li>• It is understood that Board members share with the Superintendent, any concerns or issues brought up during a “Board Walk”.</li> </ul>

<b>Dealing with press/media</b>	
<b>Rationale</b>	<ul style="list-style-type: none"> <li>• The board wants to communicate a consistent message to the community</li> </ul>
<b>Protocol</b>	<ul style="list-style-type: none"> <li>• When contacted by the media, board members will refer the media to the board president, and/or the superintendent.</li> </ul>

	<ul style="list-style-type: none"> <li>• The Superintendent is the spokesperson for the district and the Board President is the spokesperson for the board.</li> <li>• If the press contacts the district office or superintendent, the board will be notified, as necessary.</li> </ul>
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<b>Welcoming/Orienting New Board Members</b>	
<b>Rationale</b>	<p><b><u>We believe:</u></b></p> <ul style="list-style-type: none"> <li>• New board members should feel welcomed and have opportunities to get to know other members of the governance team.</li> <li>• It is important to have opportunities to “heal any wounds” from the election process.</li> <li>• New board members need educational support and training from the governance team and outside sources (i.e., CSBA Institute for New and First Term Board Members).</li> <li>• New board members need to learn about the district and understand the district’s vision, purpose and culture.</li> <li>• New board members need to feel that they are part of our team and should participate in developing agreements about how we will work together.</li> </ul>
<b>Protocol</b>	<p><b><u>We Agree that:</u></b></p> <ul style="list-style-type: none"> <li>• Prior to the election an orientation will be held for all School Board Candidates. At this meeting the following information/items will be shared with potential new Board Members: <ul style="list-style-type: none"> <li>○ Information about the district</li> <li>○ School governance and the role of the Board</li> <li>○ The Orcutt Union SD Governance Handbook</li> <li>○ CSBA Professional Governance Standards</li> <li>○ The history and traditions of Orcutt Union SD</li> </ul> </li> <li>• Board candidates will be informed about the dates of the CSBA Annual Conference – and hotel reservations and registration for the New Board Member Orientation and the Annual Conference will be arranged for all new board members.</li> <li>• A veteran board member (s) and/or the Superintendent will attend the New Board Member Orientation with new board members.</li> <li>• The board will select a “board mentor” to provide support for the new board member as s/he becomes familiar with governance team operations and the governance role and responsibilities. Mentors may be current or former board members.</li> <li>• The superintendent will meet with each new board member individually to answer any questions and familiarize him/her with district operations.</li> <li>• Each seated board member will arrange a time to have an informal meeting with each new board member as soon as possible after the</li> </ul>

Welcoming/Orienting New Board Members	
	<p>election (i.e., coffee or lunch, etc.).</p> <ul style="list-style-type: none"> <li>• The whole governance team will participate in a District New Board Member Orientation and a CSBA “Good Beginnings” workshop following the installation of new members. The orientation will include but not be limited to discussions of: <ul style="list-style-type: none"> <li>○ District Vision, Mission and Goals</li> <li>○ Key District Personnel</li> <li>○ District Operations</li> <li>○ Special District Projects or Programs</li> <li>○ Current Issues Facing the District</li> <li>○ Governance Team Operations <ul style="list-style-type: none"> <li>▪ Board Bylaws (9000 Series of the Policy Manual)</li> <li>▪ Governance Handbook</li> </ul> </li> </ul> </li> <li>• New board members will be encouraged to attend the CSBA Brown Act Workshop, the Institute for New and First Term Board Members and/or the Masters in Governance program. The Board President and/or Superintendent will accompany new Board Members to various workshops.</li> </ul>

We have reviewed and agree to follow the aforementioned governance team norms and protocols in order to support a positive and productive working relationship among the Orcutt Union School District Board of Education, Superintendent, staff, students and the community. We shall renew this document annually.

Affirmed on this \_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
Lisa Morinini, Board President

\_\_\_\_\_  
Liz Phillips, Clerk

\_\_\_\_\_  
Shaun Henderson, Trustee

\_\_\_\_\_  
Mark Stellar, Trustee

\_\_\_\_\_  
Melanie Waffle, Trustee

\_\_\_\_\_  
Dr. Deborah Blow, Superintendent





## BUSINESS SERVICES MEMORANDUM

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

**FROM:** Walter Con  
Assistant Superintendent, Business Services

**BOARD MEETING DATE:** February 13, 2019

**BOARD AGENDA ITEM:** Youth Leagues Facility Use Agreements

**BACKGROUND:** Several years ago district counsel recommended that we enter into annual facility use agreements with three local youth groups. The facility use agreements for the 18-19 school year between the Orcutt Union School District and the Orcutt Youth Softball Association, the Orcutt National Little League and the Orcutt American Little League respectively, are included for your review and approval.

These annual facility use agreements traditionally come before the Board in February each year. Starting in the 19-20 school year, Orcutt Youth Softball Association, Orcutt National Little League, and Orcutt American Little League have requested that these facility use agreements go to the Board in October. This will allow them adequate time to properly schedule and prepare for the upcoming season, which takes place in February. These are the only changes to the agreements from last year to this year.

**RECOMMENDATION:** Staff recommends that the Board of Trustees approve the facility use agreements with the Orcutt Youth Softball Association, Orcutt American Little League, and Orcutt National Little League as submitted.

**FUNDING:** N/A

## Orcutt Union School District

### Facilities Use Agreement with Orcutt American Little League

1. This Agreement is entered into pursuant to the provisions of Article 2 (commencing with Section 38130) of Chapter 4 of Part 23 of Division 2 of Title 2 of the California Education Code known as the Civic Center Act.
2. The parties to this Agreement are the Orcutt Union School District, a public school district organized and operating under the laws of the State of California (hereinafter referred to as "District"), and Orcutt American Little League, a nonprofit unincorporated community association (hereinafter referred to as "Association").
3. The term of this Agreement shall be one (1) year commencing upon its execution by both parties. It may be extended or renewed upon written agreement by both parties.
4. The District hereby agrees that except as otherwise provided for in this Agreement, the Association shall have (during non-school hours) access to and full use of the baseball complex at Joe Nightingale School, provided, however, that the District shall retain full access rights at all times. The District will not permit any use that is incompatible with the Little League's use of the complex.
5. The Association hereby agrees to assume full responsibility for maintenance of the complex, including, but not limited to mowing and watering of all grass areas, trimming and watering of vegetation, control of dust, picking up of all litter, trash and debris. The Association is responsible for the electricity it uses via a separate meter to be installed by March 2, 2013 with Association agreeing to pay for electric use each month. Effective December 1, 2013 the Association hereby agrees to be responsible for paying for the water use which also has a separate meter, with the same payment responsibilities as for electric use. Effective March 2016 the Association hereby agrees to be responsible for use of dumpster. Use of the dumpster will require an additional pick up by health sanitation. The monthly additional cost will be \$129.47, this amount will be invoiced to the association for the time they are using the fields. The District will invoice quarterly for the monthly charges and payment is due net 30 days.
6. The Association shall assume full responsibility for vehicle control and parking during its hours of use of the facilities. All parking is on the street, only a delivery or maintenance vehicle is allowed to drive onto District property and this access may be revoked by the District at any time.
7. Any public address or other voice-amplification system operated by the Association in conjunction with its sponsored activities shall be operated at reasonable sound levels, and no such amplification system shall be operated after 9:30 p.m.
8. Additions to, modifications to, or expansion of the complex shall be undertaken by the Association only upon prior written authorization from the District Board of Trustees
9. The Association shall secure a written release, to be approved in form by the District, from each person using the complex under its auspices whereby such individual acknowledges that he/she

recognizes that the Association is responsible for the use and maintenance of the complex and that he/she is releasing the District from any and all liability for any accident or injury which may occur during such use of the complex.

10. The Association hereby agrees, as a condition of this Agreement, to provide written evidence to the District of current personal and property liability insurance in an amount not less than one million dollars (\$1,000,000), with the District named as an additional insured. The Association further agrees to maintain such valid liability insurance for the term of this Agreement and any extension or renewal thereof.
11. The Association agrees to indemnify, defend and hold harmless the District, its officers and employees, against any and all actions, allegations, claims, costs, damages, fees, and judgments arising out of its use, control, construction, and maintenance of the complex or otherwise related to Association's performance under this Agreement.
12. This Agreement may be terminated by either party, with or without cause upon sixty (60) days written notice. Notwithstanding the foregoing, if Association is in breach of this Agreement, District shall give Association written notice of the breach, and if the breach is not cured within three (3) working days, District has the right to suspend Association's use of the complex.
13. This Agreement constitutes the entire agreement between the parties relating to use of the complex and supersedes any previous oral or written agreement which may have existed between the parties. This Agreement may be amended only upon the further written agreement of the parties.
14. This Agreement shall be governed by and construed under the laws of the State of California and jurisdiction over any claim arising hereunder shall vest in the courts of Santa Barbara County, California.
15. Nothing in this Agreement is intended, or shall be deemed to constitute a partnership or joint venture between the District and the Association.
16. The failure of the District or Association to enforce at any time any provision of this Agreement shall in no way be construed to be a waiver of such provision, nor in any way shall affect the validity of any part of this Agreement, or the right of the District or the Association to thereafter enforce each and every provision.
17. All the clauses of this Agreement are distinct and severable, and if any cause shall be deemed illegal, void or unreasonable, it shall not affect the validity, legal enforceability of any portion or clause of this Agreement.
18. The indemnification obligations hereunder shall survive termination or expiration of this Agreement.
19. All correspondence and notices hereunder shall be in writing and will be deemed to be delivered on the same day, if given and confirmed via facsimile transmission or electronic mail, the next day by overnight courier, on the fifth day if by registered or certified mail, or upon receipt by regular mail. In the event of an emergency, notice shall be given verbally and in writing.
20. The use of tobacco products, illegal drugs or controlled substances and/or alcoholic beverages is strictly prohibited on District property. The Association shall use best efforts to ensure that these substances are not used on the District's property while the complex is in use by the Association.





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# ORCUTT UNION SCHOOL DISTRICT

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## Facilities Use Agreement with Orcutt National Little League

1. This Agreement is entered into pursuant to the provisions of Article 2 (commencing with Section 38130) of Chapter 4 of Part 23 of Division 2 of Title 2 of the California Education Code known as the Civic Center Act.
2. The parties to this Agreement are the Orcutt Union School District, a public school district organized and operating under the laws of the State of California (hereinafter referred to as "District"), and Orcutt National Little League, a nonprofit unincorporated community association (hereinafter referred to as "Association").
3. The term of this Agreement shall be one (1) year commencing upon its execution by both parties. It may be extended or renewed upon written agreement by both parties.
4. The District hereby agrees that except as otherwise provided for in this Agreement, the Association shall have (during non-school hours) access to and full use of the baseball complex at Orcutt Academy High School, provided, however, that the District shall retain full access rights at all times. The District will not permit any use that is incompatible with the Little League's use of the complex.
5. The Association hereby agrees to assume full responsibility for maintenance of the complex, including, but not limited to mowing and watering of all grass areas, trimming and watering of vegetation, control of dust, picking up of all litter, trash and debris.
6. The Association shall assume full responsibility for vehicle control and parking during its hours of use of the facilities. All parking is on the street, only a delivery or maintenance vehicle is allowed to drive onto District property and this access may be revoked by the District at any time.
7. Any public address or other voice-amplification system operated by the Association in conjunction with its sponsored activities shall be operated at reasonable sound levels, and no such amplification system shall be operated after 9:30 p.m.
8. Additions to or expansion of the complex shall be undertaken by the Association only upon prior authorization from the District Board of Trustees.
9. The Association shall secure a written release, to be approved in form by the District, from each person using the complex under its auspices whereby such individual acknowledges that he/she recognizes that the Association is responsible for the use and maintenance of the property and that he/she is releasing the District from any and all liability for any accident or injury which may occur during such use of the complex.
10. The Association hereby agrees, as a condition of this Agreement, to provide evidence to the District of current personal and property liability insurance in an amount not less than one million dollars (\$1,000,000), with the District named as an additional insured. The Association further agrees to maintain such valid liability insurance for the term of this Agreement and any extension or renewal thereof.
11. The Association agrees to indemnify, defend and hold harmless the District, its officers and employees, against any and all actions, allegations, claims, costs, damages, fees, and judgments arising out of its use, control, construction, and maintenance of the complex or otherwise related to this Agreement.

12. This Agreement may be terminated by either party upon sixty (60) days written notice.
13. This Agreement constitutes the entire agreement between the parties relating to use of the complex and supersedes any previous oral or written agreement which may have existed between the parties. This Agreement may be amended only upon the further written agreement of the parties.
14. This Agreement shall be governed by and construed under the laws of the State of California and jurisdiction over any claim arising hereunder shall vest in the courts of Santa Barbara County, California.
15. Nothing in this Agreement is intended, or shall be deemed to constitute a partnership or joint venture between the District and the Association.
16. The failure of the District or Association to enforce at any time any provision of this Agreement shall in no way be construed to be a waiver of such provision, nor in any way shall affect the validity of any part of this Agreement, or the right of the District or the Association to thereafter enforce each and every provision.
17. All the clauses of this Agreement are distinct and severable, and if any cause shall be deemed illegal, void or unreasonable, it shall not affect the validity, legal enforceability of any portion or clause of this Agreement.
18. The indemnification obligations hereunder shall survive termination or expiration of this Agreement.
19. All correspondence and notices hereunder shall be in writing and will be deemed to be delivered on the same day, if given and confirmed via facsimile transmission or electronic mail, the next day by overnight courier, on the fifth day if by registered or certified mail, or upon receipt by regular mail. In the event of an emergency, notice shall be given verbally and in writing.
20. The use of tobacco products and/or alcoholic beverages is strictly prohibited on District property. The Association shall use best efforts to ensure that these substances are not used on the District's property while the property is in use by the Association.
21. The Association shall forward a roster for the Association upon election of a new board or upon any change in board membership.
22. Dogs (except service dogs) are prohibited from the District campus at all times. The Association shall use its best efforts to ensure that this rule is followed during the Association's use of the property.

EXECUTED this 19<sup>th</sup> day of February 2019 at Orcutt, California, by:


ORCUTT UNION SCHOOL DISTRICT

ORCUTT NATIONAL LITTLE LEAGUE

by:

by:

Walter J. Con  
Name

TRAVIS GOMEZ   
Name

Assistant Superintendent Business Services  
Title

PRESIDENT 2019  
Title

Date

1/17/19  
Date

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# ORCUTT UNION SCHOOL DISTRICT

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## Facilities Use Agreement with Orcutt Youth Softball Association

1. This Agreement is entered into pursuant to the provisions of Article 2 (commencing with Section 38130) of Chapter 4 of Part 23 of Division 2 of Title 2 of the California Education Code known as the Civic Center Act.
2. The parties to this Agreement are the ORCUTT UNION SCHOOL DISTRICT, a public school district organized and operating under the laws of the State of California (hereinafter referred to as "District"), and ORCUTT YOUTH SOFTBALL ASSOCIATION, (hereinafter referred to as "Association") a non-profit 501(c)(3) organization, classified as a public charity under sections 509(a)(1) and 170 (b)(1)(A)(vi) of the Internal Revenue Code .
3. The term of this Agreement shall be one (1) year commencing upon its execution by both parties. It may be extended or renewed upon written agreement by both parties.
4. The District hereby agrees that except as otherwise provided for in this Agreement, the Association shall have shared (during non-school hours) access with Orcutt Academy High School and full use of the softball complex and parking facilities generally described in Exhibit A., at **Lakeview Jr. High School**. The District shall retain full access rights at all times, and Orcutt Academy High School with the Association will strive to work together in creating schedules that are mutually respectful to each group's needs. In the event Association and Orcutt Academy High School cannot agree on a schedule of use, District reserves the right to make a final decision. The District will not permit any use that is incompatible with the Orcutt Academy High School's or Association's use of the complex.
5. The Association hereby agrees to assume full responsibility for maintenance of the grounds and facilities generally described in Exhibit A, including, but not limited to comprehensive maintenance of permanent and temporary structures, including snack shack, restrooms, storage shed, bleachers, and fencing; mowing and watering of all grass areas; trimming and watering of vegetation; control of dust on playing fields and parking area; collection and removal of litter, trash and debris. The Association shall insure that separate utility meters are installed and operational at all times. The District agrees to maintain field 5. Orcutt Academy High School is agreeable to assisting with work parties for the other fields as long as the coaches are notified prior to the work party date.
6. As indicated in Exhibit A, the Association has the use of fields 1-4. Field 5 may be used for games, tournaments, and practices, in conjunction with the use of fields 1-4. The general public may use field five if it not is used by the Orcutt Academy and/or the Association. The District retains the right to utilize all fields and areas during school hours. After hours, Orcutt Academy High School and the Association will share the use of fields for practice and games at times that are mutually designated by both parties, subject to the District's final determination in the event the parties cannot agree on a schedule.

Orcutt Youth Softball Association Agreement

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7. OYSA and Orcutt Union School District have agreed to have Righetti High School and St. Joseph High use OYSA fields 1-4. Items number (21) and number (22) have been revised to reflect the additional school sites. The district requires that schedules of practices and games for each group using the fields be submitted to the Business Services office before the beginning of each season.  
  
Seatrains and cement slabs will be allowed on district property and placed in an area agreed and approved by Orcutt Union School District and all parties involved. All cement work and maintenance will be at the cost of the Association.
8. The Association shall assume full responsibility for vehicle control and parking during all hours of their use of the softball complex. This shall include insuring that vehicles do not park or travel in unauthorized areas.
9. The use of tobacco products, illegal drugs or controlled substances, and/or alcoholic beverages is strictly prohibited on District property. The Association shall use best efforts to ensure that these substances are not used on the District's property while the property is in use by the Association.
10. The Association shall forward a roster for the Association upon the election of a new board or upon any change in board membership.
11. Dogs (other than service dogs) and other pets are prohibited from the District campus at all times. The Association shall use its best efforts to ensure that this rule is followed during the Association's use of the property.
12. Any public address or other voice-amplification system operated by the Association in conjunction with its sponsored activities shall be operated at reasonable sound levels, and no such amplification system shall be operated after daylight hours.
13. Lighting fixtures for the softball complex shall not be installed, and games shall not take place after the onset of darkness. Security lights may be installed at the snack bar and garage area.
14. Turf areas shall not be watered between 8:00 a.m. and 6:00 p.m. or excessively watered to maximize water conservation.
15. For purposes of conserving water used for turf areas, there shall be the regularly scheduled maintenance of the automatic or manual water system(s), and adherence to the watering schedule which is based on recommendations by the University of California Agriculture Cooperative Extension.
16. Plumbing and irrigation devices shall be low water flow devices with no greater than 3.0 gallon per flush toilets and 2.0 gallon per minute sink faucets.

17. Refuse, and recyclable materials shall be collected in containers with lids. If recyclable materials are used, a recycling program must be developed and approved by the County of Santa Barbara.
18. The Association shall encourage carpooling to games and practices, and shall encourage restriction of parking and loading/unloading to the school property designed for such use. The following is a required procedure:  
Before the first practice of each session, Santa Maria-Orcutt area participants shall be provided a form letter which encourages carpooling and discourages off-site parking and loading/unloading. A copy of this letter is attached, marked as Exhibit B.
19. Additions to, modifications to or expansion of the complex shall be undertaken by the Association only upon prior written authorization from the District Board of Trustees.
20. The Association shall secure a written release from each individual, organization, or entity using the softball complex or its facilities under its auspices whereby such individual, organization or entity acknowledges that the District shall be held harmless from any and all liability for any accident or injury which may occur during such use of the softball complex or its facilities.
21. The Association and all other schools that use the field under the Associations agreement hereby agree, as a condition of this Agreement, to provide written evidence naming the Orcutt Union School District as additional insured to the District of current personal and property liability insurance in an amount not less than one million dollars (\$1,000,000), and the Association further agrees to maintain such valid liability insurance for the term of this Agreement and any extension of renewal thereof.
22. The Association and all other schools that use the field under the Associations agreement agree to indemnify defend hold harmless the District, its officers, and employees, against any and all actions, allegations, claims, costs, damages, fees, and judgments arising out of its use, control, construction and maintenance of the complex generally described in Exhibit A or otherwise arising from or related to Association's performance under this Agreement.
23. This Agreement may be terminated with or without cause by either party upon sixty (60) days written notice, which shall explain the reasons for such termination. Notwithstanding the preceding, if Association is in breach of this Agreement, District shall give Association written notice of the breach, and if the breach is not cured within three (3) working days, District has the right to suspend Association's use of the complex.
24. This Agreement shall be governed by and construed under the laws of the State of California and jurisdiction over any claim arising hereunder shall vest in the courts of Santa Barbara County, California.
25. Nothing in this Agreement is intended or shall be deemed to constitute a partnership or joint venture between the District and the Association.

26. The failure of District or Association to enforce at any time any provision of this Agreement shall in no way be construed to be a waiver of such provision, nor in any way shall affect the validity of any part of this Agreement, or the right of the District or the Association to thereafter enforce each and every provision.
27. The indemnification obligations hereunder shall survive termination or expiration of this Agreement.
28. All correspondence and notices hereunder shall be in writing and will be deemed to be delivered on the same day, if given and confirmed via facsimile transmission or electronic mail, the next day by overnight courier, on the fifth day if by registered or certified mail, or upon receipt by regular mail. In the event of an emergency, notice shall be given verbally and in writing.
29. This Agreement and the Exhibits attached hereto constitute the entire Agreement between the parties relating to the use of these facilities and superseded any previous oral or written agreement which may have existed between the parties. Should any portion of this Agreement be deemed unenforceable or otherwise illegal,, the remaining sections of this Agreement shall remain in force for the duration of the Agreement. This Agreement may be amended only upon further written agreement by both parties.

EXECUTED this 19<sup>th</sup> day of February 2019, at Orcutt, California, by:

ORCUTT UNION SCHOOL DISTRICT  
by:

Walter J. Con  
Name \_\_\_\_\_

Assistant Superintendent Business Services  
Title \_\_\_\_\_

\_\_\_\_\_  
Date

ORCUTT YOUTH SOFTBALL ASSOCIATION  
by:

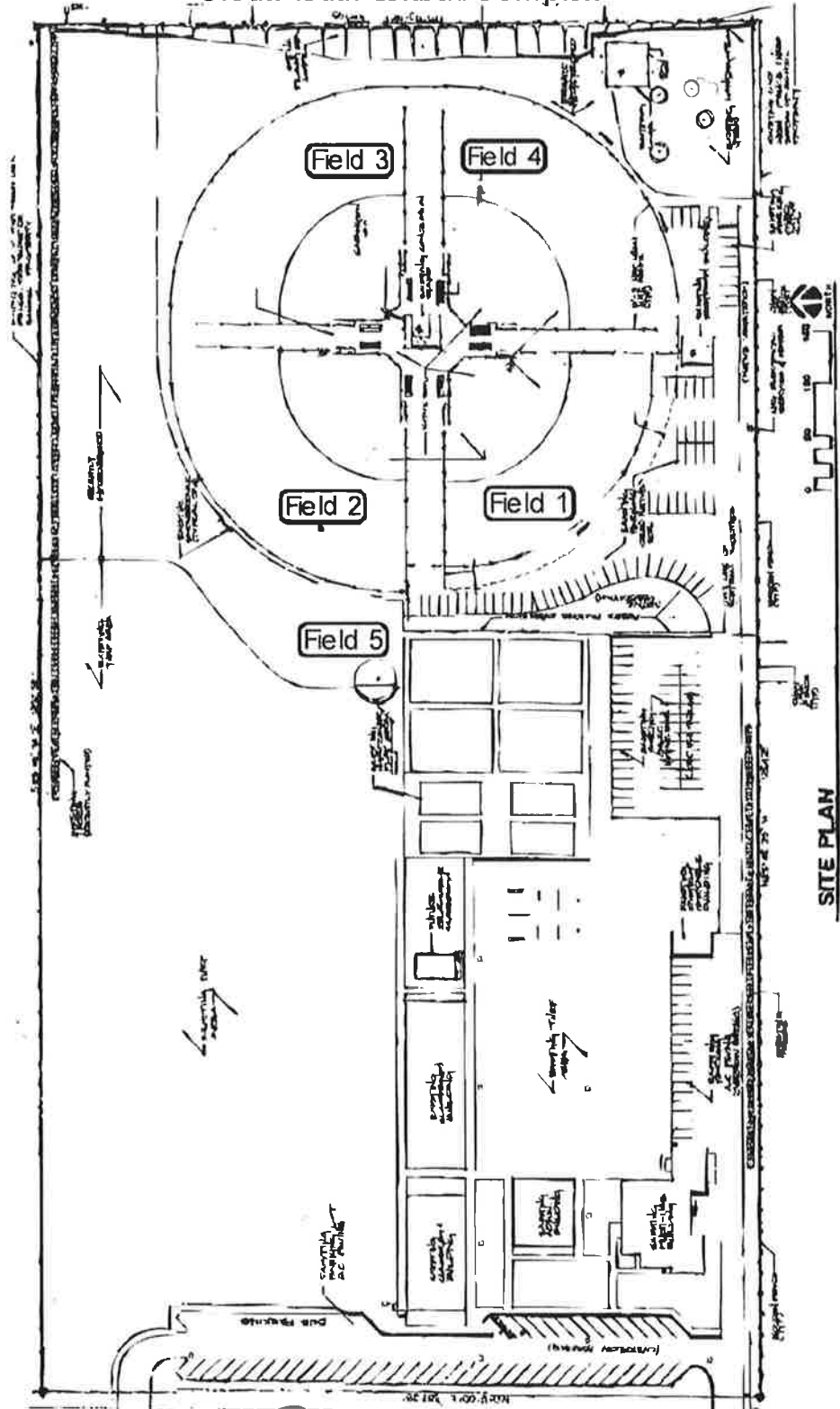
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Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# Exhibit A

Lakeview Junior High School  
Orcutt Youth Softball Complex





## Exhibit B

Date

Dear Softball Youth Parents:

The Orcutt School District has renewed the Use Agreement for the usage of the Softball Complex at Lakeview Jr. High. As a condition of the Agreement, the League is asking for your cooperation in reducing traffic in and out of the softball fields. We strongly urge you to:

1. Please make an effort to join or set up a car pool schedule to drop off and pick up players.
2. Please drop off players at the softball complex and not on side streets.
3. Please DO NOT park on side streets. Please park inside the complex.
4. Please enter and exit as indicated by the posted signs.
5. Please drive at 5 MPH while on school campus.
6. Tobacco products i.e., cigarettes, chewing tobacco, or cigars are not allowed on District property.
7. Alcoholic beverages and illegal drugs or controlled substances are strictly prohibited on District property.
8. Dogs (other than service dogs) and other pets are prohibited on District property at all times.

Thank you for your cooperation and assistance in helping the League meet the conditions of the Use Agreement.

Orcutt Youth Softball Association Agreement  
Page 7 of 7

Orcutt Youth Softball Association



# Orcutt Union School District EDUCATIONAL SERVICES

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

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TO: Dr. Deborah Blow, Superintendent

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

BOARD MEETING DATE: February 13, 2019

BOARD AGENDA ITEM: Board Policy 5141.52  
Suicide Prevention

BACKGROUND: Policy updated to reflect new law (AB 2639) which requires boards of districts that serve grades 7-12 to review the district's suicide prevention policy at least every five years and update it as necessary.

RECOMMENDATION: It is recommended that the Board of Trustees approve the proposed revision of BP 5141.52.

FUNDING: No funding implications.

**Students**

**SUICIDE PREVENTION**

The Governing Board recognizes that suicide is a leading cause of death among youth and that school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. ~~To attempt~~ In an effort to reduce suicidal behavior and its impact on students and families, the Superintendent or designee shall develop measures and strategies for suicide prevention, intervention, and postvention.

In developing measures and strategies for use by the district, the Superintendent or designee may consult with school health professionals, school counselors, school psychologists, school social workers, administrators, other staff, parents/guardians, students, suicide prevention experts, local health agencies, mental health professionals, and community organizations.

*(cf. 1020 - Youth Services)*

*(cf. 1220 - Citizen Advisory Committees)*

*(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)*

Such measures and strategies shall include, but are not limited to:

1. Staff development on suicide awareness and prevention for teachers, school counselors, and other district employees who interact with students ~~in the secondary grades~~

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

2. Instruction to students in problem-solving and coping skills to promote students' mental, emotional, and social health and well-being, as well as instruction in recognizing and appropriately responding to warning signs of suicidal intent in others

*(cf. 6142.8 - Comprehensive Health Education)*

3. Methods for promoting a positive school climate that enhances students' feelings of connectedness with the school and that is characterized by caring staff and harmonious interrelationships among students

*(cf. 5131 - Conduct)*

*(cf. 5131.2 - Bullying)*

*(cf. 5137 - Positive School Climate)*

*(cf. 5145.3 - Nondiscrimination/Harassment)*

*(cf. 5145.7 - Sexual Harassment)*

*(cf. 5145.9 - Hate-Motivated Behavior)*

4. The provision of information to parents/guardians regarding risk factors and warning signs of suicide, the severity of the youth-suicide problem **among youth**, the district's suicide prevention curriculum, basic steps for helping suicidal youth, and/or school and community resources that can help youth in crisis
5. Encouragement for students to notify appropriate school personnel or other adults when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions
6. Crisis intervention procedures for addressing suicide threats or attempts
7. Counseling and other postvention strategies for helping students, staff, and others cope in the aftermath of a student's suicide

As appropriate, these measures and strategies shall specifically address the needs of students who are at high risk of suicide, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning youth. (Education Code 215)

**The Board shall review, and update as necessary, this policy at least every five years. (Education Code 215)**

*Legal Reference:*

*EDUCATION CODE*

*215 Student suicide prevention policies*

*215.5 Suicide prevention hotline contact information on student identification cards*

*216 Suicide prevention online training programs*

*32280-32289 Comprehensive safety plan*

*49060-49079 Student records*

*49602 Confidentiality of student information*

*49604 Suicide prevention training for school counselors*

*GOVERNMENT CODE*

*810-996.6 Government Claims Act*

*PENAL CODE*

*11164-11174.3 Child Abuse and Neglect Reporting Act*

*WELFARE AND INSTITUTIONS CODE*

*5698 Emotionally disturbed youth; legislative intent*

*5850-5883 Mental Health Services Act*

*COURT DECISIONS*

*Corales v. Bennett (Ontario-Montclair School District), (2009) 567 F.3d 554*

*Management Resources:*

*CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS*

*Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve, 2008*

*Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2003*

*CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS*

*School Connectedness: Strategies for Increasing Protective Factors Among Youth, 2009*

*NATIONAL ASSOCIATION OF SCHOOL PSYCHOLOGISTS PUBLICATIONS*

*Preventing Suicide, Guidelines for Administrators and Crisis Teams, 2015*  
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS  
*Preventing Suicide: A Toolkit for High Schools, 2012*  
*National Strategy for Suicide Prevention: Goals and Objectives for Action, rev. 2012*  
WEB SITES

*American Association of Suicidology: <http://www.suicidology.org>*  
*American Foundation for Suicide Prevention: <http://afsp.org>*  
*American Psychological Association: <http://www.apa.org>*  
*American School Counselor Association: <http://www.schoolcounselor.org>*  
*California Department of Education, Mental Health: <http://www.cde.ca.gov/ls/cg/mh>*  
*California Department of Health Care Services, Suicide Prevention Program:  
<http://www.dhcs.ca.gov/services/MH/Pages/SuicidePrevention.aspx>*  
*Centers for Disease Control and Prevention, Mental Health: <http://www.cdc.gov/mentalhealth>*  
*National Association of School Psychologists: <http://www.nasponline.org>*  
*National Institute for Mental Health: <http://www.nimh.nih.gov>*  
*Trevor Project: <http://thetrevorproject.org>*  
*U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services  
Administration: <http://www.samhsa.gov>*

Policy Adopted: ~~08/09/2017~~ 03/13/2019      ORCUTT UNION SCHOOL DISTRICT  
Orcutt, California



# Orcutt Union School District

## EDUCATIONAL SERVICES

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

---

**TO:** Dr. Deborah Blow, Superintendent

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

**BOARD MEETING DATE:** February 13, 2019

**BOARD AGENDA ITEM:** Board Policy 5144  
Discipline

**BACKGROUND:** Policy updated to reflect new law (AB 2657) which prohibits seclusion and behavioral restraint of students as a means of discipline, and to encourage staff development regarding equitable implementation of discipline.

**RECOMMENDATION:** It is recommended that the Board of Trustees approve the proposed revision of BP 5144.

**FUNDING:** No funding implications.

## Students

### DISCIPLINE

The Board of Trustees is committed to providing a safe, supportive, and positive school environment which is conducive to student learning **and achievement** and to preparing students for responsible citizenship by fostering self-discipline and personal responsibility. The Board believes that high expectations for student behavior, use of effective school and classroom management strategies, provision of appropriate intervention and support, and parent/**guardian** involvement can minimize the need for disciplinary measures that exclude students from instruction as a means for correcting student misbehavior.

(cf. 5113.1 – Chronic Absence and Truancy)  
(cf. 5131 - Conduct)  
(cf. 5131.1 - Bus Conduct)  
(cf. 5131.2 - Bullying)  
**(cf. 5137 - Positive School Climate)**  
(cf. 5145.9 - Hate-Motivated Behavior)  
(cf. 6020 - Parent Involvement)

The Superintendent or designee shall develop effective, age-appropriate strategies for maintaining a positive school climate and correcting student misbehavior at district schools. The strategies shall focus on providing students with needed supports; communicating clear, appropriate, and consistent expectations and consequences for student conduct; and ensuring equity and continuous improvement in the implementation of district discipline policies and practices.

**(cf. 5138 - Conflict Resolution/Peer Mediation)**  
**(cf. 6164.2 - Guidance/Counseling Services)**

In addition, the Superintendent or designee's strategies for correcting student misconduct shall reflect the Board's preference for the use of positive interventions and alternative disciplinary measures over exclusionary discipline measures.

Disciplinary measures that may result in loss of instructional time or cause students to be disengaged from school, such as detention, suspension and expulsion, shall be imposed only when required **or permitted** by law **and-or** when other means of correction have been documented to have failed. (Education Code 48900.5)

(cf. 5020 - Parent Rights and Responsibilities)  
(cf. 5144.1 - Suspension and Expulsion/Due Process)  
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))  
(cf. 6159.4 - Behavioral Interventions for Special Education Students)  
**(cf. 6164.5 - Student Success Teams)**

School personnel and volunteers shall not allow any disciplinary action taken against a



student to result in the denial or delay of a school meal. (Education Code 49557.5)

(cf. 3550 - Food Service/Child Nutrition Program)  
(cf. 3551 - Food Service Operations/Cafeteria Fund)  
(cf. 3553 - Free and Reduced Price Meals)

**Seclusion and behavioral restraint are prohibited as a means of discipline and shall not be used to correct student behavior except as permitted pursuant to Education Code 49005.4 and in accordance with district regulations. (Education Code 49005.2)**

**(cf. 5131.41 - Use of Seclusion and Restraint)**

The administrative staff at each school may develop disciplinary rules to meet the school's particular needs consistent with law, Board policy, and district regulations. The Board, at an open meeting, shall review the approved school discipline rules for consistency with Board policy and state law. Site-level disciplinary rules shall be included in the district's comprehensive safety plan. (Education Code 35291.5, 32282)

(cf. 0450 - Comprehensive Safety Plan)  
(cf. 9320 - Meetings and Notices)

At all times, the safety of students and staff and the maintenance of an orderly school environment shall be priorities in determining appropriate discipline. When misconduct occurs, staff shall attempt to identify the causes of the student's behavior and implement appropriate discipline. When choosing between different disciplinary strategies, staff shall consider the effect of each option on the student's health, well-being, and opportunity to learn.

Staff shall enforce disciplinary rules fairly, consistently and in accordance with the district's nondiscrimination policies.

(cf. 0410 - Nondiscrimination in District Programs and Activities)  
**(cf. 0415 - Equity)**  
(cf. 5145.3 - Nondiscrimination/Harassment)  
(cf. 5145.7 – Sexual Harassment)

The Superintendent or designee shall provide professional development as necessary to assist staff in developing the skills needed to effectively implement the disciplinary strategies adopted for district schools, including, but not limited to, **knowledge of consistent** school and classroom management skills **and their consistent application**, effective accountability and positive intervention techniques, and **the tools to form strong, development of strong** cooperative relationships with parents/guardians.

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

District goals for improving school climate, based on suspension and expulsion rates, surveys of students, staff, and parents/guardians regarding their sense of school safety **and**

**connectedness to the school community**, and other local measures, shall be included in the district's local control and accountability plan, as required by law.

(cf. 0460 - Local Control and Accountability Plan)

(cf. 3100 - Budget)

**At the beginning of each school year, the Superintendent or designee shall report to the Board regarding disciplinary strategies used in district schools in the immediately preceding school year and their effect on student learning.**

Legal Reference:

EDUCATION CODE

32280-32289 School safety plans

35146 Closed sessions

35291 Rules

35291.5-35291.7 School-adopted discipline rules

37223 Weekend classes

44807.5 Restriction from recess

48900-48926 Suspension and expulsion

48980-48985 Notification of parents or guardians

**49005-49006.4 Seclusion and restraint**

49330-49335 Injurious objects

49550-49562 Meals for needy students

52060-52077 Local control and accountability plan

CIVIL CODE

1714.1 Parental liability for child's misconduct

CODE OF REGULATIONS, TITLE 5

307 Participation in school activities until departure of bus

353 Detention after school

**UNITED STATES CODE, TITLE 20**

**1400-1482 Individuals with Disabilities Education Act**

**UNITED STATES CODE, TITLE 29**

**794 Section 504 of the Rehabilitation Act of 1973**

**UNITED STATES CODE, TITLE 42**

1751-1769 School Lunch Program

1773 School Breakfast Program

Management Resources:

CSBA PUBLICATIONS

**Recent Legislation on Discipline: AB 240, Fact Sheet, March 2015**

**The Case for Reducing Out-of-School Suspensions and Expulsions, Fact Sheet, April 2014**

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

Safe Schools: Strategies for Governing Boards to Ensure Student Success, October 2011

Maximizing Opportunities for Physical Activity during the School Day, Fact Sheet, 2009

CDE PROGRAM ADVISORIES

Classroom Management: A California Resource Guide for Teachers and Administrators of Elementary and Secondary Schools, 2000

~~STATE BOARD OF EDUCATION POLICIES~~

~~01-02 School Safety, Discipline and Attendance, March 2001~~

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

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

WEB SITES

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

CDE: <http://www.cde.ca.gov>

Public Counsel: <http://www.fixschooldiscipline.org>

USDOE, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

Policy Adopted: ~~02/14/2018~~ 03/13/2019 ORCUTT UNION SCHOOL DISTRICT  
Orcutt, California



# Orcutt Union School District

## EDUCATIONAL SERVICES

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

---

**TO:** Dr. Deborah Blow, Superintendent

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

**BOARD MEETING DATE:** February 13, 2019

**BOARD AGENDA ITEM:** Board Policy 5144.1

Suspension and Expulsion/Due Process

**BACKGROUND:** Policy updated to reflect new law (AB 752, 2017) which prohibits the expulsion of a child enrolled in a California State Preschool Program (CSPP) unless the district has taken specified steps and the child's continued enrollment presents a serious safety threat to the child or other enrolled children. Policy also adds data collection on the type of firearm involved in any expulsion for firearm possession, in accordance with federal law.

**RECOMMENDATION:** It is recommended that the Board of Trustees approve the proposed revision of BP 5144.1.

**FUNDING:** No funding implications.

**SUSPENSION AND EXPULSION/DUE PROCESS**

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

(cf. 5131 - Conduct)  
(cf. 5131.1 - Bus Conduct)  
(cf. 5131.2 - Bullying)

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

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

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

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

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

**Appropriate Use of Suspension Authority and Expulsion**

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

Code 48900.5, 48900.6)

(cf. 1020 - Youth Services)

(cf. 5144 - Discipline)

(cf. 6142.4 - Service Learning/Community Service Classes)

(cf. 6164.2 - Guidance/Counseling Services)

(cf. 6164.5 - Student Success Teams)

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

**Students shall not be suspended or expelled for truancy, tardiness, or absenteeism from assigned school activities.**

(cf. 5113 - Absences and Excuses)

(cf. 5113.1 - Chronic Absence and Truancy)

### **Authority to Expel**

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

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

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

For all other violations listed in the accompanying administrative regulation under "Grounds for Suspension and Expulsion: Grades K-12" and "Additional Grounds for Suspension and Expulsion: Grades 4-12," the Superintendent or principal shall have the discretion to recommend expulsion of a student. If expulsion is recommended, the Board shall order the student expelled

only if it makes a finding of either or both of the following: (Education Code 48915(b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct
2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

A vote to expel a student shall be **taken in an open session of a Board meeting** ~~reported out in a public session.~~

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

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

### **Student Due Process**

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

(cf. 5119 - Students Expelled from Other Districts)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

### **Maintenance and Monitoring of Outcome Data**

The Superintendent or designee shall **maintain outcome data related to student suspensions and expulsions in accordance with** ~~annually present to the Board a report of the outcome data which the district is required to collect pursuant to~~ Education Code 48900.8 and 48916.1, including, **but not limited to**, the number of students recommended for expulsion, the grounds for each recommended expulsion, the actions taken by the Board, the types of referral made after each expulsion, and the disposition of the students after the expulsion period. **For any expulsion that involves the possession of a firearm, such data shall include the name of the school and the type of firearm involved, as required pursuant to 20 USC 7961. Suspension and expulsion data shall be reported to the Board annually and to the California Department of Education when so required.**

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

climate as specified in its local control and accountability plan.

(cf. 0460 - Local Control and Accountability Plan)

**Legal Reference:**

EDUCATION CODE

212.5 Sexual harassment  
233 Hate violence  
1981-1981.5 Enrollment of students in community school  
8239.1 Prohibition against expulsion of preschool student  
17292.5 Program for expelled students  
32261 Interagency School Safety Demonstration Act of 1985  
35145 Open board meetings  
35146 Closed sessions (re suspensions)  
35291 Rules (for government and discipline of schools)  
35291.5 Rules and procedures on school discipline  
48645.5 Readmission; contact with juvenile justice system  
48660-486667 Community day schools  
48853.5 Foster youth  
48900-48927 Suspension and expulsion  
48950 Speech and other communication  
48980 Parental notifications  
49073-49079 Privacy of student records  
52052 Numerically significant student subgroups  
52060-52077 Local control and accountability plan  
64000-64001 Consolidated application

CIVIL CODE

47 Privileged communication  
48.8 Defamation liability  
CODE OF CIVIL PROCEDURE  
1985-1997 Subpoenas; means of production

GOVERNMENT CODE

11455.20 Contempt  
54950-54963 Ralph M. Brown Act

HEALTH AND SAFETY CODE

11014.5 Drug paraphernalia  
11053-11058 Standards and schedules

LABOR CODE

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

PENAL CODE

31 Principal of a crime, defined  
240 Assault defined  
241.2 Assault fines  
242 Battery defined  
243.2 Battery on school property  
243.4 Sexual battery  
245 Assault with deadly weapon  
245.6 Hazing  
261 Rape defined  
266c Unlawful sexual intercourse  
286 Sodomy defined  
288 Lewd or lascivious acts with child under age 14  
288a Oral copulation



289 Penetration of genital or anal openings  
417.27 Laser pointers  
422.55 Hate crime defined  
422.6 Interference with exercise of civil rights  
422.7 Aggravating factors for punishment  
422.75 Enhanced penalties for hate crimes  
626.2 Entry upon campus after written notice of suspension or dismissal without permission  
626.9 Gun-Free School Zone Act of 1995  
626.10 Dirks, daggers, knives, razors or stun guns  
868.5 Supporting person; attendance during testimony of witness  
WELFARE AND INSTITUTIONS CODE

729.6 Counseling

UNITED STATES CODE, TITLE 18

921 Definitions, firearm

UNITED STATES CODE, TITLE 20

1415(K) Placement in alternative educational setting

~~7961 7151~~ Gun free schools

UNITED STATES CODE, TITLE 42

11432-11435 Education of homeless children and youths

COURT DECISIONS

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

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

Board of Education of Sacramento City Unified School District v. Sacramento County Board of Education and

Kenneth H., (2001) 85 Cal.App.4th 1321

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

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

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

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

ATTORNEY GENERAL OPINIONS

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

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

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

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

Management Resources:

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

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

WEB SITES

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

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

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

U.S. Department of Education, Office for Civil Rights:

<http://ed.gov/about/offices/list/ocr/docs/crdc-2012-data-summary.pdf>

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

Policy Adopted: ~~02/14/2018~~ **02/13/2019**  
DISTRICT

ORCUTT UNION SCHOOL

Orcutt, California



# Orcutt Union School District

## EDUCATIONAL SERVICES

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

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**TO:** Dr. Deborah Blow, Superintendent

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

**BOARD MEETING DATE:** February 13, 2019

**BOARD AGENDA ITEM:** Board Policy 5146  
Married/Pregnant/Parenting Students

**BACKGROUND:** Policy updated to reflect new law (AB 2289) which requires notification to parents/guardians and to pregnant and parenting students of their rights under the law; authorizes an excused absence for a parenting student to care for a sick child without a physician's note; provides that a pregnant or parenting student is entitled to eight weeks of parental leave, or longer if deemed medically necessary by the student's physician; and authorizes the use of uniform complaint procedures for complaints alleging noncompliance with the law.

**RECOMMENDATION:** It is recommended that the Board of Trustees approve the proposed revision of BP 5146.

**FUNDING:** No funding implications.

## Students

### MARRIED/PREGNANT/PARENTING STUDENTS

The Board of Trustees recognizes that ~~early~~ **responsibilities related to** marriage, pregnancy or parenting **and related responsibilities** may disrupt a student's education and increase the chance of a student dropping out of school. The Board therefore desires to support married, pregnant, and parenting students to continue their education, attain strong academic and parenting skills, and ~~to~~ promote the healthy development of their children.

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 5147 - Dropout Prevention)

(cf. 6011 - Academic Standards)

~~(cf. 6146.1 - High School Graduation Requirements)~~

~~(cf. 6146.11 - Alternative Credits Toward Graduation)~~

~~(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)~~

(cf. 6164.5 - Student Success Teams)

The district shall not **exclude or deny any student from any educational program or activity, including any class or extracurricular activity, solely on the basis of the student's pregnancy, childbirth, false pregnancy, termination of pregnancy, or related recovery. In addition, the district shall not adopt any rule concerning a student's actual or potential parental, family, or marital status that treats students differently on the basis of sex.**

**(Education Code 221.51, 230; 5 CCR 4950; 34 CFR 106.40)**

~~discriminate against any student on the basis of the student's marital status, pregnancy, childbirth, false pregnancy, termination of pregnancy, or related recovery. (Education Code 230; 34 CFR 106.40)~~

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

**The Superintendent or designee shall annually notify parents/guardians at the beginning of the school year of the rights and options available to pregnant and parenting students under the law. In addition, pregnant and parenting students shall be notified of the rights and options available to them under the law through annual school year welcome packets and through independent study packets. (Education Code 222.5, 48980)**

**(cf. 5145.6 - Parental Notifications)**

For school-related purposes, a student under the age of 18 who enters into a valid marriage shall have all the rights and privileges of students who are 18 years old, even if the marriage has been dissolved. (Family Code 7002)

### Education and Support Services for Pregnant and Parenting Students

Pregnant and parenting students shall retain the right to participate in the regular education program ~~any comprehensive school or educational~~ alternative education programs. The classroom setting shall be the preferred instructional strategy unless an alternative is necessary to meet the needs of the individual student and/or his/her the student's child. (~~Education Code 54745~~)

(cf. 6158 - Independent Study)

(cf. 6181 - Alternative Schools/Programs of Choice)

~~(cf. 6183 - Home and Hospital Instruction)~~

(cf. 6184 - Continuation Education)

(cf. 6200 - Adult Education)

Any alternative education program, or activity, or course that is offered separately to pregnant or parenting students, including any class or extracurricular activity, shall be equal to that offered to other district students. A student's participation in such programs shall be voluntary. (Education Code 221.51; 5 CCR 4950)

If required for students with any other temporary disabling condition, the Superintendent or designee may require a student, based on pregnancy, childbirth, false pregnancy, termination of pregnancy, or related recovery, to obtain certification from a physician or nurse practitioner indicating that the student is physically and emotionally able to continue participation in the regular education program or activity. (Education Code 221.51; 5 CCR 4950; 34 CFR 106.40)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6183 - Home and Hospital Instruction)

A student shall be excused for absences to care for a sick child for whom the student is the custodial parent. A note from a physician shall not be required for such an absence. (Education Code 48205)

(cf. 5113 - Absences and Excuses)

#### Parental Leave

A pregnant or parenting student shall be entitled to eight weeks of parental leave in order to protect the health of the student who gives or expects to give birth and the infant, and to allow the pregnant or parenting student to care for and bond with the infant. Such leave may be taken before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction. The Superintendent or designee may grant parental leave beyond eight weeks if deemed medically necessary by the student's physician. (Education Code 46015; 34 CFR 106.40)

The student, if age 18 years or older, or the student's parent/guardian shall notify the school of the student's intent to take parental leave. No student shall be required to take all or part of the parental leave. (Education Code 46015)

When a student takes parental leave, the attendance supervisor shall ensure that absences from the regular school program are excused until the student is able to return to the regular school program or an alternative education program. A pregnant or parenting student shall not be required to complete academic work or other school requirements during the period of the parental leave. (Education Code 46015)

(cf. 5113.11 - Attendance Supervision)

Following the leave, a pregnant or parenting student may elect to return to the school and the course of study in which the student was enrolled before taking parental leave or to an alternative education option provided by the district. Upon return to school, a pregnant or parenting student shall have opportunities to make up work missed during the leave, including, but not limited to, makeup work plans and reenrollment in courses. (Education Code 46015)

When necessary to complete high school graduation requirements, the student may remain enrolled in school for a fifth year of instruction, unless the Superintendent or designee makes a finding that the student is reasonably able to complete district graduation requirements in time to graduate by the end of the fourth year of high school. (Education Code 46015)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.11 - Alternative Credits Toward Graduation)

(cf. 6146.2 - Certificate of Proficiency/High School Equivalency)

### **Reasonable Accommodations**

When necessary, the district shall provide ~~reasonable~~ accommodations to pregnant ~~or and~~ parenting students ~~to enable them~~ to access the educational program.

A pregnant student shall have access to any services available to other students with temporary disabilities or medical conditions. (34 CFR 106.40)

(cf. ~~6183 - Home and Hospital Instruction~~)

The school shall provide reasonable accommodations to any lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. A student shall not incur an academic penalty for using any of these reasonable accommodations, and shall be provided the opportunity to make up any work missed due to such use. Reasonable accommodations include, but are not limited to: (Education Code 222)

1. Access to a private and secure room, other than a restroom, to express breast milk or breastfeed an infant child
2. Permission to bring onto a school campus a breast pump and any other equipment used to express breast milk
3. Access to a power source for a breast pump or any other equipment used to express breast milk
4. Access to a place to store expressed breast milk safely
5. A reasonable amount of time to accommodate the student's need to express breast milk or breastfeed an infant child

### Complaints

Any complaint ~~alleging~~ of discrimination on the basis of pregnancy or marital or parental status, ~~district noncompliance with the requirements of Education Code 46015, or district noncompliance with the requirement to provide reasonable accommodations for lactating students~~ shall be addressed through the district's uniform complaint procedures in accordance with 5 CCR 4600-4670 and BP/AR 1312.3 - Uniform Complaint Procedures. ~~A complainant who is not satisfied with the district's decision may appeal the decision to the California Department of Education (CDE). If the district or CDE finds merit in an appeal, the district shall provide a remedy to the affected student. (Education Code 222, 46015; 5 CCR 4600- 4670)~~

(cf. 1312.3 - Uniform Complaint Procedures)

~~Any complaint alleging district noncompliance with the requirements to provide reasonable accommodations for lactating students also may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures. A complainant who is not satisfied with the district's decision may appeal the decision to the California Department of Education (CDE). If the district or the CDE finds merit in an appeal, the district shall provide a remedy to the affected student. (Education Code 222; 5 CCR 4600-4687)~~

### Program Evaluation

The Superintendent or designee shall periodically report to the Board regarding the effectiveness of district strategies to support married, pregnant, and parenting students, which may include data on participation ~~rates~~ in district programs and services, academic achievement, school attendance, graduation rate, and/or student feedback on district programs and services.

(cf. 0500 - Accountability)

(cf. 6162.5 - Student Assessment)

(cf. 6190 - Evaluation of the Instructional Program)

Legal Reference:

**EDUCATION CODE**

221.51 Nondiscrimination; married, pregnant, and parenting students

222 Reasonable accommodations; lactating students

222.5 Pregnant and parenting students, notification of rights

230 Sex discrimination

8200-8498 Child Care and Development Services Act

46015 Parental leave

48205 Excused absences

48206.3 Temporary disability, definition

48220 Compulsory education requirement

48410 Persons exempted from continuation classes

48980 Parental notifications

49553 Nutrition supplements for pregnant/lactating students

51220.5 Parenting skills and education

51745 Independent study

52610.5 Enrollment of pregnant and parenting students in adult education

**CIVIL CODE**

51 Unruh Civil Rights Act

**FAMILY CODE**

7002 Description of emancipated minor

**HEALTH AND SAFETY CODE**

104460 Tobacco prevention services for pregnant and parenting students

**CODE OF REGULATIONS, TITLE 5**

4600-4670 Uniform complaint procedures

4950 Nondiscrimination, marital and parental status

**CODE OF REGULATIONS, TITLE 22**

101151-101239.2 General licensing requirements for child care centers

101351-101439.1 Infant care centers

**UNITED STATES CODE, TITLE 20**

1681-1688 Title IX, Education Act Amendments

**UNITED STATES CODE, TITLE 42**

1786 Special supplemental nutrition program for women, infants, and children

**CODE OF FEDERAL REGULATIONS, TITLE 7**

246.1-246.28 Special supplemental nutrition program for women, infants, and children

**CODE OF FEDERAL REGULATIONS, TITLE 34**

106.40 Marital or parental status

**ATTORNEY GENERAL OPINIONS**

87 Ops.Cal.Atty.Gen. 168 (2004)

**COURT DECISIONS**

American Academy of Pediatrics et al v. Lungren et al (1997) 16 Cal.4th 307

**Management Resources**

**CALIFORNIA WOMEN'S LAW CENTER PUBLICATIONS**

Educational Rights of Pregnant and Parenting Teens: Title IX and California State Law Requirements, 2012

Pregnant Students and Confidential Medical Services, 2013



The Civil Rights of Pregnant and Parenting Teens in California Schools, 2002

**U.S. DEPARTMENT OF EDUCATION PUBLICATIONS**

Supporting the Academic Success of Pregnant and Parenting Students under Title IX of the Education Amendments of 1972, rev. June 2013

**WEB SITES**

CDE: <http://www.cde.ca.gov>

California Women's Law Center: <http://www.cwlc.org/resources>

U.S. Department of Agriculture, Women, Infants, and Children Program: <http://www.fns.usda.gov/wic>

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

Policy Adopted: ~~4/10/18~~ 03/13/2019

ORCUTT UNION SCHOOL  
DISTRICT  
Orcutt, California





# Orcutt Union School District

## EDUCATIONAL SERVICES

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*hedds@orcutt-schools.net*

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**TO:** Dr. Deborah Blow, Superintendent

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

**BOARD MEETING DATE:** February 13, 2019

**BOARD AGENDA ITEM:** Board Policy 6146.1

High School Graduation Requirements

**BACKGROUND:** Policy updated to reflect new law (AB 2121) which, under certain conditions, exempts from any district-established graduation requirements migrant students and newly arrived immigrant students participating in a newcomer program who transfer schools in grade 11-12. Policy also reflects new law (AB 3022) which authorizes the granting of a diploma to persons who departed California in grade 12 against their will, and add a section on "Honorary Diplomas" including an item reflecting new law (AB 2109) which authorizes the board to grant an honorary diploma to a terminally ill student.

**RECOMMENDATION:** It is recommended that the Board of Trustees approve the proposed revision of BP 6146.1.

**FUNDING:** No funding implications.

## Instruction

BP 6146.1(a)

### HIGH SCHOOL GRADUATION REQUIREMENTS (Charter High School Grades 9-12)

The Board of Trustees desires to prepare all students to obtain a high school diploma **so that they can to enable them to take advantage of opportunities for postsecondary education and/or employment.**

(cf. 5127 – Graduation Ceremonies and Activities)  
(cf. 5147 - Dropout Prevention)  
(cf. 6011 - Academic Standards)  
(cf. 6143 - Courses of Study)  
(cf. 6146.3 – Reciprocity of Academic Credit)

#### Course Requirements

To obtain a high school diploma, students shall complete at least the following courses in grades 9-12, with each course being one year unless otherwise specified:

1. Four courses in English (Education Code 51225.3)

(cf. 6142.91 – Reading/Language Arts Instruction)

2. ~~Three~~ **Two** courses in mathematics (Education Code 51225.3)

At least one mathematics course, or a combination of the two mathematics courses shall meet or exceed state academic content standards for Algebra I **or Mathematics I. Completion of such coursework prior to grade 9 shall satisfy the Algebra I or Mathematics I requirement, but shall not exempt a student from the requirement to complete two mathematics courses in grades 9-12.** . (Education Code 51224.5)

~~Completion, prior to grade 9, of algebra coursework that meets or exceeds state academic content standards shall satisfy the algebra coursework requirement, but shall not exempt a student from the requirement to complete three mathematics courses in grades 9-12. (Education Code 51224.5)~~

~~(cf. 6011 – Academic Standards)  
(cf. 6142.92 – Mathematics Instruction)~~

3. ~~Three~~ **Two** courses in science, including biological and physical sciences (Education Code 51225.3)

(cf. 6142.93 - Science Instruction)

4. Three courses in social studies, including United States history and geography; world history, culture, and geography; a one-semester course in American government and civics; and a one-semester course in economics (Education Code 51225.3)

(cf. 6142.3 - Civic Education)  
(cf. 6142.93 – History-Social Science Instruction)

5. One course in visual or performing arts, foreign language, ~~or~~ **including** American Sign Language; **or career technical education (CTE)** (Education Code 51225.3)

**To be counted towards meeting graduation requirements, a CTE course shall be aligned to the CTE model curriculum standards and framework adopted by the State Board of Education.**

(cf. 6142.2 - World/Foreign Language Instruction)  
(cf. 6142.6 - Visual and Performing Arts Education)  
(cf. 6178 - Career Technical Education)  
(cf. 6178.2 - Regional Occupational Center/Program)

6. Two courses in physical education, unless the student has been otherwise exempted pursuant to other sections of the Education Code (Education Code 51225.3)

~~(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)~~  
(cf. 6142.7 – Physical Education and Activity)

To obtain high school graduation, students must have documented 40 hours of community service, participation in at least one school-developed career technical education class and successfully participate in the senior exit interview. These requirements are over and above the course requirements.

Because the prescribed course of study may not accommodate the needs of some students, the Board shall provide alternative means for the completion of prescribed courses in accordance with law.

(cf. 6146.11 – Alternative Credits Toward Graduation)  
(cf. 6146.2 – Certificate of Proficiency/High School Equivalency).  
(cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)

### **Exemptions and Waivers**

A foster youth, homeless student, former juvenile court school student, ~~or~~ child of a military family, **migrant student, or newly arrived immigrant student participating in a newcomer program** who transfers into the district any time after completing his/her second year of high school shall be required to complete all graduation requirements specified in Education Code 51225.3 but shall be exempt from any additional district-adopted graduation requirements, unless the Superintendent or designee makes a finding that the student is reasonably able to complete the requirements in time to graduate by the end of ~~his/her~~ **the** fourth year of high school. Within 30 days of the transfer, any such student shall be notified of the availability of the exemption and whether ~~he/she~~ **the student** qualifies for it. (Education Code 51225.1)

(cf. 1312.3 - Uniform Complaint Procedures)  
(cf. 5145.6 - Parental Notifications)

(cf. 6173 - Education for Homeless Children)  
(cf. 6173.1 – Education for Foster Youth)  
(cf. 6173.2 – Education for Children of Military Families)  
(cf. 6173.3 - Education for Juvenile Court School Students)  
(cf. 6175 - Migrant Education Program)

## Retroactive Diplomas

~~Until July 31, 2018,~~ Any student who completed grade 12 in the 2003-04 through the 2014-15 school year and met all applicable graduation requirements other than the passage of the high school exit examination shall be granted a high school diploma. (Education Code 51413)

### Legal Reference:

#### EDUCATION CODE

47612 Enrollment in charter school  
48200 Compulsory attendance  
48204.4 Parents/guardians departing California against their will  
48412 Certificate of proficiency  
48430 Continuation education schools and classes  
48645.5 Acceptance of coursework  
48980 Required notification at beginning of term  
49701 Interstate Compact on Educational Opportunity for Military Children  
51224 Skills and knowledge required for adult life  
51224.5 Algebra instruction  
51225.1 Exemption from district graduation requirements  
51225.2 Pupil in foster care defined; acceptance of coursework, credits, retaking of course  
51225.3 High school graduation  
51225.35 Mathematics course requirements; computer science  
51225.36 Instruction in sexual harassment and violence; districts that require health education for graduation  
51225.5 Honorary diplomas; foreign exchange students  
51225.6 Compression-only cardiopulmonary resuscitation  
51228 Graduation requirements  
51240-51246 Exemptions from requirements  
51250-51251 Assistance to military dependents  
51410-514123 Diplomas  
51420-51427 High school equivalency certificates  
51430 Retroactive high school diplomas  
51440 Retroactive high school diplomas  
51450-51455 Golden State Seal Merit Diploma  
51745 Independent study restrictions  
56390-56392 Recognition for educational achievement, special education  
66204 Certification of high school courses as meeting university admissions criteria  
67386 Student safety; affirmative consent standard

#### CODE OF REGULATIONS, TITLE 5

1600-1651 Graduation of students from grade 12 and credit toward graduation  
4600-4687 Uniform complaint procedures

#### COURT DECISIONS

O'Connell v. Superior Court (Valenzuela), (2006) 141 Cal.App.4th 1452

### Management Resources:

#### WEB SITES

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

California Department of Education, California High School: <http://www.cde.ca.gov/ta/tg/hs/ci/gs/hs>

University of California, List of Approved a-g Courses:

<http://www.universityofcalifornia.edu/admissions/freshman/requirements>

Policy Adopted: ~~02/14/2018~~ 03/13/2019

ORCUTT UNION SCHOOL DISTRICT  
Orcutt, California



# Orcutt Union School District

## EDUCATIONAL SERVICES

*Holly Edds, Ed. D., Assistant Superintendent*  
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**TO:** Dr. Deborah Blow, Superintendent

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

**BOARD MEETING DATE:** February 13, 2019

**BOARD AGENDA ITEM:** Safe School Plans for all school sites

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

**RECOMMENDATION:** This evening the School Safety Plans for each of the schools in the Orcutt Union School District are submitted for board approval as required in California statute. Staff recommends these be approved as submitted.

**FUNDING:** No funding implications.