

ORCUTT UNION SCHOOL DISTRICT
Regular Meeting of the Board of Trustees
Wednesday, October 10, 2018
Closed Session – 6:45 P.M.
Public Session – 7:15 P.M.
District Office Board Room
500 Dyer Street, Orcutt, CA 93455

CALL TO ORDER 6:45 P.M.

A. Pledge of Allegiance

CLOSED SESSION PUBLIC COMMENTS

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

ADJOURN TO CLOSED SESSION

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

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

RECONVENE TO PUBLIC SESSION 7:15 P.M.

B. Public Report on Action Taken in Closed Session

C. Adoption of October 10, 2018 Agenda

Moved _____ Second _____ Vote _____

PUBLIC COMMENT ANNOUNCEMENT

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

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

D. Superintendent's Report

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

- 1. OJHS – Robotics (Ginger Fredriks)
- 2. OCAF Update

E. Public Comment

An opportunity for the public to provide input to the Board of Trustees. Those wishing to speak about a specific agenda item may do so during the Public Comment segment or when the item is being considered. Any request to speak must be submitted on a *Request for Public Comment Form* which can be obtained from the Superintendent's secretary and submitted before the presiding officer addressing the item. 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.

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. Classified Personnel Action Report
- B. Certificated Personnel Action Report
- C. Hiring of Additional Coaches for 2018-19
- D. Approval of Warrants
- E. Minutes, Regular Board Meeting, September 12, 2018
- F. Minutes, Special Board Meeting, September 25, 2018
- G. Board Policy 0410, Nondiscrimination in District Programs and Activities, for second reading
- H. Board Policy 0420.41 E, Charter School Oversight, for second reading
- I. Board Policy 2210, Administrative Discretion Regarding Board Policy, for second reading
- J. Board Policy 3516, Emergencies and Disaster Preparedness Plan, for second reading
- K. Board Policy 3514, Environmental Safety, for second reading
- L. Board Policy 3514.1, Transportation for School Related Trips, for second reading
- M. Board Bylaw 9310, Board Bylaws, for second reading
- N. Dannis, Woliver, Kelley (DWK) agreement for 2018-19
- O. Williams/Valenzuela Uniform Complaints Quarterly Report

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

Moved _____ Second _____ Vote _____

ITEMS SCHEDULED FOR ACTION

A. GENERAL

- 1. Board Policy 0415, Equity

It is recommended that the Board of Trustees adopt Board Policy 0415, Equity, for first reading and that it be placed on the next Consent Agenda for second reading.

Moved _____ Second _____ Vote _____

2. Acceptance of Gifts

Lakeview Jr. High School received a \$200 cash donation from Jeffrey Tuckness, to be applied to Lakeview Athletics, and a \$100 cash donation from Jason and Ann Murie Torrez, to be applied to their Science program

Olga Reed received a \$500 cash donation from Alison Wrigley Rusack and Geoffery Claflin Rusack, to be applied to the Catalina Science Camp field trip expenses.

It is recommended that the Board of Trustees accept these gifts and request that a letter of acceptance and appreciation be forwarded to Jeffrey Tuckness, Jason and Ann Murie Torrez, and Alison Wrigley Rusack and Geoffery Claflin Rusack.

Moved _____ Second _____ Vote _____

B. BUSINESS SERVICES

1. AB1200 Public Disclosure of proposed Collective Bargaining Agreement, California School Employees Association, and Management

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

Moved _____ Second _____ Vote _____

2. Award Bid for the Portable Roofing Projects

It is recommended that the Board of Trustees approve the bid award for the Portable Roofing Projects to L & L Roofing, as submitted.

Moved _____ Second _____ Vote _____

3. The Garland Company CMAS Material Contract No.4-01-56-006A, Supplement No. 4

It is recommended that the Board of Trustees approve the CMAS Material Contract No 4-01-56-006A Supplement No. 4, as submitted.

Moved _____ Second _____ Vote _____

4. Notice of Completion for Demolition Project

It is recommended that the Board of Trustees ratify the Notice of Completion to the Demolition project, as submitted.

Moved _____ Second _____ Vote _____

C. EDUCATIONAL SERVICES

1. Board Policy 5123, Students Promotion/Acceleration/Retention

It is recommended that the Board of Trustees adopt Board Policy 5123, Students Promotion/Acceleration/Retention, for first reading and that it be placed on the next Consent Agenda for second reading.

Moved _____ Second _____ Vote _____

D. HUMAN RESOURCES

1. Ratification of Agreement with, California School Employees' Association (CSEA), Employees and Public Disclosure of Proposed Collective Bargaining Agreement

It is recommended that the Board of Trustees approve the negotiated agreement with California School Employees' Association (CSEA) effective, July 1, 2018.

Moved _____ Second _____ Vote _____

2. Ratification of Agreement with, Orcutt Union School District Confidential Employees, Certificated Management and Classified Management

It is recommended that the Board of Trustees ratify the Agreement with Orcutt Union School District Confidential Employees, Certificated Management and Classified Management.

Moved _____ Second _____ Vote _____

3. Approval of Compensation Increase for Contracted Positions

It is recommended that the Board of Trustees approve the Compensation Increase for Contracted Positions, Dr. Holly Edds, Assistant Superintendent, Educational Services, Susan Salucci, Assistant Superintendent, Human Resource, Walter Con, Assistant Superintendent, Business Services and Kirby Fell, Chief Technology Officer.

Moved _____ Second _____ Vote _____

4. Addendum No. 2 to Superintendent Contract – Dr. Deborah Blow

It is recommended that the Board of Trustees ratify Addendum No. 2 to the contract for Dr. Deborah Blow, Superintendent.

Moved _____ Second _____ Vote _____

5. Board Policy 4140, 4240, Bargaining Units

It is recommended that the Board of Trustees adopt Board Policy 4140, 4240 Bargaining Units, for the first reading and that it is placed on the next Consent Agenda for second reading.

Moved _____ Second _____ Vote _____

6. Board Policy 4158, 4258, 4358, Employee Security

It is recommended that the Board of Trustees adopt Board Policy 4158, 4258, 4358, Employee Security, for the first reading and that it is placed on the next Consent Agenda for second reading.

Moved _____ Second _____ Vote _____

7. Brandman University Supervised Internship Agreement

It is recommended that the Board of Trustees approve the Brandman University Supervised Internship Agreement for the School Psychology program with the Orcutt Union School District.

Moved _____ Second _____ Vote _____

8. Brandman University Supervised Fieldwork Agreement

It is recommended that the Board of Trustees approve the Brandman University Fieldwork Agreement for the School Psychology program with the Orcutt Union School District.

Moved _____ Second _____ Vote _____

9. Hiring of Jeri Sharpe on a Variable Term Waiver for Elementary Physical Education (Pine Grove)

It is recommended that the Board of Trustees approve the use of a Provisional Internship Permit (PIP) to hire Jeri Sharpe on a Variable Term Waiver Elementary Physical Education Teacher at Pine Grove Elementary for 2018-19.

Moved _____ Second _____ Vote _____

E. TECHNOLOGY

1. Educational Technology Academy Purchases

It is recommended that the Board of Trustees approve the Educational Technology Academy Purchases to expand and support the district's educational technology academies, 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, November 14, 2018, beginning with Closed Session beginning at 6:45 p.m., Public Session at 7:15 p.m. in the District Office Board Room, 500 Dyer Street, Orcutt, CA. There will be a Curriculum Board Meeting, Wednesday, October 24, 2018, at 6:00 p.m. in the District Office Board Room, 500 Dyer Street, Orcutt, CA.

ADJOURN

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

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

Classified Personnel Action Report
 Orcutt Union School District
 October 10, 2018

TO: Deborah Blow, Ed.D.

SUBMITTED BY: Susan Salucci, Assistant Superintendent/Human Resources



SUBJECT: Recommendations for Board Approval

Name	Site/Dept.	Classification	Step/ Range	Hours	Rate of Pay	Effective	Action/Information
Almadin, Rose	Health Services	Licensed Vocational Nurse			\$25.00 per month	9/1/2018	Phone stipend
Almaguer, Crystal	Dunlap	Instructional Assistant, I	11/1	3.5	\$14.17 per hour	10/5/2018	Resignation
Amarillas, Mark	Maintenance	Grounds Maintenance Worker, Lead	29/3	8	\$4,239 per month	10/3/2018	Promotion
Amarillas, Mark	Maintenance	Grounds Maintenance Worker, I			5% of salary	10/3/2018	End Pesticide License stipend
Arguilles, Maria	Transportation	Bus Attendant	11/6	29.68 per week	\$18.09 per hour	9/17/2018	New projection
Bacon, Joanna	Transportation	Bus Driver	18/4	21.0 per week	\$19.51 per hour	9/17/2018	New projection
Badenell, Lisa	Transportation	Bus Driver	11/6	31.85 per week	\$18.09 per hour	9/17/2018	New projection
Banks, Deanna	Patterson	Instructional Assistant I	11/5	3.5	\$17.22 per hour	10/02/2018	Permanent/Probationary
Borsch, Dana	Pupil Services	Office Assistant	14/6	2-4 per week	\$19.48 per hour	9/20/2018	Additional clerical support, as needed
Bunting, Paul	Transportation	Bus Driver	18/6	26.49 per week	\$21.50 per hour	9/17/2018	New projection
Chacon, Erica	Transportation	Bus Attendant	11/2	15.0 per week	\$14.88 per hour	9/17/2018	New projection
De Bruhl, Lisa	Transportation	Bus Driver	18/6	25.92 per week	\$21.50 per hour	9/17/2018	New projection
Decaires, Dennis	Transportation	Bus Driver	18/6	29.76 per week	\$21.50 per hour	9/17/2018	New projection
Decaires, Wendy	Transportation	Bus Driver	18/6	30.82 per week	\$21.50 per hour	9/17/2018	New projection
Falcon, Debbie	Patterson	Child Care Assistant	6/6	3.75	\$150 per month	11/1/2018	Longevity – 15 years
Guerrero, Karen	Patterson	Child Care Coordinator	16/6	3.75	\$150 per month	11/1/2018	Longevity – 15 years

Classified Personnel Action Report
 Orcutt Union School District
 October 10, 2018

TO: Deborah Blow, Ed.D.

SUBMITTED BY: Susan Salucci, Assistant Superintendent/Human Resources



SUBJECT: Recommendations for Board Approval

Name	Site/Dept.	Classification	Step/ Range	Hours	Rate of Pay	Effective	Action/Information
Houchin, Tina	Dunlap	Child Nutrition Cook	9/6	3.75	\$17.21 per hour	9/18/2018	Resignation
Jimenez, Michelle	Health Services	Licensed Vocational Nurse			\$25.00 per month	10/8/2018	Phone stipend
Jimenez, Michelle	Health Services	Licensed Vocational Nurse	27/6	6.0	\$26.84 per hour	10/8/2018	Permanent/Probationary (reinstate)
Johnson, Laci	Health Services	Licensed Vocational Nurse			\$25.00 per month	9/1/2018	Phone stipend
Lacourse, Tami	Transportation	Bus Driver	18/6	36.32 per week	\$21.50 per hour	9/17/2018	New projection
Landron, Mary	Transportation	Bus Driver	18/4	31.0 per week	\$19.51 per hour	9/17/2018	New projection
Lara, Charlene	Transportation	Driver	15/4	17.0 per week	\$18.10 per hour	9/17/2018	New projection
McGeary, Rebecca	Transportation	Bus Driver	18/6	31.08 per week	\$21.50 per hour	9/17/2018	New projection
McMann, Kellie	Transportation	Bus Driver	18/6	24.75 per week	\$21.50 per hour	9/17/2018	New projection
Emp. # 1727		Instructional Assistant I		3.5		10/01/2018	Release from Probationary Employment
Mowry, Neva	Transportation	Bus Driver	18/6	32.32 per week	\$21.50 per hour	9/17/2018	New projection
Musumeci, Randy	Transportation	Bus Driver	18/3	20.5 per week	\$18.57 per hour	9/17/2018	New projection
Nance, Donna	Pine Grove	Media Specialist	14/6	25 per week	\$19.48 per hour	9/24/2018	Request reduction in hours (by 5 hours per week)
Palin, Cheri	Pupil Services	Office Assistant	14/6	2-4 per week	\$19.48 per week	9/20/2018	Additional clerical support, as needed
Perea, Nancy	Pine Grove/Patterson	Instructional Assistant/PE	11/2	9.66 per week	\$14.88 per hour	9/11/2018	Reinstate from layoff
Perea, Nancy	Lakeview	Noon Duty Supervisor	6/2	.83	\$13.16 per hour	9/17/2018	Permanent/Probationary

Classified Personnel Action Report
 Orcutt Union School District
 October 10, 2018

TO: Deborah Blow, Ed.D.

SUBMITTED BY: Susan Salucci, Assistant Superintendent/Human Resources



SUBJECT: Recommendations for Board Approval

Name	Site/Dept.	Classification	Step/ Range	Hours	Rate of Pay	Effective	Action/Information
Robles-Sanchez, Monica	Olga Reed	Noon Duty Supervisor, Substitute	6		\$11.81 per hour	9/25/2018	Substitute
Sandstrom, Leilani	Transportation	Bus Driver	18/5	26.85 per week	\$20.48 per hour	9/17/2018	New projection
Steels, Barbera	Alice Shaw	Noon Duty Supervisor, Substitute	6/2		\$13.16 per hour	9/5/2018	Substitute
Stites, Jennette	District	Noon Duty Supervisor, Substitute	6/4		\$14.50 per hour	9/24/2018	Substitute
Vader Kidd, Leanne	Nightingale	Instructional Assistant/PE	11/2	4.5 per week	\$14.88 per hour	9/17/2018	Reinstate from layoff
Williams, Jessica	Transportation	Bus Attendant, Substitute	11		\$13.36 per hour	9/27/2018	Substitute
Williams, Jessica	District	Noon Duty Supervisor, Substitute	6		\$11.81 per hour	9/27/2018	Substitute

ORCUTT UNION SCHOOL DISTRICT

Certificated Personnel Action Report

TO: Dr. Deborah Blow
District Superintendent

FROM: Susan Salucci
Assistant Superintendent of Human Resources

DATE: Board Meeting of October 10, 2018

RE: **RECOMMENDATIONS FOR APPROVAL AND RATIFICATION**

<i>NAME</i>	<i>SCHOOL</i>	<i>CLASS/STEP</i>	<i>SALARY</i>	<i>EFFECTIVE DATE</i>	<i>ACTION INFORMATION</i>
Ahler, Laura	Nightingale	Stipend	\$1200	2018-19	Lead Teacher, 2 nd Grade
Anadon, Alyssa	Nightingale	Extra Duty	\$40/hr	8/22/18	IEP Training, 3 hrs
Ayers, Kelly	Olga Reed	Extra Duty	\$40/hr	8/7-8/21/18	SEIS Training, 8.5 hrs
Barba, Patricia	Shaw	Extra Duty	\$40/hr	8/3/18	Tina Pelletier Workshop 5 hrs
Barbour, Katherine	Patterson	Extra Duty	\$40/hr	8/4/18	Tina Pelletier Workshop, 5.25 hrs
Barnewolt, Janene	Nightingale	Extra Duty	\$40/hr	8/22/18	IEP Training, 3 hrs
Benedict, Patricia	Patterson	Hourly	\$25	8/20-8/28/18 2018-19	Dibels, 41 hrs Title 1, 30 hrs wk After School Intervention, 4 hrs wk
Blanchard, Kimberly	Nightingale	Hourly	\$25	2018-19 8/17-8/22/18	Title 1, 30 hrs wk Dibels, 22 hrs
Bormes, Lori	Dunlap	Hourly	\$25	2018-19 8/17-8/23/18	Enrichment, 14 hrs wk Dibels, 27 hrs
Brandt, Emily	District	Hourly	\$25	8/17-8/24/18	Dibels, 23.25 hrs
Brickey, Patrick	Lakeview	Extra Duty	\$40/hr	8/28/18	Homework Club, 1 hr
Brown, Lindsay	Nightingale	Extra Duty	\$40/hr	8/2/18	Tina Pelletier Workshop, 5 hrs
Buchanan, Sarah	Pine Grove	Hourly	\$25	2018-19 8/20-8/23/18	Intervention, 30 hrs wk Dibels, 18.75 hrs
Callaghan, Christy	Patterson	Extra Duty	\$40/hr	8/13/18 8/1-8/13/18 8/20-8/22/18	New Teacher Training, 3 hrs Tina Pelletier Workshop / TOSA PBIS, 27 hrs SEIS / IEP Training, 10.5 hrs
Callis, Wendy	Patterson	Extra Duty	\$40/hr	8/4/18	Tina Pelletier Workshop, 5.25 hrs
Camacho, Diane	Nightingale	Hourly	\$25	2018-19 8/17-8/24/18	Title 1, 30 hrs wk Dibels, 36.5 hrs

*To be prorated

<i>NAME</i>	<i>SCHOOL</i>	<i>CLASS/STEP</i>	<i>SALARY</i>	<i>EFFECTIVE DATE</i>	<i>ACTION INFORMATION</i>
Canby, Erin	Shaw	Hourly	\$25	8/22/18 8/20-8/24/18	Enrichment, 1.5 hrs Dibels, 26 hrs
Cantrell, Andrea	Dunlap	Hourly	\$25	2018-19 8/20-8/24/18	Intervention, 30 hrs wk Dibels, 30 hrs
Chamberlain, John	Nightingale	Stipend	\$800	2018-19	Robotics Advisor
Chartier, Victoria	Pine Grove	Extra Duty	\$40/hr	8/2/18	Tina Pelletier Workshop, 5 hrs
Chitwood, Melissa	Dunlap/Shaw/ Nightingale	V-4	\$58,525	10/5/18	Resignation
Collison, Deirdre	Shaw	Extra Duty	\$40/hr	8/4/18	Tina Pelletier Workshop, 5.25 hrs
Cornwell, Karen	Nightingale	Extra Duty	\$40/hr	8/13/18 8/2-8/4/18	New Teacher Training, 7.5 hrs Tina Pelletier Workshop, 17.75 hrs
Cremeans, Emily	Patterson	Stipend Extra Duty	\$1200 \$40/hr	2018-19 8/4/18	Lead Teacher, 4 th Grade Tina Pelletier Workshop, 5.25 hrs
Cunningham, Tiffany	Orcutt	Extra Duty	\$40/hr	8/28-8/30/18	Homework Club, 2 hrs
Dahl, Cheryl	Nightingale	Extra Duty	\$40/hr	8/3/18 8/6/18	Tina Pelletier Workshop, 5 hrs Writing Benchmark, 3 hrs
Danielson, Lisa	Dunlap	Stipend	\$1200	2018-19	Lead Teacher, 4 th Grade
Davis, Joanne	Dunlap	Stipend	\$924	2018-19	Yearbook Advisor
DePalma-Steed, Bridgette	Patterson	Stipend	\$1200	2018-19	Lead Teacher, 6 th Grade
Devereaux, William	Nightingale	Stipend Extra Duty	\$1500* \$40/hr	2018-19 8/20-8/21/18	Teacher in Charge, split Special Ed support meetings, 1.25 hrs
Doerksen, Allie	Pine Grove	Stipend Extra Duty	\$1000 \$40/hr	2018-19 8/1/18 8/4/18	Student Council Advisor CPM Training, 6 hrs Tina Pelletier Workshop, 5.75 hrs
Dunne, Anthony	Patterson	Stipend Extra Duty	\$991* \$40/hr	2018-19 8/28/18	Track Coach, split IEP Meeting, 1 hr
Ebner, Karen	Lakeview	Extra Duty	\$40/hr	8/1/18	CPM Training, 6 hrs
Elkin, Miranda	Shaw	Extra Duty	\$40/hr	8/3-8/4/18	Tina Pelletier Workshop, 10.25 hrs
Espinoza, Gabriel	Dunlap	Stipend V-4	\$1500* \$58,525	2018-19	Teacher in Charge, split Completed units for movement
Fanshier, Rebecca	Pine Grove	Hourly	\$25	2018-19 8/20-8/23/18	Intervention, 30 hrs wk Dibels, 18.5 hrs
Felix, Danielle	Patterson	Stipend	\$1200	2018-19	Lead Teacher, 5 th Grade
Fenske, Christina	Olga Reed	Hourly	\$25	8/29-8/30/18	Garden, 7.5 hrs
Fife, Susan	District	Hourly	\$25	8/21/18	Dibels, 4.5 hrs
Flatley, Lauren	Orcutt	V-2	\$54,786	2018-19	Completed units for movement
Francisco, Mary	Dunlap	Stipend	\$1200	2018-19	Lead Teacher, 5 th Grade
Frantz, Michele	Nightingale	Stipend	\$1200	2018-19	Lead Teacher, 1 st Grade

*To be prorated

<i>NAME</i>	<i>SCHOOL</i>	<i>CLASS/STEP</i>	<i>SALARY</i>	<i>EFFECTIVE DATE</i>	<i>ACTION INFORMATION</i>
Fraser, Jamie	Pine Grove	Extra Duty	\$47.10/hr	8/28/18	IEP Meeting, 1.5 hrs
Freeland, Susan	Nightingale	Hourly	\$25	2018-19 8/17-8/24/18	Title 1, 30 hrs wk Dibels, 32.75
Freitas, Jennifer	Patterson	Daily	\$140	8/13-8/15/18	Long Term Sub Classroom Prep, 3 days
Furst, Elaine	District	Extra Duty	\$40/hr	8/8/18 8/13/18 8/2-8/22/18 8/2-8/4/18	Sub Training Day, 4.5 hrs New Teacher Training Day, 4.5 hrs SEIS Training, 6 hrs Tina Pelletier Workshop, 15 hrs
Garcia, Laura	Dunlap/Shaw/ Nightingale	VI-6	\$65,491*	10/8/18	Counselor
Ginter, Emily	Shaw	Stipend	\$991	2017-18	Track Coach (late pay)
Ginter, Rhonda	Patterson	Stipend	\$1200	2018-19	Lead Teacher, 1 st Grade
Golden, Cassandra	District	Hourly	\$25	8/20-8/24/18	Dibels, 29 hrs
Grennan-Slider, Julie	Nightingale	Extra Duty	\$1000	2018-19	Combo Class
Harlow, Kayla	Dunlap	Stipend	\$1500*	2018-19	Teacher in Charge, split
Harris, Steven	Lakeview	Extra Duty	\$40/hr	8/23/18	Back to School / 2 nd site, 1.75 hrs
Harrison, April	Nightingale	Extra Duty	\$40/hr	8/2/18	Tina Pelletier Workshop, 5 hrs
Hart, Tammy	District	Extra Duty	\$40/hr	8/8/18 8/13/18 8/2-8/4/18	Sub Teacher Training Day, 6 hrs New Teacher Training Day, 7.5 hrs Tina Pelletier Workshop, 15 hrs
Havard, Roberta	District	Hourly	\$25	8/17-8/20/18	Dibels, 7.5 hrs
Heath, Ashley	Shaw	Hourly	\$25	8/17-8/24/18	Dibels, 33.25 hrs
Henry, Kristi	Nightingale/ Dunlap	Extra Duty	\$40/hrs	8/22/18	IEP Training, 3.25 hrs
Hildebrant, Jennifer	Pine Grove	Extra Duty	\$40/hr	8/30/18	IEP Meeting, 1.25 hrs
Hinden, Susie	Patterson	Extra Duty	\$40/hr	8/31/18	IEP Meeting, 1.75 hrs
Hodson, Joslyn	Patterson	Stipend Extra Duty	\$924 \$40/hr	2018-19 8/1/18	Yearbook Advisor CPM Training, 6 hrs
Holladay, Brittany	Dunlap	Hourly	\$25	2018-19 8/20-8/24/18	Intervention, 30 hrs wk Dibels, 30 hrs
Hopkins, Tiffany	District	Hourly	\$25	8/20-8/24/18	Dibels, 21.25 hrs
Horton, Troy	Shaw	Extra Duty	\$40/hr	8/4/18	Tina Pelletier Workshop, 5.25 hrs
Hough, Roberta	Pine Grove	Stipend	\$924 \$800 \$1200	2018-19	Yearbook Advisor Robotics Advisor Lead Teacher, 6 th Grade
Hughes, Michelle	District	Hourly	\$25	8/20-8/27/18	ELPAC Proctor, 12.25 hrs
Johnson, Melissa	Nightingale	Hourly	\$25	8/20-8/24/18	Dibels, 21 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>
Jones, Kari	District	Extra Duty	\$25/hr	8/17-8/24/18	Dibels, 30.5 hrs
Jorgensen, Sheri	Nightingale	Stipend	\$1,000	2018-19	Student Council Advisor
Kantorowski, Jennifer	Olga Reed	Hourly	\$25	8/17-8/31/18 8/20-8/24/18	Intervention, 27 hrs Dibels, 19.5 hrs
Karamitsos, Beth	Patterson	Stipend Extra Duty	\$991* \$40/hr	2018-19 8/2/18	Track Coach, split Tina Pelletier Workshop, 4.5 hrs
Kozel, Aaron	Dunlap	Extra Duty	\$40/hr	8/3/18	Tina Pelletier Workshop, 5 hrs
Krausse, Sheila	District	Hourly	\$25	8/20-8/30/18	ELPAC Proctor, 22.75 hrs
Kuykendall, Colleen	Patterson	Stipend Extra Duty	\$1500* \$1200 \$40/hr	2018-19 8/3/18	Teacher in Charge, split Lead Teacher, 3 rd Grade Tina Pelletier Workshop, 5 hrs
Laflin, Debra	Olga Reed	Extra Duty	\$40/hr	8/4/18	Tina Pelletier Workshop, 5.25 hrs
Lake, Catherine	District	Extra Duty	\$40/hr	8/2-8/4/18 8/8/18 8/13/18	Tina Pelletier Workshop, 17 hrs Sub Teacher Training Day, 4.5 hrs New Teacher Training Day, 4.5 hrs
Langley, Cassidy	Pine Grove	Extra Duty	\$40/hr	8/2/18	Tina Pelletier Workshop, 5 hrs
Lara, Nichol	Pine Grove	Hourly	\$25	2018-19 8/17-8/23/18	Enrichment, 14 hrs wk Dibels, 27.5 hrs
Larrabee, Jennifer	Patterson	Hourly	\$25	2018-19 8/17-8/24/18	Enrichment, 14 hrs wk Dibels, 17.5 hrs
Lee, Tanya	Olga Reed	Extra Duty	\$40/hr	8/4/18	Tina Pelletier Workshop, 5.25 hrs
Levey, Tracy	Olga Reed	V-8	\$66,801	2018-19	Completed units for movement
Maderas, Ronald	Pine Grove	Stipend Extra Duty	\$1200 \$40/hr	2018-19 8/4/18	Lead Teacher, 4 th Grade Tina Pelletier Workshop, 5.25 hrs
Maloney, Colleen	Pine Grove	Stipend	\$1200	2018-19	Lead Teacher, 2 nd Grade
Manfredi, Patricia	Lakeview	Extra Duty	\$40/hr	8/28/18	Homework Club, 1 hr
Manich, Cher	District	Extra Duty	\$40/hr	8/2-8/4/18 8/6/18 8/8/18	Tina Pelletier Workshop, 15 hrs Writing Benchmark, 3.5 hrs Sub Training Day, 4.5 hrs
McGarity, Susan	Pine Grove	V-2 Extra Duty	\$54,786 \$40/hr	2018-19 8/27/18	Submitted units for movement Band Meeting, .75 hrs
McGray, Cheryl	District	Hourly	\$25	8/20/18	ELPAC Proctor, 1.75 hrs
McKee, Vada	Orcutt	Extra Duty	\$40/hr	8/23/18	IEP Meeting, .5 hr
Meertens, Karen	Patterson	Extra Duty	\$40/hr	8/30/18	IEP Meeting, .5 hr
Meyer, Karen	Dunlap	Stipend Extra Duty	\$1200 \$1000 \$40/hr	2018-19 8/2/18	Lead Teacher, Kinder Combo Class Tina Pelletier Workshop, 5 hrs
Mier, Karen	Patterson	Stipend	\$1500* \$1200	2018-19	Teacher in Charge, split Lead Teacher, 2 nd Grade

*To be prorated

<i>NAME</i>	<i>SCHOOL</i>	<i>CLASS/STEP</i>	<i>SALARY</i>	<i>EFFECTIVE DATE</i>	<i>ACTION INFORMATION</i>
Millan, Laurie	District	Hourly	\$25	8/20-8/24/18	Dibels, 25 hrs
Miller, Ashley	Shaw	Extra Duty	\$47.10/hr \$40/hr	8/20-8/28/18 8/2/18	IEP Meetings, 1.5 hrs Tina Pelletier Workshop, 5 hrs
Morris, Sheri	Dunlap	Stipend Extra Duty	\$1200 \$40/hr	2018-19 8/23/18	Lead Teacher, 2 nd Grade IEP Meeting, 1 hr
Naess, Jennifer	Patterson	Extra Duty	\$47.10/hr	8/30-8/31/18	IEP Meetings, 2.5 hrs
Norling, Michaela	Pine Grove	V-3 Stipend Extra Duty	\$56,625 \$750 \$1200 \$47.10/hr	2018-19 8/28-8/30/18	Completed units for movement One Time Stipend for Added Authorizations for SPED teachers Lead Teacher, Special Education IEP Meetings, 2.5 hrs
Padilla, Valerie	Shaw	Extra Duty	\$40/hr	8/2/18	Tina Pelletier Workshop, 5 hrs
Papworth, Lara	District	Hourly	\$25/hr	8/17-8/31/18	ELPAC Proctor, 5.25 hrs
Parker, Elizabeth	Nightingale	Stipend	\$1200	2018-19	Lead Teacher, Kinder
Parsley, Meghan	District	Hourly	\$25	8/22-8/24/18	Dibels, 14 hrs
Parker, Jessica	Nightingale	Extra Duty	\$47.10/hr	8/22/18	IEP Training, 2.75 hrs
Pawley, Lise	Nightingale	Stipend	\$1200	2018-19	Lead Teacher, 3 rd Grade
Perez, Cecilia	Orcutt	V-4	\$58,525	2018-19	Completed units for movement
Pollock, Christin	Dunlap	Stipend	\$1200	2018-19	Lead Teacher, 1 st Grade
Pugh, Caline	Pine Grove	Extra Duty	\$40/hr	8/31/18	Tina Pelletier Workshop, 5 hrs
Qian, Susan	Shaw / Olga Reed	Extra Duty	\$40/hr	8/20/18	SPED Training, 2.75 hrs
Ramin, Ginger	Orcutt JH / Patterson	V-5 Extra Duty	\$60,493 \$40/hr	2018-19 8/21/18 8/23/18	Completed units for movement SPED Training, 2.5 hrs IEP Amendment, 1 hr
Ramos, Rosalyn	Nightingale	Stipend Extra Duty	\$1500* \$1200 \$40/hr	2018-19 8/4/18	Teacher in Charge, split Lead Teacher, 5 th Grade Tina Pelletier Workshop, 5.25 hrs
Reinartz, Mary	Patterson	Extra Duty	\$1000	2018-19	Combo Class
Rhyne, Suzi	Nightingale	Stipend	\$1200	2018-19	Lead Teacher, 6 th Grade
Richardson, Laura	Nightingale	Hourly	\$25	2018-19 8/17-8/29/18	Enrichment, 16.5 hrs wk Dibels, 31.75 hrs
Riede, Kirsten	Shaw	Extra Duty	\$40/hr	8/3/18	Tina Pelletier Workshop, 5 hrs
Riezebos, Analise	Shaw	Extra Duty	\$40/hr	8/1/18	CPM Training, 6 hrs
Riezebos, Stacy	Patterson	Stipend Extra Duty	\$1000 40/hr	2018-19 8/1/18	Student Council Advisor CPM Training, 6 hrs
Robertson, Donald	Pine Grove	Stipend	\$1500 \$991	2018-19	Teacher in Charge Track Coach
Rowe, Tiffany	Shaw	Hourly	\$25	2018-19	Enrichment, 14 hrs wk

*To be prorated

<i>NAME</i>	<i>SCHOOL</i>	<i>CLASS/STEP</i>	<i>SALARY</i>	<i>EFFECTIVE DATE</i>	<i>ACTION INFORMATION</i>
Ruth, Amy	Shaw	Extra Duty	\$40/hr	8/4/18	Tina Pelletier Workshop, 5.25 hrs
Saleen, Julie	Patterson	Extra Duty	\$40/hr	8/20/18	IEP Meeting, .5 hr
Salvesen, Kris	Pine Grove	Hourly	\$25	2018-19	Intervention, 20 hrs wk
Sanders, Greg	Lakeview	Extra Duty	\$40/hr	8/30/18	Homework Club, 1 hr
Saylor, Garry	Patterson	Extra Duty	\$40/hr	8/2/18	Tina Pelletier Workshop, 5 hrs
Saylor, Jennifer	Nightingale	Extra Duty	\$40/hr	8/2/18	Tina Pelletier Workshop, 5 hrs
Schmid, Renee	Nightingale	Stipend	\$1200	2018-19	Lead Teacher, 4 th Grade
Schnorf, Barbara	Pine Grove	Stipend	\$1200	2018-19	Lead Teacher, 3 rd Grade
Segura, Monique	Shaw	Extra Duty	\$40/hr	8/2/18	Tina Pelletier Workshop, 5 hrs
Severance, Bob	Shaw	Hourly	\$25	8/16-8/17/18 8/22/18	Construction Security, 8 hrs Enrichment, 1.5 hrs
Shannon, Joanne	Dunlap	Stipend Extra Duty	\$1200 \$40/hr	2018-19 7/30-8/1/18	Lead Teacher, 6 th Grade CPM Training, 15 hrs
Shuffield, Jamie	District	Hourly	\$25	8/20-8/24/18	Dibles, 27.25 hrs
Silva, Julie	Pine Grove	Stipend Extra Duty	\$1200 \$40/hr	2018-19 8/2/18	Lead Teacher, 1 st Grade Tina Pelletier Workshop, 5 hrs
Slovak, Julie	Pine Grove	Extra Duty	\$40/hr	8/2/18	Tina Pelletier Workshop, 5 hrs
Soriano, Yvette	Patterson	Stipend	\$1200	2018-19	Lead Teacher, Kinder
Stapp, Haylee	Patterson	IV-3 Extra Duty	\$54,065 \$47.10/hr	2018-19 8/20-8/31/18	Completed units for movement IEP Meetings, 2 hrs
Stein, Megan	Nightingale	V-5	\$60,493	2018-19	Completed units for movement
Sternjacob, Zachary	Orcutt	III-1 Extra Duty	\$48,325* \$40/hr	2018-19 8/30/18	Correction to placement Worked Prep, 3 hrs
Sullivan, Katherine	District	Hourly	\$25	8/17-8/24/18	Dibels 33.5 hrs
Taira, Myrna	Nightingale	Extra Duty	\$40/hr	8/2/18	Tina Pelletier Workshop, 2 hrs
Taubenheim, Michael	Orcutt	Extra Duty	\$40/hr	8/30/18	Detention, 1 hr
Trenev, Valerie	Shaw	Extra Duty	\$1000	2018-19	Combo Class
Turner, Kathryn	District	Hourly	\$25	8/20-8/23/18	ELPAC Proctor, 6.25 hrs
Tymn, Elizabeth	Pine Grove	Stipend Extra Duty	\$1200 \$40/hr	2018-19 8/2/18	Lead Teacher, Kinder Tina Pelletier Workshop, 5 hrs
VanAllen, William	Lakeview	Extra Duty	\$40/hr	8/30/18	Detention, 1 hr
Vidal, Jerred	Lakeview	Extra Duty	\$40/hr	8/29/18	Homework Club, 1 hr
Villasenor, Jessica	Olga Reed	Extra Duty	\$40/hr	8/2/18	Tina Pelletier Workshop, 5 hrs
Westhoff, Kazan	Nightingale	Stipend	\$1200	2018-19	Lead Teacher, Special Education
Whitehair, Steven	Patterson	Stipend Extra Duty	\$1200 \$47.10/hr	2018-19 8/28/18	Lead Teacher, Special Education IEP Meeting, 1 hr
Whitted, Dana	Olga Reed	Hourly	\$25	8/27-8/31/18	Intervention, 19 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>
Widle, Tiffany	Nightingale	Extra Duty	\$40/hr	8/2/18	Tina Pelletier Workshop, 5 hrs
Wilkanoski, Lisa	Olga Reed	Extra Duty	\$40/hr	8/2/18	Tina Pelletier Workshop, 7 hrs
Winkelpleck, Dustin	Patterson	Extra Duty	\$40/hr	8/30/18	IEP Meeting, .5 hr
Winters, Gabrielle	Dunlap	II-1 Extra Duty	\$46,143 \$40/hr	2018-19 8/20-8/21/18	Completed units for movement SPED Training, 4.5 hrs
Yamaichi, Anna	Olga Reed	Hourly	\$25	8/27-8/31/18 8/22-8/31/18 8/20-8/24/18	Support Teacher, 21 hrs Enrichment, 3 hrs Dibels, 19.5 hrs
Yamamoto, Alana	Dunlap	Stipend Extra Duty	\$1200 \$47.10/hr	2018-19 8/23-8/28/18	Lead Teacher, Special Education IEP Meetings, 2 hrs
York, Sarah	District	Hourly	\$25	8/17-8/24/18	Dibels, 31 hrs
Zimmerman, Lauren	Dunlap	Stipend	\$1200	2018-19	Lead Teacher, 3 rd Grade
Zimmerman, Liz	Pine Grove	Stipend	\$1200	2018-19	Lead Teacher, 5 th Grade

*To be prorated

ORCUTT UNION SCHOOL DISTRICT

TO: Dr. Deborah Blow
District Superintendent

FROM: Susan Salucci
Assistant Superintendent of Human Resources

DATE: October 12, 2018

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

Alice Shaw:

Emily Ginter Track

Patterson:

Beth Karamitsos Track (shared)

Pine Grove:

Don Robertson Track

Volunteer Coaches:

Lakeview:

John Wells Boy's 7th grade Basketball

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

Warrants

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

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

**ORCUTT UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
REGULAR MEETING MINUTES
September 12, 2018**

CALL TO ORDER

A regular meeting of the Board of Trustees of the Orcutt Union School District was held on Wednesday, September 12 2018, beginning with Dr. Peterson calling Public Session to order at 6:45 p.m. The Pledge of Allegiance was led by Dr. Holly Edds. Members Present: Buchanan, Peterson, Hatch, Phillips, and Morinini. Administrators Present: Blow, Salucci, Edds, Con, and Fell. It was moved by Liz Phillips seconded by Bob Hatch and carried to adjourn to Closed Session at 6:46 p.m. Ayes: Buchanan, Peterson, Hatch, Phillips and Morinini.

RECONVENE TO PUBLIC SESSION

The meeting reconvened to Public Session at 7:15 p.m. Dr. Peterson reported that by a vote of 5-0, the Board approved settlement of a special education dispute in the matter of Student V. School District, OAH No. 2018071119. It was moved by Liz Phillips, seconded by Lisa Morinini and carried to adopt the September 12, 2018, agenda as presented. Ayes: Buchanan, Peterson, Hatch, Phillips, and Morinini.

SUPERINTENDENT'S REPORT

Eric Melsheimer, President of OCAF gave an update on the OCAF Membership Drive, Chalk Festival and Board Development. Jenee Severance gave an update on what's going on at Alice Shaw. Ms. Severance introduced Analise Riezbos, 6th grade teacher and her student, Hannah Palin.

PUBLIC COMMENT

Scott Gelotti gave an OEA update

Written Communication

The District received correspondence from the California Department of Education stating that the CDE approving the Request for Allowance of Attendance Due to Emergency Conditions on December 11, 2017. Dr. Blow received an email from Susan Salcido, Santa Barbara County Superintendent, informing the district that revisions to the district LCAP were approved.

CONSENT AGENDA ITEMS

- A. Classified Personnel Action Report
- B. Certificated Personnel Action Report
- C. Approval of Warrants
- D. Minutes, Board Meeting, August 8, 2018
- E. Minutes, Special Board Meeting, August 27, 2018
- F. Hiring of Coaches for 2018-2019
- G. Board Policy 5111, Admission, for second reading
- H. Board Policy 5112.5, Open/Closed Campus, for second reading
- I. Board Policy 5125, Student Records, for second reading
- J. Board Policy 5131.2, Bullying, for second reading
- K. Board Policy 5145.3, Nondiscrimination/Harassment, for second reading
- L. Board Policy 5145.9, Hate Motivated Behavior, for second reading
- M. Board Policy 6116, Classroom Interruptions, for second reading
- N. Board Policy 6174, Education for English Learners, for second reading

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

ACTION AGENDA ITEMS

Acceptance of Gifts:

It was moved by Liz Phillips, seconded by Lisa Morinini, and carried to approve Olga Reed's \$625 cash donation and Lakeview's \$100 cash donation, and that a letter of acceptance and appreciation be forwarded to Greg and Daisy Ryan and Danny and Jana Takaoka. Ayes: Buchanan, Peterson, Hatch, Phillips and Morinini.

Board Policy 0410, Nondiscrimination in District Programs and Activities

It was moved by Liz Phillips, seconded by Lisa Morinini and carried to approve Board Policy 0410, Nondiscrimination in District Programs and Activities for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Buchanan, Hatch, Peterson, Phillips, and Morinini.

Board Policy 0420.41 E, Charter School Oversight

It was moved by Liz Phillips, seconded by Lisa Morinini and carried to approve Board Policy 0420.41 E, Charter School Oversight for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Buchanan, Hatch, Peterson, Phillips, and Morinini.

Board Policy 2210, Administrative Discretion Regarding Board Policy

It was moved by Lisa Morinini, seconded by Bob Hatch and carried to approve Board Policy 2210, Administrative Discretion Regarding Board Policy for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Buchanan, Hatch, Peterson, Phillips, and Morinini.

Board Bylaw 9310, Board Bylaws

It was moved by Liz Phillips, seconded by Bob Hatch and carried to approve Board Bylaw 9310, Board Bylaws for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Buchanan, Hatch, Peterson, Phillips, and Morinini.

Orcutt Union School District Governance Handbook

It was moved by Bob Hatch, seconded by Lisa Morinini and carried to approve the Orcutt Union School District Governance Handbook, as submitted. Ayes: Buchanan, Hatch, Peterson, Phillips, and Morinini.

Approval for Pine Grove School Overnight Field Trip to Santa Barbara Maritime Museum

It was moved by Rob Buchanan, seconded by Bob Hatch and carried to approve the Pine Grove School fourth grade Overnight Field Trip to the Santa Barbara Maritime Museum, October 1-3, 2018. Ayes: Buchanan, Hatch, Peterson, Phillips, and Morinini.

Approval for Olga Reed School Overnight Field Trip to Santa Barbara Maritime Museum

It was moved by Rob Buchanan, seconded by Bob Hatch carried to approve the Olga Reed School fourth grade Overnight Field Trip to Santa Barbara Maritime Museum, October 4-5, 2018. Ayes: Buchanan, Hatch, Peterson, Phillips, and Morinini.

Approval for Olga Reed School Sixth Grade Trip to Catalina Island Marine Institute

It was moved by Bob Hatch, seconded by Lisa Morinini and carried to approve the Olga Reed School sixth grade Overnight Field Trip to Catalina Island Marine Institute, October 3-5, 2018. Ayes: Buchanan, Hatch, Peterson, Phillips, and Morinini.

Authorized Signatures, District Personnel Approved by the Superintendent for Release of Commercial and Payroll Warrants

It was moved by Bob Hatch, seconded by Liz Phillips and carried to approve the Authorized Signatures, District Personnel Approved by the Superintendent for Release of Commercial and Payroll Warrants. Ayes: Buchanan, Hatch, Peterson, Phillips, and Morinini.

2017-2018 Unaudited Actuals

It was moved by Liz Phillips, seconded by Bob Hatch and carried to approve the 2017-2018 Unaudited Actuals, as submitted. Ayes: Buchanan, Hatch, Peterson, Phillips and Morinini.

Gann Limit, Resolution No. 1

It was moved by Bob Hatch, seconded by Lisa Morinini and carried to approve Gann Limit, Resolution No. 1, as submitted. Ayes: Buchanan, Hatch, Peterson, Phillips and Morinini.

Board Policy 3516, Emergencies and Disaster Preparedness Plan

It was moved by Liz Phillips, seconded by Lisa Morinini and carried to approve Board Policy 3516, Emergencies and Disaster Preparedness Plan for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Buchanan, Hatch, Peterson, Phillips, and Morinini.

Board Policy 3514, Environmental Safety

It was moved by Liz Phillips, seconded by Lisa Morinini and carried to approve Board Policy 3514, Environmental Substances for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Buchanan, Hatch, Peterson, Phillips, and Morinini.

Board Policy 3514.1, Hazardous Substances

It was moved by Liz Phillips, seconded by Lisa Morinini and carried to approve Board Policy 3514.1, Hazardous Substances for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Buchanan, Hatch, Peterson, Phillips, and Morinini.

Resolution No. 3 California Energy Commission School Bus Replacement Program

It was moved by Bob Hatch, seconded by Lisa Morinini, and carried to approve Resolution No. 3 California Energy Commission School Bus Replacement Program, a submitted. Ayes: Buchanan, Peterson, Hatch, Phillips, and Morinini.

Public Hearing – Instructional Materials/Textbook Sufficiency

Public Hearing was opened for Instructional Materials/Textbook Sufficiency. No public comment. Public Hearing was closed.

2018-2019 Resolution No. 2 Sufficiency of Instructional Materials

It was moved by Lisa Morinini, seconded by Bob Hatch, and carried to approve Resolution No. 2 Sufficiency of Instructional Materials, as submitted. Ayes: Buchanan, Peterson, Hatch, Phillips and Morinini.

Disposal of Obsolete Textbooks and Library Books

It was moved by Liz Phillips, seconded by Lisa Morinini and carried to approve the Disposal of Obsolete Textbooks and Library Books, as submitted. Ayes: Buchanan, Peterson, Hatch, Phillips and Morinini.

Board Policy 5145.13, Response to Immigration Enforcement

Board Policy 5145.13 was heard as a second reading. At the August 8, 2018, the Board requested legal clarification, which was made to the Board at the September 12, 2018 board meeting. It was moved by Rob Buchanan, seconded by Bob Hatch and carried to approve Board Policy 5145.13, Response to Immigration Enforcement. Ayes: Buchanan, Hatch, Peterson, Phillips, and Morinini.

Students Leading Education Program

It was moved by Lisa Morinini, seconded by Liz Phillips and carried to approve the Students Leading Education Program, as submitted. Ayes: Buchanan, Peterson, Hatch, Phillips and Morinini.

ITEMS FROM THE BOARD

None

GENERAL ANNOUNCEMENTS

Unless otherwise noticed, the next regular board meeting is scheduled for Wednesday, October 10, 2018, with Closed Session beginning at 6:45 p.m. followed by Public Session at 7:15 p.m. in the District Office Board Room, 500 Dyer Street, Orcutt, CA.

ADJOURN

It was moved by Liz Phillips, seconded by Lisa Morinini and carried to adjourn the meeting at 8:12 p.m.

Deborah L. Blow, Ed.D. Board Secretary

Lisa Morinini, Clerk, Board of Trustees

**ORCUTT UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
SPECIAL BOARD MEETING
Board Candidate Orientation
September 25, 2018**

CALL TO ORDER

A special meeting of the Board of Trustees of the Orcutt Union School District was held on Tuesday, September 25, 2018, beginning with Dr. Peterson calling Public Session to order at 6:00 p.m. Bob Hatch led the Pledge of Allegiance. Members Present: Peterson, Buchanan, Hatch, Phillips and Morinini. Administrators Present: Blow, Salucci, Fell, Knight and Bertoldi. Absent: Con and Edds. It was moved by Lisa Morinini and seconded by Bob Hatch and carried to adopt the September 25, 2018 agenda, as presented. Ayes: Peterson, Buchanan, Hatch, Phillips and Morinini.

PUBLIC COMMENT

There was no public comment.

ACTION AGENDA ITEMS

Board Candidate Orientation

Dr. Blow, and the Board of Trustees welcomed the five Board Candidates. Information was given to the Candidates and discussion was held with the Board, Superintendent and Cabinet Members.

ADJOURN

It was moved by Bob Hatch, seconded by Liz Phillips to adjourn the meeting at 8:0 PM.

Deborah Blow, Ed.D., Board Secretary

Lisa Morinini, Clerk, Board of Trustees

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into on May 15, 2018, by and between the Orcutt Union School District, hereinafter referred to as District, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

In consideration of the promises and the mutual agreements hereinafter contained, District and Attorney agree as follows:

SCOPE OF SERVICES. District appoints Attorney to represent, advise, and counsel it from July 1, 2018, through and including June 30, 2019, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of Board action approving this Agreement are hereby ratified by said Board approval. Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

CLIENT DUTIES. District shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, perform the obligations it has agreed to perform under this Agreement and pay Attorney bills in a timely manner.

FEES AND BILLING PRACTICES. Except as hereinafter provided, District agrees to pay Attorney two hundred twenty-five dollars (\$225) to three hundred thirty-five dollars (\$335) per hour for shareholders, special counsel and of counsel; one hundred eighty-five dollars (\$185) to two hundred thirty-five dollars (\$235) per hour for associates; and one hundred thirty dollars (\$130) to one hundred fifty dollars (\$150) per hour for paralegals and law clerks. The rate for Gregory J. Dannis will be three hundred sixty-five dollars (\$365) per hour. Rates for individual attorneys may vary within the above ranges depending on the level of experience and qualifications and the nature of the legal services provided. Substantive communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of one-tenth (.1) of an hour, except for the first such advice in any business day, which is charged in a minimum of three-tenths (.3) of an hour. In the course of travel it may be necessary for Attorney to work for and bill other clients while in transit. If, during the course of representation of District, an insurance or other entity assumes responsibility for payment of all or partial fees of Attorney on a particular case or matter, District shall remain responsible for the difference between fees paid by the other entity and Attorney's hourly rates as specified in this Agreement unless otherwise agreed by the parties.

Agreements for legal fees at other than the hourly rate set forth above may be made by mutual agreement for special projects or particular scopes of work.

OTHER CHARGES. District further agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying costs, express postage, and facsimile transmittals. District agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of District or emergency conditions which occasionally arise.

District further agrees to pay third parties, directly or indirectly through Attorney, for major costs and expenses including, but not limited to, costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, arbitrators' fees, court reporters' fees, jury fees, witness fees, investigation expenses, consultants' fees, and expert witness fees. Upon mutual consent of District and Attorney, District may either advance or reimburse Attorney for such costs and expenses.

Occasionally Attorney may provide District officials and/or employees with food or meals at Attorney-sponsored trainings or when working with District officials and/or employees. Attorney may provide such food or meals without additional charge in exchange for the consideration provided by the District under this Agreement.

BILLING STATEMENT. Attorney shall send District a statement for fees and costs incurred every calendar month. Attorney's statements shall clearly state the basis thereof, including the amount, rate and basis for calculations or other methods of determination of Attorney's fees. District shall pay Attorney's statements within thirty (30) days after each statement's date. Upon District office's request for additional statement information, Attorney shall provide a bill to District no later than ten (10) days following the request. District is entitled to make subsequent requests for bills at intervals of no less than thirty (30) days following the initial request.


INDEPENDENT CONTRACTOR. It is expressly understood and agreed to by both parties that Attorney, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

CONFLICT OF INTEREST. Because Attorney represents many school and community college districts, county offices of education, joint powers authorities, SELPAs and other educational entities, conflicts of interest may arise in the course of Attorney's representation. If Attorney becomes aware of any potential or actual conflicts of interest, Attorney will inform the District of the conflict and comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to District. If District has any question about whether Attorney has a conflict of interest in its representation of District in any matter, it may contact Attorney or other legal counsel for clarification.

TERMINATION OF CONTRACT. District or Attorney may terminate this Agreement by giving thirty (30) days written notice of termination to the other party.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.

ORCUTT UNION SCHOOL DISTRICT



Deborah Blow, Ed.D.
Superintendent




Date

DANNIS WOLIVER KELLEY



Christian M. Keiner
Attorney at Law



Date

At its public meeting of _____, 2018, the Board approved this Agreement and authorized the Board President, Superintendent or Designee to execute this Agreement.

Quarterly Report
on
Williams/Valenzuela Uniform Complaints
[Education Code § 35186]

District: _____

Name of person completing this form: _____

Title of person completing this form: _____

Please provide the date when this information will be reported publicly at the district governing board meeting:

Quarterly report submission date (check one):

April (Jan.—March)

July (April—June)

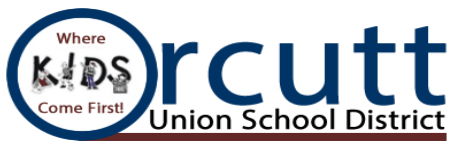
October (July—Sept.)

January (Oct.—Dec.)

General Subject Area	Total no. of complaints	No. of complaints resolved	No. of complaints unresolved
Textbooks and instructional materials			
Teacher vacancy or misassignment			
Facilities conditions			
<i>Valenzuela</i> /CAHSEE intensive instruction and services			
TOTALS			

Signature of district superintendent

Date



Where a Dedicated Staff Means
KIDS COME FIRST

BOARD OF TRUSTEES

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

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

TO: Board of Trustees

FROM: Deborah Blow, Ed.D.
Superintendent

BOARD MEETING DATE: October 10, 2018

BOARD AGENDA ITEM: Board Policy 0415, Equity

BACKGROUND: New policy addresses the district's recognition and response to the unique barriers facing historically underserved and underrepresented student populations. Policy expresses the district's intent to proactively identify class and cultural biases as well as practices that impede equal access to opportunities for all students. Policy also presents examples of strategies to promote equity in district programs and activities.

RECOMMENDATION: It is recommended that the Board of Trustees approve the new Board Policy 0415, Equity, as submitted.

FUNDING: N/A

Equity

BP 0415(a)

Philosophy, Goals, Objectives and Comprehensive Plans

The Governing Board believes that the diversity that exists among the district's community of students, staff, parents/guardians, and community members is integral to the district's vision, mission, and goals. Addressing the needs of the most marginalized learners requires recognition of the inherent value of diversity and acknowledgement that educational excellence requires a commitment to equity in the opportunities provided to students and the resulting outcomes.

(cf. 0000 - Vision)

(cf. 0100 - Philosophy)

(cf. 0200 - Goals for the School District)

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

(cf. 5145.3 - Nondiscrimination/Harassment)

In order to eradicate institutional bias of any kind, including implicit or unintentional biases and prejudices that affect student achievement, and to eliminate disparities in educational outcomes for students from historically underserved and underrepresented populations, the district shall proactively identify class and cultural biases as well as practices, policies, and institutional barriers that negatively influence student learning, perpetuate achievement gaps, and impede equal access to opportunities for all students.

The Board shall make decisions with a deliberate awareness of impediments to learning faced by students of color and/or diverse cultural, linguistic, or socio-economic backgrounds. To ensure that equity is the intentional result of district decisions, the Board shall consider whether its decisions address the needs of students from racial, ethnic, and indigent communities and remedy the inequities that such communities experienced in the context of a history of exclusion, discrimination, and segregation. Board decisions shall not rely on biased or stereotypical assumptions about any particular group of students.

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6174 - Education for English Learners)

(cf. 6175 - Migrant Education Program)

(cf. 9000 - Role of the Board)

(cf. 9310 - Board Policies)

The Board and the Superintendent or designee shall develop and implement policies and strategies to promote equity in district programs and activities, through measures such as the following:

1. Routinely assessing student needs based on data disaggregated by race, ethnicity, and socio-economic and cultural backgrounds in order to enable equity-focused policy, planning, and resource development decisions

Equity

Philosophy, Goals, Objectives and Comprehensive Plans

BP 0415(b)

(cf. 0400 - Comprehensive Plans)
(cf. 0460 - Local Control and Accountability Plan)
(cf. 6162.5 - Student Assessment)

2. Analyzing expenditures and allocating financial and human resources in a manner that provides all students with equitable access to district programs, support services, and opportunities for success and promotes equity and inclusion in the district. Such resources include access to high-quality administrators, teachers, and other school personnel; funding; technology, equipment, textbooks, and other instructional materials; facilities; and community resources or partnerships.

(cf. 0440 - District Technology Plan)
(cf. 3100 - Budget)
(cf. 4113 - Assignment)
(cf. 7110 - Facilities Master Plan)

3. Enabling and encouraging students to enroll in, participate in, and complete curricular and extracurricular courses, advanced college preparation programs, and other student activities

(cf. 6141.4 - International Baccalaureate Program)
(cf. 6141.5 - Advanced Placement)
(cf. 6143 - Courses of Study)
(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6152.1 - Placement in Mathematics Courses)

4. Building a positive school climate that promotes student engagement, safety, and academic and other supports for students

(cf. 5137 - Positive School Climate)

5. Adopting curriculum and instructional materials that accurately reflect the diversity among student groups

(cf. 6141 - Curriculum Development and Evaluation)
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

6. Providing and/or collaborating with local agencies and community groups to ensure the availability of necessary support services for students in need

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 6164.2 - Guidance/Counseling Services)
(cf. 6164.5 - Student Success Teams)
(cf. 6179 - Supplemental Instruction)

Philosophy, Goals, Objectives and Comprehensive Plans

BP 0415(c)

7. Promoting the employment and retention of a diverse staff that reflects the student demographics of the community

8. Providing district staff with ongoing, researched-based, professional learning and professional development on culturally responsive instructional practices

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

9. Conducting program evaluations that focus on equity and address the academic outcomes and performance of all students on all indicators

(cf. 0500 - Accountability)

The Board shall regularly monitor the intent and impact of district policies and decisions in order to safeguard against disproportionate or unintentional impact on access to district programs and achievement goals for specific student populations in need of services.

Legal Reference:

EDUCATION CODE

200-262.4 Educational equity

52077 Local control and accountability plan

60040 Selection of instructional materials

GOVERNMENT CODE

11000 Definitions

11135 Nondiscrimination in programs or activities funded by state

PENAL CODE

422.55 Definition of hate crime

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities in Education Act

1681-1688 Discrimination based on sex or blindness, Title IX

2301-2415 Carl D. Perkins Vocational and Applied Technology Act

6311 State plans

6312 Local education agency plans

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

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

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

2000h-2000h-6 Title IX

Philosophy, Goals, Objectives and Comprehensive Plans

BP 0415(d)

12101-12213 Americans with Disabilities Act
CODE OF FEDERAL REGULATIONS, TITLE 28
35.101-35.190 Americans with Disabilities Act
36.303 Auxiliary aids and services
CODE OF FEDERAL REGULATIONS, TITLE 34
100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI
104.1-104.39 Section 504 of the Rehabilitation Act of 1973
106.1-106.61 Discrimination on the basis of sex, effectuating Title IX

Management Resources:

CSBA PUBLICATIONS

Meeting California's Challenge: Access, Opportunity, and Achievement: Key Ingredients for Student Success, 2017

The School Board Role in Creating the Conditions for Student Achievement, 2017

African-American Students in Focus: Closing Opportunity and Achievement Gaps for African-American Students, 2016

African-American Students in Focus: Demographics and Achievement of California's African-American Students, 2016

Latino Students in California's K-12 Public Schools, 2016

Research-Supported Strategies to Improve the Accuracy and Fairness of Grades, 2016

Climate for Achievement Governance Brief Series, 2015

Math Misplacement, 2015

CENTER FOR URBAN EDUCATION PUBLICATIONS

Protocol for Assessing Equity-Mindedness in State Policy, 2017

WEB SITES

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

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

Center for Urban Education: <http://cue.usc.edu>

Safe Schools Coalition: <http://www.casafeschools.org>

Policy Adopted: 10/10/18

ORCUTT UNION SCHOOL DISTRICT
Orcutt, CA



ORCUTT UNION SCHOOL DISTRICT

REQUEST FOR ACCEPTANCE OF GIFT


SCHOOL: _____ **Date:** _____

DONOR: Name: _____
Address: _____
Phone No. _____

GIFT: Item Donated _____ or Cash Donation \$ _____
(Fill in if money is donated)
Designated for: _____
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? _____

Acceptance Requested By (OUSD Staff Member): _____
Acceptance Approved By (Administrator):  _____
RECOMMENDATIONS: Principal or District Representative _____

BOARD ACTION: Date Accepted: _____ Date Denied: _____

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



ORCUTT UNION SCHOOL DISTRICT

REQUEST FOR ACCEPTANCE OF GIFT

SCHOOL: Lakeview Junior High School

Date: 9/21/18

DONOR: Name: Jason and AnnMurie Torrez

Address: 131 Townsend Lane, Santa Maria CA 93455

Phone No. (805) 924-8468

GIFT: Item Donated _____ or Cash Donation \$100

(Fill in if money is donated)

Designated for: Science Department

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? Yes No
If yes, what type? _____

Acceptance Requested By (OUSD Staff Member): _____

Acceptance Approved By (Administrator): 

RECOMMENDATIONS: Principal or District Representative A kind thank-you note for the
generous donation

BOARD ACTION: Date Accepted: _____

Date Denied: _____

Please submit request to the Superintendent's Office.

(If denied, explanation is on reverse side of this form.)



ORCUTT UNION SCHOOL DISTRICT
REQUEST FOR ACCEPTANCE OF GIFT

SCHOOL: Olga Reed School

Date: 9/25/18

DONOR: Name: Alison Wrigley Rusack and Geoffery Claflin Rusack

Address: 1825 Ballard Canyon Road, Solvang, CA 93463

Phone No. 805-688-1278

GIFT: Item Donated or Cash Donation \$ 500.00

(Fill in if money is donated)

Designated for: Catalina Science Camp filed trip travel expenses

General Description: Cash donation

Model No.: Condition: [X] New [X] Used

Value (estimated):

Purpose of Gift:

Will gift be purchased through Business Services Office? [] Yes [X] No

Donor Conditions of Acceptance:

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

A. Will gift require installation? [] Yes [X] No

B. What type of installation is required?

C. Will donor pay installation costs? [] Yes [] No

D. Will there be operating costs? [] Yes [] No
If yes, what type?

Acceptance Requested By (OUSD Staff Member): Kathleen Stevenson

Acceptance Approved By (Administrator):

RECOMMENDATIONS: Principal or District Representative

BOARD ACTION: Date Accepted:

Date Denied:


Please submit request to the Superintendent's Office.

(If denied, explanation is on reverse side of this form.)



BUSINESS SERVICES MEMORANDUM

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

FROM: Walter Con 
Assistant Superintendent, Business Services

BOARD MEETING DATE: October 10, 2018

BOARD AGENDA ITEM: AB1200 Public Disclosure of proposed Collective Bargaining Agreement – California School Employees Association and Management.

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

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

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

FUNDING: As presented in the attached AB 1200 Disclosure.

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

Name of School District:	Orcutt Union School District
Name of Bargaining Unit:	CSEA and Management
Certificated, Classified, Other:	Classified and Management

The proposed agreement covers the period beginning: July 1, 2018 and ending: June 30, 2019
 (date) (date)

The Governing Board will act upon this agreement on: October 10, 2018
 (date)

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

A. Proposed Change in Compensation

Bargaining Unit Compensation All Funds - Combined	Annual Cost Prior to Proposed Settlement	Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for multiyear and overlapping agreements only)		
		Year 1 Increase/(Decrease)	Year 2 Increase/(Decrease)	Year 3 Increase/(Decrease)
		2018-19	2019-20	2020-21
1. Salary Schedule Including Step and Column	\$ 9,641,160	\$ 232,322		
		2.41%	0.00%	0.00%
2. Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.		\$ 124,729		
Description of Other Compensation		1.13% off schedule payment		
3. Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 4,029,531	\$ 86,902		
		2.16%	0.00%	0.00%
4. Health/Welfare Plans	\$ -	\$ -	\$ -	\$ -
5. Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5	\$ 13,670,690	\$ 443,953	\$ -	\$ -
		3.25%	0.00%	0.00%
6. Total Number of Bargaining Unit Employees (Use FTEs if appropriate)	199.87			
7. Total Compensation Average Cost per Bargaining Unit Employee	\$ 68,398	\$ 2,221	\$ -	\$ -
		3.25%	0.00%	0.00%

Orcutt Union School District
CSEA and Management

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

2.15% on schedule raise for classified employees and management and a 1.13% off schedule raise for classified employees and management. The 1.13% off schedule will be calculated after the 2.15% increase in the salary schedule.

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

No.

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

None.

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits?

Yes No

If yes, please describe the cap amount.

None.

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

Any required professional development will take place during the regular work day.

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

None.

Orcutt Union School District
CSEA and Management

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

No reopeners. Contract expires on June 30, 2019

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

None.

F. Source of Funding for Proposed Agreement:

1. Current Year

The source of funding is ongoing revenue. To the extent that is not sufficient, we will use fund balance.

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

N/A

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

The source of funding is ongoing revenue.

Orcutt Union School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Bargaining Unit:		Unrestricted General Fund CSEA and Management			
Object Code	Column 1 Latest Board- Approved Budget Before Settlement (As of 07/01/2018)	Column 2 Adjustments as a Result of Settlement (compensation)	Column 3 Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Column 4 Total Revised Budget (Columns 1+2+3)	
REVENUES					
LCFF Revenue	8010-8099	\$ 36,930,513		\$ 36,930,513	
Federal Revenue	8100-8299			\$ -	
Other State Revenue	8300-8599	\$ 2,496,403		\$ 2,496,403	
Other Local Revenue	8600-8799	\$ 1,225,272		\$ 1,225,272	
TOTAL REVENUES		\$ 40,652,188		\$ 40,652,188	
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 17,531,002	\$ 76,869	\$ 17,607,871	
Classified Salaries	2000-2999	\$ 4,984,862	\$ 153,446	\$ 5,138,308	
Employee Benefits	3000-3999	\$ 8,587,362	\$ 55,433	\$ 8,642,795	
Books and Supplies	4000-4999	\$ 2,602,738		\$ 2,602,738	
Services, Other Operating Expenses	5000-5999	\$ 1,763,692		\$ 1,763,692	
Capital Outlay	6000-6999	\$ 259,046		\$ 259,046	
Other Outgo	7100-7299 7400-7499			\$ -	
Indirect/Direct Support Costs	7300-7399	\$ (142,772)		\$ (142,772)	
TOTAL EXPENDITURES		\$ 35,585,930	\$ 285,748	\$ 35,871,678	
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	
Transfers Out and Other Uses	7600-7699	\$ 447,472	\$ 6,155	\$ 453,627	
Contributions	8980-8999	\$ (4,815,869)	\$ (60,356)	\$ (4,876,225)	
OPERATING SURPLUS (DEFICIT)*		\$ (197,083)	\$ (352,259)	\$ (549,342)	
BEGINNING FUND BALANCE					
	9791	\$ 8,040,813		\$ 8,040,813	
Prior-Year Adjustments/Restatements	9793/9795			\$ -	
ENDING FUND BALANCE		\$ 7,843,730	\$ (352,259)	\$ 7,491,471	
COMPONENTS OF ENDING BALANCE:					
Nonspendable Amounts	9711-9719	\$ 30,700	\$ -	\$ 30,700	
Restricted Amounts	9740				
Committed Amounts	9750-9760		\$ -	\$ -	
Assigned Amounts	9780	\$ 6,376,177	\$ (362,827)	\$ 6,013,350	
Reserve for Economic Uncertainties	9789	\$ 1,436,853	\$ 10,568	\$ 1,447,421	
Unassigned/Unappropriated Amount	9790	\$ (0)	\$ -	\$ (0)	

*Net Increase (Decrease) in Fund Balance

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

Orcutt Union School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Bargaining Unit:		Restricted General Fund CSEA and Management			
		Column 1	Column 2	Column 3	Column 4
Object Code		Latest Board- Approved Budget Before Settlement (As of 07/01/2018)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	\$ 1,056,302		\$ -	\$ 1,056,302
Federal Revenue	8100-8299	\$ 1,807,844		\$ -	\$ 1,807,844
Other State Revenue	8300-8599	\$ 2,134,783		\$ -	\$ 2,134,783
Other Local Revenue	8600-8799	\$ 1,819,280		\$ -	\$ 1,819,280
TOTAL REVENUES		\$ 6,818,208		\$ -	\$ 6,818,208
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 3,289,811	\$ -	\$ -	\$ 3,289,811
Classified Salaries	2000-2999	\$ 1,924,532	\$ 47,625	\$ -	\$ 1,972,157
Employee Benefits	3000-3999	\$ 3,376,742	\$ 12,731	\$ -	\$ 3,389,473
Books and Supplies	4000-4999	\$ 481,250		\$ -	\$ 481,250
Services, Other Operating Expenses	5000-5999	\$ 1,083,121			\$ 1,083,121
Capital Outlay	6000-6999	\$ -		\$ -	\$ -
Other Outgo	7100-7299 7400-7499	\$ 1,372,318		\$ -	\$ 1,372,318
Indirect/Direct Support Costs	7300-7399	\$ 37,921		\$ -	\$ 37,921
TOTAL EXPENDITURES		\$ 11,565,695	\$ 60,356	\$ -	\$ 11,626,051
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ 296,000	\$ -	\$ -	\$ 296,000
Contributions	8980-8999	\$ 4,815,869	\$ 60,356	\$ -	\$ 4,876,225
OPERATING SURPLUS (DEFICIT)*		\$ (227,617)	\$ -	\$ -	\$ (227,617)
BEGINNING FUND BALANCE					
Prior-Year Adjustments/Restatements	9791 9793/9795	\$ 502,977			\$ 502,977
		\$ -			\$ -
ENDING FUND BALANCE		\$ 275,360	\$ -	\$ -	\$ 275,360
COMPONENTS OF ENDING BALANCE:					
Nonspendable Amounts	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts	9740	\$ 275,360	\$ -	\$ -	\$ 275,360
Committed Amounts	9750-9760				
Assigned Amounts	9780				
Reserve for Economic Uncertainties	9789		\$ -		\$ -
Unassigned/Unappropriated Amount	9790	\$ (0)	\$ -	\$ -	\$ (0)

*Net Increase (Decrease) in Fund Balance

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

Orcutt Union School District

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

Bargaining Unit:

Object Code		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (As of 07/01/2018)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	\$ 37,986,815		\$ -	\$ 37,986,815
Federal Revenue	8100-8299	\$ 1,807,844		\$ -	\$ 1,807,844
Other State Revenue	8300-8599	\$ 4,631,185		\$ -	\$ 4,631,185
Other Local Revenue	8600-8799	\$ 3,044,552		\$ -	\$ 3,044,552
TOTAL REVENUES		\$ 47,470,396		\$ -	\$ 47,470,396
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 20,820,813	\$ 76,869	\$ -	\$ 20,897,682
Classified Salaries	2000-2999	\$ 6,909,394	\$ 201,071	\$ -	\$ 7,110,465
Employee Benefits	3000-3999	\$ 11,964,104	\$ 68,164	\$ -	\$ 12,032,268
Books and Supplies	4000-4999	\$ 3,083,988		\$ -	\$ 3,083,988
Services, Other Operating Expenses	5000-5999	\$ 2,846,812		\$ -	\$ 2,846,812
Capital Outlay	6000-6999	\$ 259,046		\$ -	\$ 259,046
Other Outgo	7100-7299 7400-7499	\$ 1,372,318		\$ -	\$ 1,372,318
Indirect/Direct Support Costs	7300-7399	\$ (104,851)		\$ -	\$ (104,851)
TOTAL EXPENDITURES		\$ 47,151,625	\$ 346,104	\$ -	\$ 47,497,729
OTHER FINANCING SOURCES/USES					
Transfer In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ 743,472	\$ 6,155	\$ -	\$ 749,627
Contributions	8980-8999	\$ (0)	\$ -	\$ -	\$ (0)
OPERATING SURPLUS (DEFICIT)*		\$ (424,700)	\$ (352,259)	\$ -	\$ (776,959)
BEGINNING FUND BALANCE					
Prior-Year Adjustments/Restatements	9791 9793/9795	\$ 8,543,790			\$ 8,543,790
		\$ -			\$ -
ENDING FUND BALANCE		\$ 8,119,090	\$ (352,259)	\$ -	\$ 7,766,831
COMPONENTS OF ENDING BALANCE:					
Nonspendable Amounts	9711-9719	\$ 30,700	\$ -	\$ -	\$ 30,700
Restricted Amounts	9740	\$ 275,360	\$ -	\$ -	\$ 275,360
Committed Amounts	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts	9780	\$ 6,376,177	\$ (362,827)	\$ -	\$ 6,013,350
Reserve for Economic Uncertainties	9789	\$ 1,436,853	\$ 10,568	\$ -	\$ 1,447,421
Unassigned/Unappropriated Amount	9790	\$ (1)	\$ -	\$ -	\$ (1)

*Net Increase (Decrease) in Fund Balance

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

Orcutt Union School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 11 - Adult Education Fund

Bargaining Unit:

CSEA and Management

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

*Net Increase (Decrease) in Fund Balance

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

Orcutt Union School District

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

Bargaining Unit:

CSEA and Management

Object Code		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (As of 07/01/2018)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES					
Federal Revenue	8100-8299	\$ -		\$ -	\$ -
Other State Revenue	8300-8599	\$ 207,527		\$ -	\$ 207,527
Other Local Revenue	8600-8799	\$ 100		\$ -	\$ 100
TOTAL REVENUES		\$ 207,627		\$ -	\$ 207,627
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 3,528	\$ -	\$ -	\$ 3,528
Classified Salaries	2000-2999	\$ 138,481	\$ 4,857	\$ -	\$ 143,338
Employee Benefits	3000-3999	\$ 61,778	\$ 1,298	\$ -	\$ 63,076
Books and Supplies	4000-4999	\$ 6,225		\$ -	\$ 6,225
Services, Other Operating Expenses	5000-5999	\$ 1,778		\$ -	\$ 1,778
Capital Outlay	6000-6999	\$ -		\$ -	\$ -
Other Outgo	7100-7299	\$ 8,310		\$ -	\$ 8,310
	7400-7499				
Indirect/Direct Support Costs	7300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES		\$ 220,099	\$ 6,155	\$ -	\$ 226,254
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ 12,472	\$ 6,155	\$ -	\$ 18,627
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ 0	\$ -	\$ -	\$ 0
BEGINNING FUND BALANCE					
	9791	\$ -			\$ -
Prior-Year Adjustments/Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 0	\$ -	\$ -	\$ 0
COMPONENTS OF ENDING BALANCE:					
Nonspendable Amounts	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts	9740	\$ -	\$ -	\$ -	\$ -
Committed Amounts	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts	9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ 0	\$ -	\$ -	\$ 0

*Net Increase (Decrease) in Fund Balance

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

Orcutt Union School District

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

Bargaining Unit:

CSEA and Management

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 07/01/2018)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue 8010-8099	\$ -		\$ -	\$ -
Federal Revenue 8100-8299	\$ 1,270,000		\$ -	\$ 1,270,000
Other State Revenue 8300-8599	\$ 75,480		\$ -	\$ 75,480
Other Local Revenue 8600-8799	\$ 756,500		\$ -	\$ 756,500
TOTAL REVENUES	\$ 2,101,980		\$ -	\$ 2,101,980
EXPENDITURES				
Certificated Salaries 1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries 2000-2999	\$ 742,709	\$ 23,065	\$ -	\$ 765,774
Employee Benefits 3000-3999	\$ 281,748	\$ 6,166	\$ -	\$ 287,914
Books and Supplies 4000-4999	\$ 1,001,775		\$ -	\$ 1,001,775
Services, Other Operating Expenses 5000-5999	\$ 17,525		\$ -	\$ 17,525
Capital Outlay 6000-6999	\$ 305,000		\$ -	\$ 305,000
Other Outgo 7100-7299 7400-7499	\$ -		\$ -	\$ -
Indirect/Direct Support Costs 7300-7399	\$ 96,541		\$ -	\$ 96,541
TOTAL EXPENDITURES	\$ 2,445,297	\$ 29,231	\$ -	\$ 2,474,528
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (343,317)	\$ (29,231)	\$ -	\$ (372,548)
BEGINNING FUND BALANCE	\$ 1,435,758			\$ 1,435,758
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 1,092,441	\$ (29,231)	\$ -	\$ 1,063,210
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts 9740	\$ -	\$ -	\$ -	\$ -
Committed Amounts 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ 1,092,441	\$ (29,231)	\$ -	\$ 1,063,210

*Net Increase (Decrease) in Fund Balance

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

Orcutt Union School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund: **Fund 09**
 Bargaining Unit: **CSEA and Management**

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 07/01/2018)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
Federal Revenue 8100-8299	\$ 3,145		\$ -	\$ 3,145
Other State Revenue 8300-8599	\$ 7,981,954		\$ -	\$ 7,981,954
Other Local Revenues 8600-8799	\$ 85,685		\$ -	\$ 85,685
TOTAL REVENUES	\$ 8,070,784		\$ -	\$ 8,070,784
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 3,243,909	\$ 30,190	\$ -	\$ 3,274,099
Classified Salaries 2000-2999	\$ 524,127	\$ 21,000	\$ -	\$ 545,127
Employee Benefits 3000-3999	\$ 1,574,989	\$ 11,275	\$ -	\$ 1,586,264
Books and Supplies 4000-4999	\$ 516,461		\$ -	\$ 516,461
Services, Other Operating Expenses 5000-5999	\$ 2,067,846		\$ -	\$ 2,067,846
Capital Outlay 6000-6999	\$ 142,581		\$ -	\$ 142,581
Other Outgo 7100-7299	\$ -		\$ -	\$ -
7400-7499				
Indirect/Direct Support Costs 7300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES	\$ 8,069,912	\$ 62,465	\$ -	\$ 8,132,377
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ 871	\$ (62,465)	\$ -	\$ (61,594)
BEGINNING FUND BALANCE				
9791	\$ 1,295,242			\$ 1,295,242
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 1,296,113	\$ (62,465)	\$ -	\$ 1,233,648
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts 9740	\$ 191,136	\$ -	\$ -	\$ 191,136
Committed Amounts 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ 1,104,977	\$ (62,465)	\$ -	\$ 1,042,512
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

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

Orcutt Union School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund: _____

Bargaining Unit: _____

CSEA and Management

Object Code		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (As of 07/01/2018)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES					
Federal Revenue	8100-8299	\$ -		\$ -	\$ -
Other State Revenue	8300-8599	\$ -		\$ -	\$ -
Other Local Revenue	8600-8799	\$ -		\$ -	\$ -
TOTAL REVENUES		\$ -		\$ -	\$ -
EXPENDITURES					
Certificated Salaries	1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries	2000-2999	\$ -	\$ -	\$ -	\$ -
Employee Benefits	3000-3999	\$ -	\$ -	\$ -	\$ -
Books and Supplies	4000-4999	\$ -		\$ -	\$ -
Services, Other Operating Expenses	5000-5999	\$ -		\$ -	\$ -
Capital Outlay	6000-6999	\$ -		\$ -	\$ -
Other Outgo	7100-7299	\$ -		\$ -	\$ -
	7400-7499	\$ -		\$ -	\$ -
Indirect/Direct Support Costs	7300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES		\$ -	\$ -	\$ -	\$ -
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ -	\$ -	\$ -	\$ -
BEGINNING FUND BALANCE					
	9791	\$ -			\$ -
Prior-Year Adjustments/Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ -	\$ -	\$ -	\$ -
COMPONENTS OF ENDING BALANCE:					
Nonspendable Amounts	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts	9740	\$ -	\$ -	\$ -	\$ -
Committed Amounts	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts	9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

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

Orcutt Union School District
CSEA and Management

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

Page 4a: Unrestricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

Page 4b: Restricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

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

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

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

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

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

Additional Comments:



Orcutt Union School District

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

Bargaining Unit:

CSEA and Management

Object Code	2018-19	2019-20	2020-21
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 36,930,513	\$ 37,890,625	\$ 38,852,585
Federal Revenue 8100-8299	\$ -	\$ -	\$ -
Other State Revenue 8300-8599	\$ 2,496,403	\$ 1,033,118	\$ 1,033,637
Other Local Revenue 8600-8799	\$ 1,225,272	\$ 1,154,719	\$ 1,154,719
TOTAL REVENUES	\$ 40,652,188	\$ 40,078,463	\$ 41,040,941
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 17,607,871	\$ 17,509,882	\$ 17,709,880
Classified Salaries 2000-2999	\$ 5,138,308	\$ 5,107,095	\$ 5,177,277
Employee Benefits 3000-3999	\$ 8,642,795	\$ 9,045,906	\$ 9,414,067
Books and Supplies 4000-4999	\$ 2,602,738	\$ 2,367,282	\$ 1,437,185
Services, Other Operating Expenses 5000-5999	\$ 1,763,692	\$ 1,808,626	\$ 1,871,255
Capital Outlay 6000-6999	\$ 259,046	\$ 3,469	\$ 3,469
Other Outgo 7100-7299 7400-7499	\$ -	\$ -	\$ -
Indirect/Direct Support Costs 7300-7399	\$ (142,772)	\$ (142,772)	\$ (142,772)
Other Adjustments			\$ -
TOTAL EXPENDITURES	\$ 35,871,678	\$ 35,699,489	\$ 35,470,362
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 453,627	\$ 469,845	\$ 493,337
Contributions 8980-8999	\$ (4,876,225)	\$ (5,125,677)	\$ (5,332,676)
OPERATING SURPLUS (DEFICIT)*	\$ (549,342)	\$ (1,216,548)	\$ (255,434)
BEGINNING FUND BALANCE			
9791	\$ 8,040,813	\$ 7,491,471	\$ 6,274,923
Prior-Year Adjustments/Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 7,491,471	\$ 6,274,923	\$ 6,019,489
COMPONENTS OF ENDING BALANCE:			
Nonspendable Amounts 9711-9719	\$ 30,700	\$ 30,700	\$ 30,700
Restricted Amounts 9740			
Committed Amounts 9750-9760	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ 6,013,350	\$ 4,804,817	\$ 4,548,894
Reserve for Economic Uncertainties 9789	\$ 1,447,421	\$ 1,439,406	\$ 1,439,895
Unassigned/Unappropriated Amount 9790	\$ (0)	\$ (0)	\$ (0)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Orcutt Union School District

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Restricted General Fund MYP

Bargaining Unit:

CSEA and Management

Object Code	2018-19	2019-20	2020-21
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 1,056,302	\$ 1,056,302	\$ 1,056,302
Federal Revenue 8100-8299	\$ 1,807,844	\$ 1,734,762	\$ 1,734,762
Other State Revenue 8300-8599	\$ 2,134,783	\$ 2,109,276	\$ 2,119,735
Other Local Revenue 8600-8799	\$ 1,819,280	\$ 1,794,280	\$ 1,794,280
TOTAL REVENUES	\$ 6,818,208	\$ 6,694,620	\$ 6,705,079
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 3,289,811	\$ 3,316,490	\$ 3,376,103
Classified Salaries 2000-2999	\$ 1,972,157	\$ 1,981,969	\$ 1,995,231
Employee Benefits 3000-3999	\$ 3,389,473	\$ 3,484,819	\$ 3,569,941
Books and Supplies 4000-4999	\$ 481,250	\$ 369,716	\$ 378,045
Services, Other Operating Expenses 5000-5999	\$ 1,083,121	\$ 920,347	\$ 943,975
Capital Outlay 6000-6999	\$ -	\$ -	\$ -
Other Outgo 7100-7299 7400-7499	\$ 1,372,318	\$ 1,394,596	\$ 1,417,616
Indirect/Dirrect Support Costs 7300-7399	\$ 37,921	\$ 37,921	\$ 37,921
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 11,626,051	\$ 11,505,858	\$ 11,718,832
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 296,000	\$ 304,998	\$ 313,965
Contributions 8980-8999	\$ 4,876,225	\$ 5,125,677	\$ 5,332,676
OPERATING SURPLUS (DEFICIT)*	\$ (227,617)	\$ 9,440	\$ 4,957
BEGINNING FUND BALANCE			
9791	\$ 502,977	\$ 275,360	\$ 284,800
Prior-Year Adjustments/Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 275,360	\$ 284,800	\$ 289,757
COMPONENTS OF ENDING BALANCE:			
Nonspendable Amounts 9711-9719	\$ -	\$ -	\$ -
Restricted Amounts 9740	\$ 275,360	\$ 284,800	\$ 289,757
Committed Amounts 9750-9760			
Assigned Amounts 9780			
Reserve for Economic Uncertainties 9789	\$ -	\$ -	
Unassigned/Unappropriated Amount 9790	\$ (0)	\$ (0)	\$ 0

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Orcutt Union School District

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

Bargaining Unit:

CSEA and Management

Object Code	2018-19	2019-20	2020-21
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 37,986,815	\$ 38,946,927	\$ 39,908,887
Federal Revenue 8100-8299	\$ 1,807,844	\$ 1,734,762	\$ 1,734,762
Other State Revenue 8300-8599	\$ 4,631,185	\$ 3,142,394	\$ 3,153,371
Other Local Revenue 8600-8799	\$ 3,044,552	\$ 2,948,999	\$ 2,948,999
TOTAL REVENUES	\$ 47,470,396	\$ 46,773,082	\$ 47,746,020
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 20,897,682	\$ 20,826,373	\$ 21,085,983
Classified Salaries 2000-2999	\$ 7,110,465	\$ 7,089,064	\$ 7,172,508
Employee Benefits 3000-3999	\$ 12,032,268	\$ 12,530,725	\$ 12,984,008
Books and Supplies 4000-4999	\$ 3,083,988	\$ 2,736,998	\$ 1,815,230
Services, Other Operating Expenses 5000-5999	\$ 2,846,812	\$ 2,728,973	\$ 2,815,230
Capital Outlay 6000-6999	\$ 259,046	\$ 3,469	\$ 3,469
Other Outgo 7100-7299 7400-7499	\$ 1,372,318	\$ 1,394,596	\$ 1,417,616
Indirect/Direct Support Costs 7300-7399	\$ (104,851)	\$ (104,851)	\$ (104,851)
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 47,497,729	\$ 47,205,347	\$ 47,189,194
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 749,627	\$ 774,844	\$ 807,303
Contributions 8980-8999	\$ (0)	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (776,959)	\$ (1,207,108)	\$ (250,477)
BEGINNING FUND BALANCE			
9791	\$ 8,543,790	\$ 7,766,831	\$ 6,559,723
Prior-Year Adjustments/Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 7,766,831	\$ 6,559,723	\$ 6,309,246
COMPONENTS OF ENDING BALANCE:			
Nonspendable Amounts 9711-9719	\$ 30,700	\$ 30,700	\$ 30,700
Restricted Amounts 9740	\$ 275,360	\$ 284,800	\$ 289,757
Committed Amounts 9750-9760	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ 6,013,350	\$ 4,804,817	\$ 4,548,894
Reserve for Economic Uncertainties 9789	\$ 1,447,421	\$ 1,439,406	\$ 1,439,895
Unassigned/Unappropriated Amount 9790	\$ (1)	\$ (0)	\$ -

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Orcutt Union School District
CSEA and Management

I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2018-19	2019-20	2020-21
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 48,247,355	\$ 47,980,190	\$ 47,996,496
b.	Less: Special Education Pass-Through Funds	\$ -	\$ -	\$ -
c.	Net Expenditures, Transfers Out, and Uses	\$ 48,247,355	\$ 47,980,190	\$ 47,996,496
d.	State Standard Minimum Reserve Percentage for this District Enter percentage →	3.00%	3.00%	3.00%
e.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, or \$50,000)	\$ 1,447,421	\$ 1,439,406	\$ 1,439,895

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

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 1,447,421	\$ 1,439,406	\$ 1,439,895
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ (0)	\$ (0)	\$ (0)
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)		\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$ -	\$ -	\$ -
e.	Total Available Reserves	\$ 1,447,421	\$ 1,439,406	\$ 1,439,895
f.	Reserve for Economic Uncertainties Percentage	3.00%	3.00%	3.00%

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

2018-19	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2019-20	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2020-21	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

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

N/A

Orcutt Union School District
CSEA and Management

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

Total Compensation Increase/(Decrease) on Page 1, Section A, #5	\$	443,953
General Fund balance Increase/(Decrease), Page 4c, Column 2	\$	(352,259)
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	\$	-
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	\$	-
Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2	\$	(29,231)
Other Fund balance Increase/(Decrease), Page 4g, Column 2	\$	(62,465)
Other Fund balance Increase/(Decrease), Page 4h, Column 2	\$	-
Total all fund balances Increase/(Decrease) as a result of the settlement(s)	\$	(443,955)

Variance \$ (2)

Variance Explanation:

Child Development fund balance increased because the General Fund is making a transfer to Fund 12 to cover the cost of the settlement agreement.

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

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

General Fund Combined	Surplus/ (Deficit)	(Deficit) %	Deficit primarily due to:
Current FY Surplus/(Deficit) before settlement(s)?	\$ (424,700)	(0.9%)	
Current FY Surplus/(Deficit) after settlement(s)?	\$ (776,959)	(1.6%)	
1st Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ (1,207,108)	(2.5%)	
2nd Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ (250,477)	(0.5%)	

Deficit Reduction Plan (as necessary):

Deficit spending in 18/19 will be decreased at First Interim due to changes in the LCFF calculator. Textbook purchases in 18/19 and 19/20 are \$800,000 and \$1,000,000 respectively. Without these purchases, we would have a balanced budget in the current year and a structural deficit of about \$200,000 in the out years.

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

7. Subsequent FY?

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

MYP	Amount	"Other Adjustments" Explanation
1st Subsequent FY Unrestricted, Page 5a	\$ -	
1st Subsequent FY Restricted, Page 5b	\$ -	
2nd Subsequent FY Unrestricted, Page 5a	\$ -	
2nd Subsequent FY Restricted, Page 5b	\$ -	

CSEA and Management

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

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

(fill out columns for which there is an agreement)

	Prior Year	2018-19	2019-20	2020-21
a. LCFF Funding per ADA	8,033.00	8,230.00	8,708.00	8,935.00
b. Amount Change from Prior Year Funding per ADA		197.00	478.00	227.00
c. Percentage Change from Prior Year Funding per ADA		2.45%	5.81%	2.61%
d. Total Compensation Amount Change (from Page 1, Section A, Line 5)		443,953.00	-	-
e. Total Compensation Percentage Change (from Page 1, Section A, Line 5)		3.25%	0.00%	0.00%
f. Proposed agreement is within/exceeds change in LCFF Funding (f vs. e)		Exceeds	-	-

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

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

In accordance with the requirements of Government Code Sections 3540.2 and 3547.5, the Superintendent and Chief Business Official of the Orcutt Union Elementary School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from July 1, 2017 to June 30, 2018.

Board Actions

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

Current Year

Budget Adjustment Categories:

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

	Budget Adjustment Increase/(Decrease)
\$	6,155
\$	450,110
\$	(443,955)

Subsequent Years

Budget Adjustment Categories:

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

	Budget Adjustment Increase/(Decrease)
\$	-
\$	-

Budget Revisions

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

Assumptions

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

Certifications

I hereby certify I am unable to certify

Deborah L. Blew
 District Superintendent
 (Signature)

10/4/18
 Date

I hereby certify I am unable to certify

[Signature]
 Chief Business Official
 (Signature)

10/4/18
 Date

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

Orcutt Union School District
CSEA and Management

Assumptions and Explanations (enter or attach documentation)

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

Adjusted the ending fund balance assignment for the current year and decreased the reserve for deficit spending in order to accommodate the settlement agreement.

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

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

L. CERTIFICATION NO. 2

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

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

Orcutt Union Elementary School District

District Name

Walter Con, Assistant Superintendent, Business

District Superintendent
(Signature)

805-938-8917

Date

805-938-8917

Contact Person

Phone

[Redacted Signature Area]

President (or Clerk), Governing Board
(Signature)


Date

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



BUSINESS SERVICES MEMORANDUM

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

FROM: Walter Con 
Assistant Superintendent, Business Services

BACKGROUND: October 10, 2018

BOARD AGENDA ITEM: Award Bid for Portable Roofing Projects

BACKGROUND: As required, per BP 3311 Bids, and Public Contract Code 20111, bids were requested for the Portable Roofing Project. The project consists of roof repair, rain gutter replacement and wood repairs as needed to twenty-five portables throughout the district. Joe Nightingale (2); Alice Shaw (1); Lakeview JHS (3); Patterson Road (2); Ralph Dunlap (2); Pine Grove (3); Orcutt JHS (3); Orcutt Academy HS (3); Olga Reed/OAK-8 (2); District Office Buildings (4).

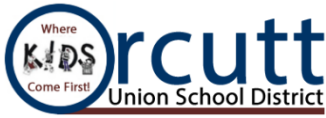
Roofing Material will be furnished by the District through a California Multiple Award Schedules (CMAS) program. Related specification sections include; Section 07750 Thermoplastic Membrane Roofing. The bids received below are for labor and any materials or accessories required for the completion of the roofing projects.

On September 18, 2018, six sealed bids were received. The five responsive bidders are as follows:

COMPANY	Location	TOTAL BID
L & L Roofing	Chino, CA	\$275,000
Best Contracting Services	Gardena, CA	\$420,418
Nations Roof	Fresno, CA	\$535,052
RMC Construction & Roofing, Inc.	Ventura, CA	\$542,210
Cal-Pacific Roofing, Inc.	Camino, CA	\$588,351
Non Responsive Bid		
Tunnell Roofing, Co. Inc.	Santa Maria, CA	\$553,161

RECOMMENDATION: Staff recommends that Board of Trustees award the bid for the Portable Roofing Projects to L & L Roofing, for \$275,000, as they are the lowest, responsive, responsible bidder.

FUNDING: Fund 14 – Deferred Maintenance



BUSINESS SERVICES MEMORANDUM

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

FROM: Walter Con
Assistant Superintendent, Business Services

BOARD MEETING DATE: October 10, 2018

BOARD AGENDA ITEM: Purchase of Roofing Materials with The Garland Company, Inc.'s California Multiple Award Schedule (CMAS) Contract No.4-01-56-0006A, Supplement No. 4

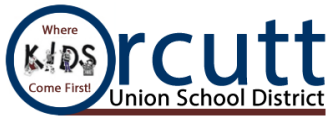
BACKGROUND: District staff met with The Garland Company, Inc. last month to discuss our need for replacement, repair and maintenance of (25) of the districts portable roofs. We have used a model called "The Garland Model". This model is commonly used by school districts for roofing projects. Garland is a roofing materials supplier that provides a 20-year warranty with their product. As such, they supervise the installation of their product.

The District will purchase materials under a state authorized program through Garland's California Multiple Award Schedule (CMAS) Contract No. 4-01-56-006A, Supplement No. 4. The amount of this material purchase is estimated at \$173,423, which includes shipping and tax.

The CMAS material purchase will be the roofing material that is provided to the contractor for the Portable Roofing Projects, which will be brought to the board for approval on tonight's agenda.

RECOMMENDATION: Staff recommends that the Board of Trustees approve the purchasing of roofing materials through The Garland Company, Inc.'s California Multiple Award Schedule (CMAS) Contract No. 4-01-56-006A, Supplement No. 4, as submitted.

FUNDING: Fund 14 – Deferred Maintenance



BUSINESS SERVICES MEMORANDUM

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

FROM: Walter Con
Assistant Superintendent, Business Services

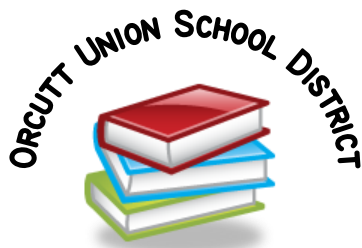
BOARD MEETING DATE: October 10, 2018

BOARD AGENDA ITEM: Notice of Completion – Demolition of Ancillary Structures

BACKGROUND: On June 13, 2018 the Board awarded the bid for the Ancillary Structures Demolition project to Midwest Environmental Control for \$72,421. The objective of this project was to demolish and dispose of vacant building structures on Orcutt Union School District sites and restore the areas to open space. The work commenced on July 9, 2018 and was completed and signed off by Diani Building Corp., OUSD construction management team, on August 23, 2018.

RECOMMENDATION: I recommend that the Board of Trustees approves the Ancillary Structures Demolition project as complete.

FUNDING: N/A



Educational Services

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

TO: Dr. Deborah Blow, Superintendent

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

BOARD MEETING DATE: October 10, 2018

BOARD AGENDA ITEM: Board Policy 5123

PROMOTION/ACCELERATION/RETENTION

BACKGROUND: Policy revised to comply with current CSBA guidelines and to align to current practice.

RECOMMENDATION: It is recommended that the Board of Trustees approve the proposed revisions to BP 5123.

FUNDING: No funding implications.

Students

PROMOTION/ACCELERATION/RETENTION

The Board of Trustees expects students to progress through each grade level within one school year. To accomplish this, instruction should accommodate the variety of ways that students learn and include strategies for addressing academic deficiencies when needed.

Students shall progress through the grade levels by demonstrating growth in learning and meeting grade-level standards of expected student achievement.

(cf. 6011 - Academic Standards)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6146.5 - Elementary/Middle School Graduation Requirements)

(cf. 6162.52 - High School Exit Examination)

When high academic achievement is evident, the Superintendent or designee may recommend a student for acceleration into a higher grade level. The student's maturity level shall be taken into consideration in making a determination to accelerate a student.

~~As early as possible in the school year, the Superintendent or designee shall identify students who should be retained and who are at risk of being retained in accordance with law, Board policy, administrative regulation, and the following criteria.~~

Teachers shall identify students who should be retained or who are at risk of being retained at their current grade level as early as possible in the school year and as early in their school careers as practicable. Such students shall be identified at the following grade levels: (Education Code 48070.5)

1. Between grades 2 and 3
2. Between grades 3 and 4
3. Between grades 4 and 5
4. Between grades 6 and 7
5. Between grades 8 and 9

~~Students shall be identified on the basis of grades. The following other indicators of academic achievement shall also be used:~~

Students shall be identified for retention on the basis of failure to meet minimum levels of proficiency, as indicated by grades and the following additional indicators of academic achievement:

Students

PROMOTION/ACCELERATION/RETENTION

- Student achievement of school site results-based targets and/or
- Norm-referenced test results (STAR) (**State Achievement Test**) results and/or,
- Other individualized or group assessments as needed including the district/s Northwest Evaluation Association Assessment Program

(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 5149 - At-Risk Students)

Students between grades 2 and 3 and grades 3 and 4 shall be identified primarily on the basis of their level of proficiency in reading. Proficiency in reading, English language arts, and mathematics shall be the basis for identifying students between grades 4 and 5, between intermediate and middle school grades, and between middle school grades and high school grades. (Education Code 48070.5)

(cf. 6142.91 - Reading/Language Arts Instruction)
(cf. 6142.92 - Mathematics Instruction)

If a student does not have a single regular classroom teacher, the Superintendent or designee shall specify the teacher(s) responsible for the decision to promote or retain the student. (Education Code 48070.5)

The teacher's decision to promote or retain a student may be appealed in accordance with AR 5123 - Promotion/Acceleration/Retention.

When any student in grades 2-9 is retained or recommended for retention, the Superintendent or designee shall offer **an appropriate** programs of ~~direct, systematic, and intensive supplemental instruction in accordance with Education Code 37252.2 and Board policy.~~ remedial instruction to assist the student in meeting grade-level expectations. The district also may offer supplemental instruction to a student in grades 2-6 who is identified as being at risk for retention. (Education Code 37252.2, 37252.8, 48070.5)

(cf. 6176 - Weekend/Saturday Classes)
(cf. 6177 - Summer Learning Programs)
(cf. 6179 - Supplemental Instruction)

Legal Reference:
EDUCATION CODE
37252-37254.1 Supplemental instruction
41505-41508 Pupil Retention Block Grant
46300 Method of computing average daily attendance
48011 Promotion/retention following one year of kindergarten

Students

PROMOTION/ACCELERATION/RETENTION

48070-48070.5 Promotion and retention

~~48431.6 Required systematic review of students and grading~~

56345 Elements of individualized education plan

~~60641-60648 Standardized Testing and Reporting Program~~

60640-60649 California Assessment of Student Performance and Progress

~~60850-60859 Exit examination~~

CODE OF REGULATIONS, TITLE 5

200-202 Admission and exclusion of students

Management Resources:

~~CALIFORNIA DEPARTMENT OF EDUCATION MANAGEMENT ADVISORIES~~

~~0900.90 Changes in Law Concerning Eligibility for Admission to Kindergarten 90-10~~

~~CDE PUBLICATIONS~~

~~Performance Level Tables for the California Standards Tests and the California Alternative Performance Assessment~~

~~Parental Agreement Form: Agreement for Pupil to Continue in Kindergarten~~

~~LEGISLATIVE COUNSEL'S OPINION~~

~~Promotion and Retention #21610~~

FAQs Promotion, Retention, and Grading (students with disabilities)

FAQs Pupil Promotion and Retention

Kindergarten Continuance Form

WEB SITES

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

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

Policy Adopted: ~~10/15/08~~ **09/12/2018**

ORCUTT UNION SCHOOL DISTRICT
Orcutt, California



BOARD OF TRUSTEES

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

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

TO: Board of Trustees
FROM: Susan Salucci, Assistant Superintendent/Human Resources
BOARD MEETING DATE: October 10, 2018
BOARD AGENDA ITEM: Ratification of Negotiated items between CSEA and Orcutt Union School District
BACKGROUND: The District has reached a tentative agreement with classified employees for the 2018/19 school year.

Highlights of the agreement are:

1. The District agrees to compensate current OUSD classified employees in the 2018-2019 school year in accordance with the salary schedule with a 2.15% ongoing salary increase, retroactive to July 1, 2018.
2. OUSD classified employees will also be compensated with a one time, off schedule 1.13% salary increase per FTE based upon the 2018-19 salary schedule. This increase only applies to the OUSD classified employees at the time of Orcutt Union School Board ratification.
3. The parties agree to the attached Tentative Agreement regarding Article 10.4 and 10.6.2
4. The parties agree to the attached MOU concerning professional Development.
5. The parties agree to continue to meet and negotiate effects bargaining regarding Article 3.

FINANCIAL IMPACT: The increased costs apply to the General Fund, Charter Fund, Child Development Fund (Preschool), and the Cafeteria Fund. Additional details related to the financial impact of the agreement can be found in the *AB1200 Public Disclosure of Proposed Collective Bargaining Agreement* in the Business section of tonight's agenda.



Where a Dedicated Staff Means
KIDS COME FIRST

BOARD OF TRUSTEES

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

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

MEMORANDUM OF UNDERSTANDING
between the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and
ITS ORCUTT CHAPTER 255
and the
ORCUTT UNION SCHOOL DISTRICT

September 19, 2018

The following Agreement represents the full and complete agreement of the California School Employees Association and its Orcutt Chapter #255 (hereafter "Association") and the Orcutt Union School District (hereafter "District") regarding negotiations for the 2018/2019 school year.

The parties agree to the following terms:

1. The District agrees to compensate current OUSD classified employees in the 2018-2019 school year in accordance with the salary schedule with a 2.15% ongoing salary increase, retroactive to July 1, 2018.
2. OUSD classified employees will be compensated with a one-time, off schedule 1.13% salary increase per FTE. This increase only applies to OUSD classified employees at the time of Orcutt Union School Board adoption.
3. The parties agree to the attached Tentative Agreement regarding Article 10.4 and 10.6.2
4. The parties agree to the attached MOU concerning professional development.
5. The Parties agree to continue to meet and negotiate in good faith regarding effects bargaining and proposed changes to Article 3 in relation to *Janus* and SB 866.

The Parties acknowledge that we currently have a date calendared for those negotiations on October 17, 2017 from 10am to 4pm.

The Parties are, if necessary, open to calendaring more dates to come to agreement on Article 3 in relation to *Janus* and SB 866.

This Agreement becomes final upon ratification of the Association membership and adoption by the Orcutt Union School District Board of Trustees.

For the District:
Dr. Debbie Blow
Superintendent

Debbie Blow
Signature

9/26/18
Date

For CSEA:
Phyllis Jackson
Chapter 255
President

Phyllis Jackson
Signature

9/26/18
Date

For CSEA:
Mark Moore
Labor Relations
Representative

Mark Moore
Signature

9/26/18
Date

District Proposal #1

Effective July 1, 2018, the District agrees to compensate current CSEA bargaining unit members in the 2018-2019 school year in accordance with the salary schedule with a 2.15% ongoing salary increase.

Effective July 1, 2018, current CSEA bargaining unit members will be compensated with a one-time 1.13% salary schedule increase.

T.A.
C. Phillips
9/6/18
S. Salas
9/6/18

Mark Moore
9/26/18

**ORCLTT UNION SCHOOL DISTRICT
PROPOSED CLASSIFIED SALARY SCHEDULE 2018/19**

with 2.15%

Range	Step 1 Monthly Hourly	Step 2 Monthly Hourly	Step 3 Monthly Hourly	Step 4 Monthly Hourly	Step 5 Monthly Hourly	Step 6 Monthly Hourly						
6	2,227	13.00	2,339	13.44	2,455	14.11	2,578	14.82	2,707	15.56	2,842	16.33
7	2,284	13.13	2,397	13.78	2,516	14.46	2,642	15.18	2,775	15.95	2,914	16.75
8	2,340	13.45	2,456	14.11	2,579	14.82	2,708	15.56	2,843	16.34	2,987	17.17
9	2,398	13.78	2,518	14.47	2,643	15.19	2,776	15.95	2,915	16.75	3,060	17.59
10	2,457	14.12	2,580	14.83	2,710	15.57	2,844	16.34	2,986	17.16	3,138	18.03
11	2,520	14.48	2,645	15.2	2,777	15.96	2,916	16.76	3,061	17.59	3,215	18.48
12	2,583	14.84	2,712	15.59	2,847	16.36	2,988	17.17	3,140	18.05	3,295	18.94
13	2,647	15.21	2,779	15.97	2,919	16.78	3,063	17.6	3,217	18.49	3,378	19.41
14	2,713	15.59	2,848	16.37	2,991	17.19	3,141	18.05	3,297	18.95	3,462	19.90
15	2,780	15.98	2,920	16.78	3,065	17.61	3,218	18.49	3,379	19.42	3,548	20.39
16	2,850	16.38	2,992	17.20	3,143	18.06	3,299	18.96	3,465	19.91	3,638	20.91
17	2,922	16.79	3,068	17.63	3,221	18.51	3,382	19.44	3,551	20.41	3,729	21.43
18	2,996	17.22	3,145	18.07	3,302	18.98	3,467	19.93	3,640	20.92	3,822	21.97
19	3,069	17.64	3,222	18.52	3,383	19.44	3,552	20.41	3,730	21.44	3,919	22.52
20	3,146	18.08	3,304	18.99	3,468	19.93	3,642	20.93	3,824	21.98	4,015	23.07
21	3,224	18.53	3,385	19.45	3,554	20.43	3,732	21.45	3,918	22.52	4,114	23.64
22	3,306	19	3,471	19.95	3,644	20.94	3,827	21.99	4,018	23.09	4,219	24.25
23	3,388	19.47	3,558	20.45	3,736	21.47	3,924	22.55	4,118	23.67	4,325	24.86
24	3,473	19.96	3,646	20.95	3,829	22.01	4,020	23.10	4,221	24.26	4,433	25.48
25	3,559	20.45	3,737	21.48	3,925	22.56	4,119	23.67	4,326	24.86	4,543	26.11
26	3,648	20.97	3,831	22.02	4,021	23.11	4,222	24.26	4,434	25.48	4,656	26.76
27	3,739	21.49	3,926	22.56	4,121	23.68	4,327	24.87	4,544	26.11	4,771	27.42
28	3,832	22.02	4,022	23.11	4,223	24.27	4,435	25.49	4,658	26.77	4,890	28.10
29	3,928	22.57	4,124	23.7	4,331	24.89	4,548	26.14	4,775	27.44	5,013	28.81
30	4,026	23.14	4,226	24.29	4,439	25.51	4,661	26.79	4,893	28.12	5,138	29.53
31	4,126	23.71	4,333	24.9	4,550	26.15	4,778	27.46	5,016	28.83	5,266	30.26
32	4,228	24.3	4,441	25.52	4,663	26.80	4,897	28.14	5,140	29.54	5,398	31.02
33	4,336	24.92	4,552	26.16	4,780	27.47	5,018	28.84	5,268	30.28	5,532	31.79
34	4,444	25.54	4,666	26.82	4,899	28.16	5,144	29.56	5,401	31.04	5,671	32.59
35	4,555	26.18	4,783	27.49	5,022	28.86	5,275	30.32	5,537	31.82	5,814	33.41
36	4,670	26.84	4,902	28.17	5,147	29.58	5,406	31.07	5,674	32.61	5,959	34.25
37	4,786	27.51	5,025	28.88	5,278	30.33	5,540	31.84	5,818	33.44	6,109	35.11
38	4,906	28.2	5,150	29.60	5,407	31.07	5,678	32.63	5,961	34.26	6,260	35.98
39	5,027	28.89	5,280	30.34	5,543	31.86	5,820	33.45	6,111	35.12	6,416	36.87
40	5,153	29.61	5,411	31.10	5,682	32.66	5,966	34.29	6,264	36.00	6,577	37.80
41	5,283	30.36	5,546	31.87	5,824	33.47	6,115	35.14	6,422	36.91	6,742	38.75
42	5,414	31.11	5,686	32.68	5,970	34.31	6,268	36.02	6,583	37.83	6,912	39.72
43	5,550	31.9	5,828	33.49	6,119	35.17	6,426	36.93	6,748	38.78	7,084	40.71
44	5,690	32.7	5,973	34.33	6,273	36.05	6,586	37.85	6,916	39.75	7,261	41.73

Mark Moore
JR
6/22/18
6/22/18

9/14/18 TA

MM 9/20/19
ARTICLE 10

SR

TA

VACATIONS

10.1 Eligibility. All employees in the bargaining unit shall earn paid vacation pursuant to this Article. Vacation benefits are earned on a fiscal year basis; i.e., July 1 through June 30.

10.2 Accumulation. Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedule:

10.2.1 From the first (1st) month through the fifth (5th) year of service*, vacation time shall be earned and accumulated at the rate of .9167 days for each month of service, not to exceed eleven (11) days per fiscal year.

10.2.2 Commencing with the sixth (6th) year through the tenth (10th) year of service*, vacation time shall be earned and accumulated at the rate of 1.3333 days vacation for each month of service, not to exceed sixteen (16) days per fiscal year.

10.2.3 Commencing with the eleventh (11th) year through the thirteenth (13th) year of service*, vacation shall be earned and accumulated at the rate of 1.4167 days vacation for each month of service, not to exceed seventeen (17) days per fiscal year.

10.2.4 Commencing with the fourteenth (14th) year of service*, vacation shall be earned and accumulated at the rate of 1.75 days vacation for each month of service, not to exceed twenty-one (21) days per fiscal year.

10.2.5 Commencing with the seventeenth (17th) year of service*, vacation shall be earned and accumulated at the rate of 1.8334 days of vacation for each month of service, not to exceed twenty-two (22) days per fiscal year.

10.2.6 Commencing with the twentieth (20th) year of service*, vacation shall be earned and accumulated at the rate of 1.9167 days of vacation for each month of service, not to exceed twenty-three (23) days per fiscal year.

**For the purpose of this Article, beginning with the 2004/2005 school year, "year of service", as used to earn vacation time for Classified Employees, shall include prior years of service as a Noon Duty Supervisor in the Orcutt Union School District. It is understood that this provision is non-retroactive.*

10.3 Vacation Pay. Pay for vacation days for all bargaining unit employees shall be the same as that to which the employee is entitled on the day the vacation commences.

10.4 Carryover of Vacation Benefits. One-half of the vacation benefits which are accrued in any fiscal year pursuant to Section 10.2 of this Article may be carried forward to be used in the immediate following fiscal year. If an employee is not permitted to take his full

annual vacation, the amount not taken in excess of one-half of their accrued vacation shall be paid to the employee.

Years of Service	Month Accrual (Days)	Annual Accrual (Hrs.)	Maximum Allowable Carryover (Hrs.) As of June 30th
1-5	.9167	88	44
6-10	1.3333	128	64
11-13	1.467	136	68
14-16	1.75	168	84
17-19	1.8334	176	88
20+	1.9167	184	92

Example: If an employee has been here for four years, as of June 30th, they will be able to carryover a maximum 44 hours into the next fiscal year.

10.5 Vacation Pay on Termination. When an employee in the bargaining unit terminates employment or is terminated for any reason, that employee shall be entitled to all vacation pay earned and accumulated up to and including the effective date of termination, providing that the employee has completed at least six (6) months of service in the District.

10.6 Scheduling of Vacations

10.6.1 Vacation schedules shall be prepared by the administration. Effort shall be made to enable vacations to be taken at times convenient to the employee and consistent with the needs for the service and workload of the District. Requests for vacation must be made in writing on the District's current form and approved by the immediate supervisor. (For the purpose of this provision, "supervisor" is the person who will be the unit member's supervisor at the time of the requested vacation.) Upon receipt of the written vacation request, the supervisor shall respond in writing within five (5) business days (a day the District Office is open for business). If the unit member receives no response within five (5) business days, the unit member may submit the written request directly to Human Resources for consideration by delivering the request to the district office and receiving a date and time stamped copy in return. Response to the vacation request shall be provided by Human Resources within ten (10) business days. If the employee does not receive a response from Human Resources, the vacation request will be considered approved. Once

response from Human Resources, the vacation request will be considered approved. Once a written vacation request has been approved by the supervisor or Human Resources, the scheduled vacation time shall not be changed or cancelled, by either the supervisor or unit member, except by mutual agreement. Grievances filed regarding section 10.6.1 shall be filed at Level I of the grievance procedure.

10.6.2

~~When two or more unit members' requests are for vacations in the same time period, requests will be honored on a first submitted, first served basis. For requests submitted at the same time, the unit member with the greater seniority (Section 9.9) shall be granted his/her request. If the unit members involved have equal seniority, then priority shall be established by lot. A form will be distributed to all twelve (12) month employees each year by April 1st for vacation requests for the following school year. The vacation requests will be due to your supervisor no later than May 1st (If May 1st falls on a Saturday or Sunday, the deadline will be the next day the district office is open). These forms will be considered "turned in" at the same time if received by May 1st. For these requests and future requests submitted at the same time, the unit member with the greater seniority (Section 9.9) shall be granted his/her request. If the unit members involved have equal seniority, then priority shall be established by lot. Any request turned in to the supervisor after the May 1st request date will be honored on a first submitted, first honored basis.~~

TA 9/6/18
JOS
MM
TA 9/6/18
JOS

10.6.3

take two (2) days of vacation with a week prior supervisory notification and approval. The time taken will be deducted from their total end of the year vacation pay allotment. These days will not carry over.

- a) If twelve- (12) month employees make requests for vacations to be taken during the time school is in session (excluding summer school), the District shall make every reasonable effort to comply with the request consistent with the legitimate work needs of the District as determined by the appropriate immediate supervisor(s).
- b) Vacation time taken during the time school is in session will be limited to no more than fifteen (15) consecutive working days unless special permission is granted pursuant to a request made at least one (1) month in advance.

10.6.4

Vacation Guarantee Program. When a vacation is scheduled and approved six (6) months or more in advance, the employee is guaranteed that vacation, and no employee shall, under any circumstances, be denied a vacation except with his/her express consent.

10.6.5

If a vacation which has been scheduled and approved two (2) months or more in

TA

MM 9/26/18

JA 9/26/18

advance of the date that the vacation is scheduled to commence is canceled wholly or in part by the District, the employee shall be paid at time and one-half for any days which the employee is unable to carry forward to the following fiscal year due to other provisions of this Article.

- 10.7 Vacation Postponement.** If a bargaining unit employee's vacation becomes due during a period of time when that employee is on leave due to illness or injury, that employee may request that the vacation date be changed and the District shall grant such request in accordance with vacation dates that are available at the time. If other provisions of this Article would result in a loss of vacation benefits to the employee, he/she shall be allowed to carry forward into the next fiscal year those days which would have been lost. However, those days thus carried forward into the next fiscal year must be used during that year or shall be forfeited.
- 10.8 Holidays.** When a holiday provided for by Article 11 of this Agreement falls during the scheduled vacation of any bargaining unit employee, such employee shall be paid for that holiday as provided for by Article 11 and shall not be charged for a day of vacation.
- 10.9 Interruption of Vacation.** An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave as provided for by this Agreement without a return to active service, providing that the employee supplies notice and supporting information regarding the basis of such interruption or termination.

SS 9/26/18



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

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

MEMORANDUM OF UNDERSTANDING
between the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and ITS ORCUTT CHAPTER 255
and the
ORCUTT UNION SCHOOL DISTRICT
September 26, 2018

Beginning on September 6, 2018, required professional development for classified employees, shall be done within the paid duty work day. This MOU replaces the prior agreement adopted by the Board on May 6, 2016, and voids the MOU signed on September 6, 2018. This excludes annual notifications required for continued employment.

For the District:
Dr. Debbie Blow
Superintendent

Deborah A. Blow
Signature

09-26-18
Date

For CSEA:
Phyllis Jackson
Chapter 255
President

Phyllis Jackson
Signature

9/26/18
Date

For CSEA:
Mark Moore
Labor Relations
Representative

Mark Moore
Signature

9/26/18
Date



BOARD OF TRUSTEES
ROB BUCHANAN
ROBERT HATCH
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MEMORANDUM OF UNDERSTANDING
between the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and ITS ORCUTT CHAPTER 255
and the
ORCUTT UNION SCHOOL DISTRICT
September 6, 2018

Beginning on September 6, 2018, required professional development for classified employees, shall be done within the paid duty work day. This excludes annual notifications required for continued employment.

Debbie Blow 9/6/18

Dr. Debbie Blow
Superintendent

Date

Phyllis Jackson 9/6/18

Phyllis Jackson
CSEA President

Date



Where a Dedicated Staff Means
KIDS COME FIRST

BOARD OF TRUSTEES

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LIZ PHILLIPS

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

TO: Dr. Deborah Blow, Superintendent
Board of Trustees

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

BOARD MEETING DATE: October 10, 2018

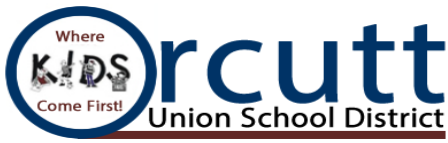
BOARD AGENDA ITEM: Ratification of Agreement with Orcutt Union School District Confidential Employees, Certificated Management and Classified Management.

BACKGROUND: The District has reached a tentative agreement with confidential employees and management for the 2018/2019 school year. Highlights of the agreement are as follows:

1. The District agrees to compensate current OUSD Confidential Employees, Certificated Management and Classified Management in the 2018-2019 school year in accordance with the salary schedules with a 2.15% ongoing salary increase, retroactive to July 1, 2018.
2. OUSD Confidential Employees, Certificated Management and Classified Management will also be compensated with a one-time, off schedule 1.13% salary increase per FTE based upon the 2018-19 salary schedule. This increase only applies to OUSD Confidential Employees, Certificated Management and Classified Management at the time of the Orcutt Union School Board ratification

RECOMMENDATION: It is recommended that the Board of Trustees ratify the agreement with Orcutt Union School District Confidential Employees and Management.

FINANCIAL IMPACT: The increased costs apply to the General Fund, Charter Fund, Child Development Fund (Preschool), and the Cafeteria Fund. Additional details related to the financial impact of the agreement can be found in the *AB1200 Public Disclosure of Proposed Collective Bargaining Agreement* in the Business section of tonight's agenda.



BOARD OF TRUSTEES

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 DR. JAMES PETERSON
 LIZ PHILLIPS

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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: October 10, 2018

BOARD AGENDA ITEM: Approval of Compensation Increase for Contracted Positions

BACKGROUND: The District holds individual employment agreements (“contract”) with the Assistant Superintendent of Business, Assistant Superintendent of Educational Services, Assistant Superintendent of Human Resources, and Chief Technology Officer. These agreements state they shall receive increases at least equal to the on-schedule and off-schedule salary adjustment(s) received by other management personnel.

The District previously reached an agreement with administrative and management employees for the 2018/2019 school year. The details of the agreement include:

- 2.15% “on schedule” salary increase effective July 1, 2018
- 1.13 % in “off-schedule” compensation based on the proposed 2018/2019 salary indicated below

The proposed increases to the 2018/2019 salaries would be as follows:

Contracted Employee	Title	2017/18 Salary	Proposed 2.15% Salary Increase	Proposed 2018/19 Salary	Proposed One-time, Off Schedule Compensation of 1.13%
Walter Con	Assist. Supt. Business Svcs.	\$ 154,809	\$ 3,328	\$ 158,137	\$ 1,787
Holly Edds	Assist. Supt. Educational Svcs.	\$ 141,106	\$ 3,034	\$ 144,140	\$ 1,629
Susan Salucci	Assist. Supt., Human Res.	\$ 138,600	\$ 2,980	\$ 141,580	\$ 1,600
Kirby Fell	Chief Technology Officer	\$ 131,470	\$ 2,827	\$ 134,297	\$ 1,518

RECOMMENDATION: It is recommended that the Board of Trustees grant the proposed compensation as indicated above.

FUNDING: The increased costs apply to the General Fund, Additional details related to the financial impact of the agreement can be found in the *AB1200 Public Disclosure of Proposed Collective Bargaining Agreement* in the Business Services section of tonight’s agenda.

Announcement of Executive Compensation Pursuant to Government Code section 54953

For Cabinet:

The Board is considering an increase in compensation for the Assistant Superintendent of Business Services, the Assistant Superintendent of Human Resources, the Assistant Superintendent of Educational Services, and the Chief Technology Officer. The increase is the same granted to all employee groups; that is an increase of 2.15% ongoing and a 1.13% one-time payment.

For Superintendent:

The Board is considering an increase in the Superintendent's compensation that is the equivalent increase previously granted to all employee groups; that is an increase of 2.15% ongoing and a 1.13% one-time payment and the ability for the Superintendent to purchase district benefits if the Superintendent retires before age 65.

In addition, the Board is extending the Superintendent's contract until June 30, 2020.



BOARD OF TRUSTEES

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

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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: October 10, 2018

BOARD AGENDA ITEM: Ratification of Addendum No. 2 to Employment Agreement between the Orcutt Union School District and Dr. Deborah Blow

BACKGROUND: The District has reached an agreement to a contract addendum with Dr. Deborah Blow for the 2018-2019 school year. The addendum is attached.

The details of the Addendum agreement include:

- 2.15% “on schedule” salary increase effective July 1, 2018
- 1.13 % in “off-schedule” compensation based on the proposed 2018/2019 salary indicated below:

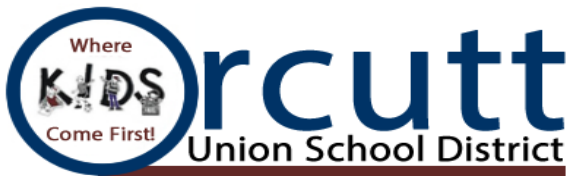
2017/18 Salary	Proposed 2.15% Salary Increase	Proposed 2018/19 Salary	Proposed One-time, Off Schedule Compensation of 1.13%
\$ 209,731	\$ 4,509	\$ 214,240	\$ 2,421

This increase matches the percentage increases received by all other management personnel, as well as CSEA and OEA for the 2018-2019 school year.

This Addendum also extends the Superintendent’s contract through June 30, 2020.

RECOMMENDATION: It is recommended that the Board of Trustees ratify the Addendum to Dr. Deborah Blow’s employment agreement.

FUNDING: The increased costs apply to the General Fund, Additional details related to the financial impact of the agreement can be found in the *ABI200 Public Disclosure of Proposed Collective Bargaining Agreement* in the Business Services section of tonight’s agenda.



BOARD OF TRUSTEES

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

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

**Orcutt Union School District
Employment Contract for District Superintendent
Addendum No. 2
October 10, 2018**

The Orcutt Union School District Board of Trustees and the District Superintendent Dr. Deborah Blow have agreed upon the following Addendum to Dr. Blow’s employment agreement dated November 18, 2015:

1. The Superintendent’s salary shall be increased by 2.15% to \$214,240. This increase matches the increase granted to all other employee groups for the 2018-2019 school year.
2. For contract year 2018-2019, the Superintendent shall receive a 1.13% one-time, “off-schedule” payment in the amount of \$2,421.00. This one-time payment is in the same percentage granted to other employee groups for the 2018-2019 school year.
3. The Superintendent’s contract shall be extended through June 30, 2020.
4. If the Superintendent retires before age 65, the Superintendent shall be eligible to participate in the District’s health and welfare benefits at the Superintendent’s own cost through age 65.

GOVERNING BOARD OF THE ORCUTT UNION SCHOOL DISTRICT

By: _____
Dr. James Peterson, President

By: _____
Mr. Robert Buchanan

By: _____
Mrs. Lisa Morinini

By: _____
Mrs. Liz Phillips

By: _____
Mr. Robert Hatch

Date of Acceptance

Deborah Blow, Ed.D., Superintendent

**AGREEMENT FOR EMPLOYMENT OF SUPERINTENDENT
BETWEEN
THE BOARD OF TRUSTEES OF THE ORCUTT UNION SCHOOL DISTRICT
AND
DEBORAH BLOW**

THIS AGREEMENT is hereby made and entered into this 18th day of November, 2015, by and between the BOARD OF TRUSTEES ("Board") of the ORCUTT UNION SCHOOL DISTRICT ("District") and DEBORAH BLOW ("Superintendent").

NOW, THEREFORE, it is hereby agreed as follows:

1. Duties.

The Superintendent is hereby employed as the Superintendent of Schools of the District and shall serve as the Chief Executive Officer of the District and Secretary to the Board. The Superintendent shall have the powers and duties as prescribed by the laws of the State of California. In addition to the powers and duties set forth in the Education Code, the Superintendent shall have the additional powers and duties described herein and as set forth in the position description adopted by the Board.

The Superintendent shall effectively and competently do and perform the duties of Superintendent for the District subject to provisions established by laws and the policy set by the Board of the District:

The Superintendent is responsible to organize, re-organize, and arrange administrative and supervisory staff which in her judgment best serves the children of the District.

The Superintendent shall represent the District at local, state, and national professional meetings.

2. Terms of Employment.

The term of the Agreement shall be four years beginning on July 1, 2015, through June 30, 2019.

3. Salary.

The gross salary of the Superintendent shall be \$195,900. The Superintendent shall receive annual compensation increments in an amount at least equal to the same on-schedule and off-schedule salary and benefit adjustments as other senior certificated management. The Superintendent's salary is to be payable in twelve (12) equal installments as of the first work day of each calendar month.

4. Retirement/Fringe/Health Benefits.

The District shall be responsible for paying to CalSTRS the share of employer-required retirement contributions. Superintendent confirms that she is an active member of CalSTRS

from her prior employment and is thus considered a "classic" employee not subject to the new hire restrictions under the Public Employees' Pension Reform Act ("PEPRA".)

Superintendent shall be entitled to the same health benefits, including medical, hospital, dental and vision provided to other certificated management employees at the same rate as paid by the District for such other employees.

Term life insurance of not less than \$150,000 shall be provided by the District for the Superintendent who may elect a beneficiary of choice.

The Superintendent's work days each year shall be 221. The Superintendent shall be required to render twelve (12) months of full and regular service to the District during each annual period governed by the Agreement except that she shall be entitled to twenty-five (25) working days' annual vacation with full pay, and holidays provided to classified employees. It is further agreed that unused vacation days may be carried over into subsequent contract years not to exceed a maximum of 45 days. When the 45-day cap is reached, the Superintendent shall be paid at the end of each fiscal year for vacation days not used that fiscal year. In the event of termination of this Agreement, Superintendent shall be entitled to compensation for unused vacation at her then current salary rate. Payment shall only be for accrued vacation and vacation earned and unused in the current year in which the Agreement is terminated.

Sick leave shall be earned at a rate of twelve (12) days per year effective July 1 of each year of this Agreement. Earned but unused sick leave can be carried over to the next succeeding year.

5. Expenses.

The Superintendent will be compensated for actual and necessary expenses incurred while functioning in her capacity as Superintendent, including those expenses related to travel outside the District.

The Board encourages the Superintendent to participate in professional organizations and activities. The District shall pay the Superintendent's membership dues in the American Association of School Administrators (AASA), Association of California School Administrators (ACSA), Association for Supervision and Curriculum Development (ASCD), any service club membership, and other professional or community organizations as may be approved by the Board.

6. Annual Physical Examination.

The Superintendent shall be required to have a pre-employment physical and subsequent annual complete physical examinations, the cost thereof to be borne by the District. After completion of the annual complete physical examination, the Superintendent shall provide the Board with a letter from the examining doctor indicating she is fit for service as Superintendent.

7. **Evaluation.**

The Superintendent shall be evaluated in writing at least once each year. The Evaluation shall be completed by August 1. The evaluation shall be based on mutually agreed upon written goals and objectives, the current position description, applicable Board policies, and California law.

8. **Termination.**

The Board may terminate this Agreement at any time during the term hereof in the event of a material breach thereof by the Superintendent. In the event of termination as a result of a material breach by the Superintendent, the Superintendent shall not be entitled to any salary pursuant to or as a result of termination. In addition, the following shall apply as required by Government Code sections 53243 through 53244:

- A. In the event that the District provides paid leave to the Superintendent pending an investigation of a crime involving abuse of her office or position covered by Government Code section 53243.4 and should the investigation lead to a conviction, the Superintendent shall fully reimburse the District for any salary provided for that purpose.
- B. In the event that the District provides for the legal criminal defense of the Superintendent pending an investigation of a crime involving abuse of her office or position covered by Government Code section 53243.4 and should that investigation lead to a conviction, the Superintendent shall fully reimburse the District for any funds provided for that purpose.
- C. In the event the District provides a cash settlement related to the termination of the Superintendent as set forth in this Agreement and the Superintendent is subsequently convicted of a crime involving abuse of her office or position covered by Government Code section 53243.4, the Superintendent shall fully reimburse the District for any funds provided for that purpose.
- D. For purposes of this Agreement "abuse of office or position" means as defined in Government Code section 53243.4, as may be amended.
- E. If the Superintendent is convicted by a state or federal trial court of any felony under state or federal law for conduct arising out of, or in the performance of, her official duties, the Superintendent shall forfeit any contract right or other common law constitutional or statutory claim against the District to retirement or pension rights or benefits, however those benefits may be characterized, including lost compensation other than the accrued rights and benefits to which she may be entitled under any public retirement system in which she is a member. The forfeiture provided herein shall be in addition to, and independent of any forfeiture of public retirement system rights and benefits pursuant to Government Code section 7522.74. The Superintendent shall notify the District of any conviction within sixty (60) days of the felony conviction.

The Board may terminate this Agreement at its discretion at any time during its term without cause upon six (6) months prior written notice. In no case, upon termination of this Agreement, shall the maximum cash settlement exceed an amount equal to the monthly salary of the Superintendent multiplied by the number of months left on the unexpired term of this Agreement; however, if the unexpired term of this Agreement is greater than eighteen (18) months, the maximum cash settlement shall not exceed an amount equal to the monthly salary of the Superintendent multiplied by eighteen (18). No other or additional non-cash settlement may be agreed to, except that health benefits may be continued at the option of the Superintendent, limited to the same time restrictions as for a cash settlement, or until new employment is found, whichever occurs first.

Notwithstanding any other provisions of this Agreement the Superintendent shall have the option to terminate this Agreement during the term hereof by providing the Board with a written notice of intent to terminate. This notice shall be provided no less than ninety (90) days prior to said termination date. The Superintendent and Board may mutually agree to a termination notice of less than ninety (90) days.

9. General Terms and Conditions of Employment.

This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the California State Board of Education and the District. Said laws, rules and regulations are hereby made a part of the terms and conditions of this Agreement as though herein set forth.

10. Savings Clause.

If any provision(s) of this Agreement is held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provision(s) will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

11. Modification of Agreement

This Agreement may be modified at any time with the mutual written consent of the parties.

12. Complete Agreement.

This Agreement is the full and complete contract between the parties hereto. Any amendments, modifications, or variations from the terms of this Agreement shall be in writing and shall be effective only upon approval of such amendment, modification, or variation by the Board and the Superintendent.

IN WITNESS WHEREOF, the parties hereto have duly approved and executed this Agreement on the day and year above written.

Mit P. Gind

President of the Board

Deborah L Blow

Deborah Blow, Superintendent

[Signature]

Clerk, Board of Trustees

[Signature]

Member

Jan Zilli

Member

[Signature]

Member

**Orcutt Union School District
Employment Contract for District Superintendent
Addendum No. 1**

The Orcutt Union School District Board of Trustees and the District Superintendent Dr. Deborah Blow have agreed upon the following Addendum to Dr. Blow's employment agreement dated July 1, 2015.

1. For contract year 2017-2018, the Superintendent shall receive a one-time, "off schedule" payment in the amount of \$1,280.

GOVERNING BOARD OF THE ORCUTT UNION SCHOOL DISTRICT

By: _____

Dr. James Peterson, President

By: _____

Mr. Robert Buchanan

By: _____

Mrs. Lisa Morinini

By: _____

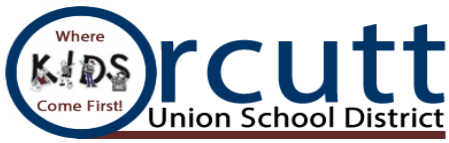
Mrs. Liz Phillips

By: _____

Mr. Robert Hatch

Date of Acceptance

Deborah L. Blow
Deborah Blow, Ed.D., Superintendent



BOARD OF TRUSTEES

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

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Assistant Superintendent
KIRBY FELL
Chief Technology Officer

Where a Dedicated Staff Means
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TO: Dr. Deborah Blow, Superintendent
Board of Trustees

FROM: Susan Salucci, Assistant Superintendent, Human Resources

BOARD MEETING DATE: October 10, 2018

BOARD AGENDA ITEM: Board Policy 4140, 4240, Bargaining Units

BACKGROUND: Policy updated to reflect NEW COURT DECISION (Janus v. AFSCME) which held that public employees cannot be compelled to pay mandatory "fair share service fees" to an employee organization. Policy also reflects NEW LAW (SB 866, 2018) which prohibits districts from deterring or discouraging employees or job applicants from becoming or remaining members of an employee organization and prohibits sharing the date, time, and place of new employee orientations with anyone other than employees, the exclusive representative, or a vendor contracted to provide a service for the orientation. Policy deletes material regarding the employee organization's provision of a financial report, which is required by law to be submitted to the Public Employment Relations Board rather than the district board.

RECOMMENDATION: It is recommended that the Board of Trustees approve the proposed revisions to Board Policy 4140, 4240, Bargaining Units, as submitted.

FUNDING: N/A

Personnel

BARGAINING UNITS

The Board of Trustees recognizes the right of ~~public school~~ **district** employees to form bargaining units, select an employee organization as the exclusive representative of their unit, and be represented by that organization in their employment relationship with the district. The Board is committed to negotiating in good faith with the employee organizations and respecting the rights of employees and employee organizations.

(cf. 4141/4241 - Collective Bargaining Agreement)
(cf. 4143/4243 - Negotiations/Consultation)
(cf. 9000 – Role of the Board)

~~The Board shall negotiate only with the exclusive representative of each bargaining unit. (Government Code 3543.3)~~

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

~~Neither the district nor the employee organization shall impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3543.6)~~

~~(cf. 4119.1/4219.1/4319.1 – Civil and Legal Rights)~~

Formation of Bargaining Units

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

~~Management and Supervisory Employees~~

The district may recognize a bargaining unit of supervisory employees if: (Government Code 3545)

- 1. The bargaining unit includes all supervisory employees.**
- 2. The supervisors are not represented by the same organization that represents employees whom the supervisory employees supervise.**

**(cf. 4300 - Administrative and Supervisory Personnel)
(cf. 4301 - Administrative Staff Organization)
(cf. 4312.1 - Contracts)**

Personnel

BARGAINING UNITS

For this purpose, supervisory employee means any employee, regardless of job description, having the authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, discipline, assign work, direct, adjust grievance of other employees, or effectively recommend that action. The exercise of this authority shall not be merely routine or clerical in nature, but shall require the use of independent judgment. (Government Code 3540.1)

Employees serving in a management, senior management, or confidential position shall not be represented by an exclusive representative. Such employees may represent themselves individually or may be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. ~~When represented by an employee, but that that~~ organization shall not meet and negotiate with the district. (Government Code 3540.1, 3543.4)

~~However, the district may recognize a bargaining unit of supervisors if that unit includes all supervisory employees and if the unit does not represent the employee whom the supervisors supervise. (Government Code 3545)~~

~~(c.f. 4300—Administrative and Supervisory Personnel)~~

~~(c.f. 4301, Administrative Staff Organization)~~

~~(c.f. 4312.1—Contracts)~~

~~Management, supervisory, and confidential positions shall be classified as follows: (Government Code 3540.1, 3543.4))~~

1. Management employee means any employee who has significant responsibilities for formulating district policies or administering district programs, and whose position is designated as a management position by the Board.
2. ~~Supervisory employee means any employee, regardless of job description, having the authority, in the interest of the district, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, discipline, assign work, direct, adjust grievance of other employees, or effectively recommend that action. The exercise of this authority shall not be merely routine or clerical in nature, but shall require the use of independent judgment. (cf. 4301—Administrative Staff Organization)~~
- 3.2. Confidential employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions.

Personnel

BARGAINING UNITS

Membership

The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550)

(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)

The Superintendent or designee may communicate with district employees regarding their rights under the law. Such communications shall be factual and accurate, and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

However, before disseminating to multiple employees any mass communication concerning employees' right to join or support an employee organization or to refrain from joining or supporting an employee organization, such as a written document or script for oral or recorded presentation or message, the Superintendent or designee shall meet and confer with the employees' exclusive representative regarding the content of the communication. If the district and exclusive representative do not come to agreement on the content of the mass communication, the Superintendent or designee may disseminate the district's mass communication provided that, at the same time, copies of the exclusive representative's communication, which shall be of reasonable length, are also distributed. (Government Code 3553)

Access to Employee Orientations and Contact Information

The district shall permit employee organizations access to new employee orientations where newly hired employees are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide employee organizations at least 10 days' notice in advance of an orientation. However, in any specific instance where an unforeseeable, urgent need critical to the district's operation prevents the required 10 days' notice, a shorter notice may be provided. (Government Code 3555.5, 3556)

The structure, time, and manner of the access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative, following a request to negotiate by either party. If the district and exclusive representative fail to reach an agreement, matters related to the access to new employee orientation shall be subject to compulsory interest arbitration. The district and employee organization may mutually agree to submit any dispute to compulsory interest

Personnel

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arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The decision of the arbitrator shall be final and binding on the parties. (Government Code 3556, 3557)

The date, time, and place of the orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), personal email address(es) on file with the district, and home address of any newly hired employee in the bargaining unit, within 30 days of hire or by the first pay period of the month following hire. In addition, the Superintendent or designee shall provide the same information in regard to all employees in the bargaining unit to an exclusive representative at least every 120 days, unless more frequent or detailed lists are required by agreement with the exclusive representative. (Government Code 3558, 6254.3)

However, the Superintendent or designee shall not disclose the home address and any phone numbers on file for employees performing law enforcement-related functions, nor shall he/she disclose the home address, home or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6207 or any employee who provides written request that the information not be disclosed for this purpose. Following receipt of a written request, the district shall remove the employee's home address, home and personal cell phone numbers, and personal email address from any mailing list maintained by the district unless the list is only used by the district to contact the employee. (Government Code 3558, 6207, 6254.3)

(cf. 1340 - Access to District Records)

Membership Dues or Other Payments to an Employee Organization

When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount which has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168)

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An employee organization that certifies that it has and will maintain individual employee authorizations shall handle and process employee written authorizations for payroll deductions. When an employee organization provides such a certification to the district, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and from which employees. The employee organization shall not be required to submit to the district a copy of the written authorization in order for the payroll deductions to be effective. However, when there is a dispute about the existence or terms of the written authorization, a copy of the employee's written authorization shall be submitted to the district. The employee organization shall indemnify the district for any employee claims regarding payroll deductions made by the district in reliance on notification from the employee organization. (Education Code 45060, 45168)

When an employee organization which has declined to certify that it will handle and process employee written authorizations makes a request for payroll deductions, the district shall request a copy of the employee's written authorization before making the payroll deductions. (Education Code 45060, 45168)

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization rather than the district. The employee organization shall be responsible for processing these requests. The district shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. (Education Code 45060, 45168)

Payment of Dues or Service Fee

~~Upon the written request of a recognized employee organization, the Superintendent or designee shall deduct the amount of organization dues or the fair share service fee, determined in accordance with Government Code 3546, from the wages and salary of each employee represented by that employee organization and shall pay that amount to the employee organization. ((Education Code 45060, 46168; Government code 3546).~~

~~Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support any employee organization as a condition of employment. However, such employee may be required to pay an amount equal to the service fee to designated charitable fund. (Government Code 3546.3).~~

~~Each employee organization shall, within 60 days after the end of its fiscal year, provide the PERB~~

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~~Board and the employees who are members of the organization with a detailed financial report consisting of a balance sheet and an operating statement. If the employee organization fails to provide the financial report, the PERB Board may issue an order compelling the organization to provide the financial report or any employee within the organization may petition the PERB Board for such an order. (Government Code 3546.5).~~

~~(c.f. 3460 Financial Reports and Accountability)~~

~~The Superintendent or designee may provide an employee organization with the home address and home telephone number of employees, except any employees performing law Enforcement related functions and any employees who provide written request that the information not be disclosed for this purpose. (Government Code 6254.3)~~

Legal Reference:

EDUCATION CODE

45060-45061.5 Deduction of fees from salary or wage payment, certificated employees

45100.5 Senior management positions

45104.5 Abolishment of senior classified management positions

45108.5 Definition of senior classified management employees

45108.7 Waiver of provisions of 45108.5

45168 Deduction of fees from salary or wage payment, classified employees

45220-45320 Merit system, classified employees

GOVERNMENT CODE

3540-3549.3 Educational Employment Relations Act

3540.1 Definitions

3543.4 Management position: representation

3540.1 Definitions

3543.4 Management position; representation

3545 Appropriateness of unit; basis

3550-3552 Prohibition on public employers deterring or discouraging union membership

3555-3559 Public employee communication, information and orientation

6205-6210 Confidentiality of addresses for victims of domestic violence, sexual assault or stalking

6254.3 Disclosure of employee contact information to employee organization

6503.5 Joint powers agencies

53260-53264 Employment contracts

CODE OF REGULATIONS, TITLE 8

33015-33490 Recognition of exclusive representative; proceedings

33700-33710 Severance of established unit

34020 Petition to rescind organizational security arrangement

34055 Reinstatement of organizational security arrangement

COURT DECISIONS

Janus v. American Federation of State, County and Municipal Employees, Council 31, (2018) 138 S.Ct. 2448

Friedrichs v. California Teachers Association, et al., (2016) 136 S.Ct. 1083

County of Los Angeles v. Service Employees International Union, Local 721, (2013) 56 Cal. 4th

BP 4140 (g)
BP 4240 (g)

Personnel

BARGAINING UNITS

Management Resources:

~~CSBA PUBLICATIONS~~

~~Collective Bargaining DVD-ROM~~

~~Maximizing School Board Governance: Collective Bargaining~~

~~Before the Strike: Planning Ahead in Difficult Negotiations, 1996~~

WEB SITES

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

Association of California School Administrators: <http://www.acsa.org>

California Federation of Teachers: <http://www.cft.org>

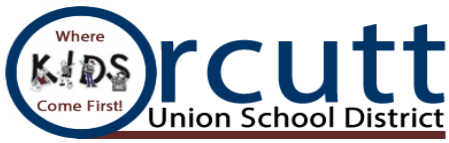
California School Employees Association: <http://www.csea.com>

California Teachers Association: <http://www.cta.org>

Public Employment Relations Board: <http://www.perb.ca.gov>

Policy Adopted: ~~10/10/2012~~ 10/10/18

ORCUTT UNION SCHOOL DISTRICT
Orcutt, California



BOARD OF TRUSTEES

ROB BUCHANAN
ROBERT HATCH
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HOLLY EDDS, Ed.D.
Assistant Superintendent
SUSAN SALUCCI
Assistant Superintendent
KIRBY FELL
Chief Technology Officer

Where a Dedicated Staff Means
KIDS COME FIRST

TO: Dr. Deborah Blow, Superintendent
Board of Trustees

FROM: Susan Salucci, Assistant Superintendent, Human Resources

BOARD MEETING DATE: October 10, 2018

BOARD AGENDA ITEM: Board Policy 4158/4258/4358, Employee Security

BACKGROUND: Policy updated to add staff training on procedures for responding to an active shooter situation, condense options on pepper spray to recommend that any possession of pepper spray by employees require advance written permission, and reflect renumbering of legal cite pertaining to pepper spray. Regulation updated to clarify the reporting of an attack, assault, or threat and to modify section on pepper spray consistent with revisions to the BP.

RECOMMENDATION: It is recommended that the Board of Trustees approve the proposed revisions to Board Policy 4158,4258, 4358, Employee Security, as submitted.

FUNDING: N/A

BP 4158 (a)

BP 4258 (a)

BP 4358 (a)

Personnel

EMPLOYEE SECURITY

The Board of Trustees desires to provide a safe, orderly working environment for all employees. As part of the district's comprehensive school safety plan, the Superintendent or designee shall develop strategies for protecting employees from potentially dangerous persons and situations and for assisting them in the event of an emergency situation.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3515 - Campus Security)

(cf. 5131.4 - Student Disturbances)

~~When~~ Any employee against whom violence or threat of violence has been is directed in the workplace against an employee by any individual and the employee so shall notifies the Superintendent or designee, the Superintendent or designee immediately. As shall take steps to ensure that appropriate, the Superintendent or designee shall initiate legal and security measures to protect the employee and others in the workplace. ~~are instituted.~~ When the employee notifies the Superintendent or designee of a threat of bodily harm, the district shall take appropriate measures to enable the employee to request assistance if a threat occurs on school grounds.

The Superintendent or designee may pursue legal action on behalf of an employee against a student or his/her parent/guardian to recover damages to the employee or his/her property caused by the student's willful misconduct that occurred on district property, at a school or district activity, or in retaliation for lawful acts of the employee in the performance of his/her duties. (Education Code 48904, 48905)

(cf. 3320 - Claims and Actions Against the District)

(cf. 3515.4 - Recovery for Property Loss or Damage)

(cf. 4156.3/4256.3/4356.3 - Employee Property Reimbursement)

(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)

The Superintendent or designee shall ensure that employees ~~are~~ receive training ~~trained~~ in crisis prevention and intervention techniques in order to protect themselves and students. Staff development may include training in classroom management, effective communication techniques, procedures for responding to an active shooter situation, and crisis resolution.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The Superintendent or designee also shall inform teachers, ~~ensure that employees are informed,~~ in accordance with law, regarding of crimes and offenses committed by students who may pose a danger in the classroom. (Education Code 48201, 49079; Welfare and Institutions Code 827)

BP 4158 (a)

BP 4258 (a)

BP 4358 (a)

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The Board recognizes that access to Superintendent or designee may make available at appropriate locations, including, but not limited to, district and school offices, gyms and classrooms, communications devices that would enable two-way communication allows employees to call for assistance from their supervisor or with law enforcement and others when emergencies occur. in the event of a threat of violence or medical emergency. The district shall provide such communications devices in classrooms to the extent possible.

(cf. 5141 - Health Care and Emergencies)

Use of Pepper Spray

Employees may not carry or possess pepper spray on school property or at school activities except when authorized by. On a case by case basis, however, the Superintendent or designee for self-defense purposes. When allowed, an employee may only possess allow the possession of a pepper spray in accordance with administrative regulations and Penal Code 22810. weapon that meets the requirements of Penal Code 12403.7 when justified by unusual dangerous circumstances. Any employee who is negligent or careless in the possession or handling of pepper spray shall be subject to appropriate disciplinary measures.

(cf. 4118 - Suspension/Disciplinary Action)

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

Reporting of Injurious Objects

The Board requires school employees to take immediate action upon being made aware that any person is in possession of a weapon or unauthorized an injurious object on school grounds or at a school-related or school-sponsored activity. The employee shall use his/her own judgment as to the potential dangerousness involved of the situation and , based upon this analysis, shall do one of the following:

1. Confiscate the object and deliver it to the principal immediately
2. Immediately notify the principal, who shall take appropriate action
3. Immediately notify the local law enforcement agency call 911 and the principal

(cf. 3515.7 – Firearms on School Grounds)

(cf. 5131.7 - Weapons and Dangerous Instruments)

(cf. 5144. - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

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

When informing the principal about the possession or seizure of a weapon or dangerous device, the employee shall report the name(s) of persons involved, witnesses, location, and the circumstances of any seizure.

BP 4158 (c)

BP 4258 (c)

BP 4358 (c)

Personnel

Legal Reference:

EDUCATION CODE

32210-32212 Willful disturbance, public schools or meetings

32225-32226 Communication devices

~~35204 Contract with attorney in private practice or use of administrative advisor~~

~~35205 Contract for legal services~~

35208 Liability insurance

35213 Reimbursement for loss, destruction or damage of school property

44014 Report of assault by pupil against school employee

44807 Duty concerning conduct of students

48201 Transfer of student records

48900-48926 Suspension or expulsion Grounds for suspension or expulsion

49079 Notification to teacher; student who has engaged in acts constituting grounds for suspension or expulsion

49330-49335 Injurious objects

CIVIL CODE

51.7 Freedom from violence or intimidation

CODE OF CIVIL PROCEDURE

527.8 Workplace violence safety act

GOVERNMENT CODE

995-996.4 Defense of public employees

3543.2 Scope of representation

PENAL CODE

71 Threatening public officers and employees and school officials

240- **246.3 Assault and batters, especially: Definition of assault**

~~241.2 Assault on school or park property against any person~~

241.3 Assault against school bus drivers

241.6 Assault on school employee includes board member

~~242 Definition of battery~~

~~243 Battery; definition of "injury" and "serious bodily injury"~~

~~243.2 Battery on school or park property against any person~~

243.3 Battery against school bus drivers

243.6 Battery against school employee includes board member

245.5 Assault with deadly weapon; school employee includes board member

290 Registration of sex offenders

601 Trespass by person making credible threat

626.9 Gun-Free School Zone Act of 1995

~~626.10 1 Exceptions to bringing weapons on school grounds~~ **School crimes**

646.9 Stalking

22810 Purchase, possession, and use of tear gas

12403.7 Weapons approved for self defense

WELFARE AND INSTITUTIONS CODE

827 Juvenile court proceedings; reports; confidentiality

828.1 District police or security department, disclosure of juvenile records

COURT DECISIONS

City of San Jose v. William Garbett, (2010) 190 Cal. App. 4th 526

Management Resources:

~~CDE CORRESPONDENCE~~

~~0401.01 Protecting Student Identification in Reporting Injurious Objects~~

WEB SITES

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

~~CDE, Safe Schools and Violence Prevention Office: <http://www.cde.ca.gov/spbranch/safety/safetyhome>~~

California Department of Education, Safe schools and Violence Prevention Office:

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

Regulation Adopted: ~~10/15/08~~ **10/10/18**

ORCUTT UNION SCHOOL DISTRICT
Orcutt, California



HUMAN RESOURCES MEMORANDUM

TO: Dr. Deborah Blow
District Superintendent

FROM: Susan Salucci
Assistant Superintendent of Human Resources

DATE: October 10, 2018

RE: Brandman University Supervised Internship Agreement

BACKGROUND: Brandman University is requesting approval of the Supervised Internship Agreement with the Orcutt Union School District for the School Psychology program.

RECOMMENDATION: It is recommended that the Board of Trustees approve the Brandman University Supervised Internship Agreement for the School Psychology program with the Orcutt Union School District.

FUNDING: N/A



SUPERVISED INTERNSHIP AGREEMENT

Please check below all the applicable supervised fieldwork in which in your District will be participating with Brandman University Santa Maria Campus.

SCHOOL PSYCHOLOGY

EDUCATION ADMINISTRATION

SCHOOL COUNSELING

THIS AGREEMENT is made and entered into by and between Brandman University hereinafter called the "UNIVERSITY," and the Orcutt Union School District, hereinafter called "FIELDWORK SITE."

WHEREAS, an INTERN, as defined in Appendix A, is required to enroll in education courses while serving under the supervision of experienced UNIVERSITY and FIELDWORK SITE professionals, during which time the INTERN shall hold an internship credential granted by the California Commission on Teacher Credentialing, (hereinafter the "COMMISSION").

I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, if so required, to be eligible for supervised fieldwork.
- B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- C. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.

II. RESPONSIBILITIES OF THE FIELDWORK SITE

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.
- B. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.
- C. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or

involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.

- D. To notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.
- E. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- F. The FIELDWORK SITE staff shall comply with APPENDIX B regarding the FIELDWORK SITE's supervision of UNIVERSITY students.
- G. The FIELDWORK SITE acknowledges that each INTERN under this Agreement shall be a paid employee of the FIELDWORK SITE and thus covered under the FIELDWORK SITE'S insurance policies, including Workers' Compensation, to the extent available to other teachers. No intern shall be considered an employee or agent of Brandman University while performing services for the District.

III. THE PARTIES MUTUALLY AGREE

- A. Neither party shall discriminate in the assignment of INTERNS on the basis of race, color, disability, gender, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.
- B. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- C. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK SITE CONTACT INFORMATION:

Orcutt Union School District
500 Dyer Street
Orcutt, CA 93455
Attn: Mary Jane Dwyer, Administrative Assistant,
Certificated Personnel
Tel: (805) 938-8900

UNIVERSITY CONTACT INFORMATION:

Brandman University
16355 Laguna Canyon Road
Irvine, CA 92618
Attn: School of Education, Dean
Fax: (800) 775-0128

- D. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- E. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- F. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this

Appendix A
Definition of Internship

- A. "INTERN" is defined according to the COMMISSION as a person who is enrolled in a COMMISSION-approved internship program and is serving with an Internship Credential issued upon the recommendation of the UNIVERSITY.
- B. INTERNS shall not displace certificated FIELDWORK SITE employees. FIELDWORK SITE further agrees to provide written certification that no person with the appropriate credential, background and qualifications is interested and/or available in the position that is the subject matter of this Agreement.
- C. The internship may continue for a period of up to two years and the credential may be renewed upon a showing of good cause.
- D. The internship program is being implemented in order to provide the INTERN with an opportunity to gain field experience on a paid basis. In the event that the internship is being developed to meet an employment shortage, FIELDWORK SITE agrees to provide a statement regarding the availability of qualified, certificated individuals holding the appropriate credential.
- E. The Internship Credential is issued for service only in the FIELDWORK SITE District and the UNIVERSITY shall notify the COMMISSION of the FIELDWORK SITE'S participation.

Appendix B
Specific Supervision Requirements for Each Program

School Counseling Fieldwork:

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school counselor with at least two years of professional experience.
- B. Provide opportunities for students to gain a broad range of experiences, including experiences in:
 - a. Personal and career assessments
 - b. Personal counseling experience in either an individual or group context
 - c. Experience in School-based programs serving parents and family members
 - d. Observing classroom instruction
 - e. Attending district and school based meetings
 - f. Mapping school-based community resources
 - g. The candidate is to perform, under supervision, the functions of school counselors in school counseling domains.
 - h. Participating in professional development activities.
 - i. Participating in individual or group supervision.
 - j. Learning about and using technology and information systems.
 - k. Learning about Individual differences and student diversity.
- C. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including, (a) elementary, middle school or junior high, and (b) high school.
- D. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school counselor who has at least two years experience in school counseling to serve as the primary supervisor. The student may also work with other experienced school counselors for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- E. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- F. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.
- G. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

I. Specific Supervision Requirements School Psychology Fieldwork:

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school psychologist with at least two years of professional experience.
- B. Provide experiences with a diverse student population.

- C. Provide experiences with a variety of educational programs.
- D. Provide opportunities for students to gain a broad range of experiences, including experiences in:
 - a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
 - b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
 - c. Developing, implementing and evaluating academic and behavioral interventions.
 - d. Providing counseling and other mental health interventions.
 - e. Home, school, community collaboration: working with parents and community members.
 - f. Learning about, helping develop, or evaluating policy, practices and programs.
 - g. Participating in professional development activities.
 - h. Participating in individual or group supervision.
 - i. Learning about and using technology and information systems.
 - j. Learning about Individual differences and student diversity.
- E. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
- F. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least two years experience in School Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- G. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- H. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluations of the student's performance near the end of each university session.
- I. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

School Administration Fieldwork:

- A. The FIELDWORK SITE shall provide student with individual and/or small group supervision from an experienced school administrator.
- B. The FIELDWORK SITE shall provide student with experiences with a diverse student population.
- C. The FIELDWORK SITE shall provide student with experiences with a variety of educational programs.
- D. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual and/or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- E. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university semester.
- F. The FIELDWORK SITE shall ensure that the student will be treated by the FIELDWORK SITE as part of the professional staff and is provided a supportive work environment and adequate supplies. In addition, it shall see that the INTERN is encouraged to participate in district or county committees and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.



HUMAN RESOURCES MEMORANDUM

TO: Dr. Deborah Blow
District Superintendent

FROM: Susan Salucci
Assistant Superintendent of Human Resources

DATE: October 10, 2018

RE: Brandman University Supervised Fieldwork Agreement

BACKGROUND: Brandman University is requesting approval of the Supervised Fieldwork Agreement with the Orcutt Union School District for the School Psychology Program.

RECOMMENDATION: It is recommended that the Board of Trustees approve the Brandman University Supervised Fieldwork Agreement for the School Psychology Program with the Orcutt Union School District.

FUNDING: N/A



SUPERVISED FIELDWORK AGREEMENT

Please check below all the applicable supervised fieldwork in which in your District will be participating with Brandman University Santa Maria Campus.

TEACHER EDUCATION	<input type="checkbox"/>	SCHOOL PSYCHOLOGY	<input checked="" type="checkbox"/>
SCHOOL COUNSELING	<input type="checkbox"/>	EDUCATION ADMINISTRATION	<input type="checkbox"/>

THIS AGREEMENT is made and entered into by and between Brandman University hereinafter called the "UNIVERSITY," and the Orcutt Union School District, hereinafter called "FIELDWORK SITE."

I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, to be eligible for supervised fieldwork including proof of negative TB test current within one year of supervised fieldwork and issuance of finger print clearance.
- B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- C. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.
- D. The UNIVERSITY may provide monetary compensation for services rendered by the FIELDWORK SITE in an amount not to exceed the actual cost of the services rendered by the FIELDWORK SITE per Appendix A.

II. RESPONSIBILITIES OF THE FIELDWORK SITE

- A. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.
- B. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- C. The FIELDWORK SITE staff will provide, upon request by any participating student, such reasonable accommodations at the FIELDWORK SITE as required by law in order to allow qualified disabled students to participate in the program.

- D. To provide for emergency health care of the student in case of accident at the expense of the student.
- E. To provide all participating students with a copy of the FIELDWORK SITE'S rules, regulations, policies, and procedures with which the students are expected to comply and notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.
- F. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- G. The FIELDWORK SITE staff shall comply with APPENDIX B regarding the FIELDWORK SITE'S supervision of UNIVERSITY students.

III. THE PARTIES MUTUALLY AGREE

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.
- B. The FIELDWORK SITE may, for good cause, refuse to accept for field experiences, or terminate the field experience assignment of any student of the UNIVERSITY assigned to the FIELDWORK SITE in writing. Prior to removal of a student, the FIELDWORK SITE shall consult with the UNIVERSITY about its concerns and proposed course of action. The UNIVERSITY may terminate the field experience assignment or student teaching assignment of any student of the UNIVERSITY at the FIELDWORK SITE at any time, and may do so if the FIELDWORK SITE so requests in writing with a statement of reasons why the FIELDWORK SITE desires to have the student withdrawn.
- C. Neither party shall discriminate in the assignment of students on the basis of race, color, disability, sex, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.
- D. The UNIVERSITY agrees to indemnify, hold harmless, and defend the FIELDWORK SITE, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the FIELDWORK SITE because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents, employees, or students.
- E. The FIELDWORK SITE agrees to indemnify, hold harmless, and at the UNIVERSITY'S request, defend the UNIVERSITY, its agencies and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of the FIELDWORK SITE, its agents, or employees.
- F. The parties agree that the students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement. Therefore, regardless of the nature or extent of the acts performed by them, students are not to be considered employees or agents of either the UNIVERSITY or the FIELDWORK SITE for any purpose including Workers' Compensation or any other employee benefit programs. The students shall not be entitled to any monetary remuneration for services performed by them in the course of their training.

- G. The parties mutually agree each shall provide and maintain commercial general liability insurance or self-insurance acceptable to both parties in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Agreement. Each Certificate of Insurance shall specify that should any above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- H. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- I. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- J. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK SITE CONTACT INFORMATION:

Orcutt Union School District
 500 Dyer Street
 Orcutt, CA 93455
 Attn: Mary Jane Dwyer, Administrative
 Assistant, Certificated Personnel
 Tel: (805) 938-8900

UNIVERSITY CONTACT INFORMATION:

Brandman University
 16355 Laguna Canyon Road
 Irvine, CA 92618
 Attn: School of Education, Dean
 Fax: (800) 775-0128

- K. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- L. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- M. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- N. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

IV. TERM AND TERMINATION OF AGREEMENT

- A. THE TERM of this Agreement shall be effective January 1, 2019 and shall continue in full force and effect through December 31, 2021. This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.

- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

SIGNATURES:

FIELDWORK SITE: Signature: _____
 Name: _____
 Title: _____
 Date: _____

UNIVERSITY: Signature: _____
 Name: Phillip L. Doolittle
 Title: Executive Vice Chancellor of Finance and
 Administration and Chief Financial Officer
 Date: _____

Appendix A
Payment for Master Teachers for Teacher Education Fieldwork Only

I. SPECIAL PROVISIONS – RATES and PAYMENTS

- (a) \$ 200 Master Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Multiple and Single Subject Credential candidates.
- (b) \$ 200 Master Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Education Specialist Instruction Credential (Special Education) candidates.

METHOD OF PAYMENT: Stipend is to be paid directly to the Master Teacher.

In the event the assignment of a UNIVERSITY student is terminated by the UNIVERSITY and/or the FIELDWORK SITE for any reason after the student has been in student teaching and has been at the assignment for a minimum of two weeks, MASTER TEACHER shall receive payment for one assignment on account of each student as though there had been no termination of the assignment. Said payment is to exceed no more than six (6) units per session of terminated assignment. In the event the field experience of a UNIVERSITY student is terminated by the UNIVERSITY and/or the MASTER TEACHER for any reason after the student has been in the field experience for a minimum of two weeks, MASTER TEACHER shall receive payment for one assignment on account of each student as though there had been no termination of the assignment.

Within thirty (30) days following the close of each session or academic session of the UNIVERSITY, the MASTER TEACHER shall submit an invoice and I-9 form as provided and signed to them by the UNIVERSITY, to the UNIVERSITY for payment at the rate provided therein for all field experiences provided by the FIELDWORK SITE under and in accordance with this agreement during said session. This process may be altered according to individual districts procedures as to the manner in which the invoicing will proceed so long as the parties mutually agree to such alteration in advance.

Appendix B
Specific Supervision Requirements for Each Program

Teacher Education Fieldwork:

- A. "Field Experience" as used herein and elsewhere in this agreement means active participation in the duties and function of classroom under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the field experience is provided, and have completed a minimum of three years successful teaching experience. "Student Teaching" is used herein and elsewhere in this agreement means participation in the duties and function of classroom teaching under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid, teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching experience is provided, and have completed a minimum of three years successful teaching experience.
- B. The UNIVERSITY'S Teacher Education Policy provides that student teachers without emergency or substitute permits may not be asked by the school districts to serve and be paid for substitute teaching as, under California law, student teachers are not certificated personnel and as they require full-time supervision. Those holding substitute or emergency permits may substitute for their master teacher only (a maximum of four (4) days only): when s/he is ill; when it is determined by the principal that this is in the best interest of the students in the classroom as well as the candidate; after the first four weeks of the first assignment; and/or when the candidate is paid.
- C. "Session of Student Teaching," for Multiple Subject and Single Subject Credential candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- D. "Session of Student Teaching," for Education Specialist Instruction Credential (Special Education) candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- E. An assignment of a Multiple Subject and Single Subject Credential candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a two eight (8) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- F. An assignment of an Education Specialist Instruction Credential (Special Education) candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a single eight (8) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- G. The assignment of a UNIVERSITY student to field experiences and student teaching at FIELDWORK SITE shall be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper FIELDWORK SITE officials the assignment papers or other documents provided by the UNIVERSITY effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

School Counseling Fieldwork:

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school counselor with at least two years of professional experience.
- B. Provide opportunities for students to gain a broad range of experiences, including experiences in:
 - a. Personal and career assessments
 - b. Personal counseling experience in either an individual or group context
 - c. Experience in School-based programs serving parents and family members
 - d. Observing classroom instruction
 - e. Attending district and school based meetings
 - f. Mapping school-based community resources
 - g. The candidate is to perform, under supervision, the functions of school counselors in school counseling domains.
 - h. Participating in professional development activities.
 - i. Participating in individual or group supervision.
 - j. Learning about and using technology and information systems.
 - k. Learning about Individual differences and student diversity.
- C. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including, (a) elementary, middle school or junior high, and (b) high school.
- D. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school counselor who has at least two years experience in school counseling to serve as the primary supervisor. The student may also work with other experienced school counselors for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- E. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- F. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.
- G. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

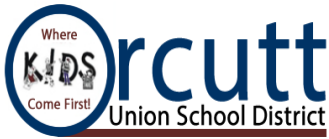
I. **Specific Supervision Requirements School Psychology Fieldwork:**

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school psychologist with at least two years of professional experience.
- B. Provide experiences with a diverse student population.
- C. Provide experiences with a variety of educational programs.
- D. Provide opportunities for students to gain a broad range of experiences, including experiences in:

- a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
 - b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
 - c. Developing, implementing and evaluating academic and behavioral interventions.
 - d. Providing counseling and other mental health interventions.
 - e. Home, school, community collaboration: working with parents and community members.
 - f. Learning about, helping develop, or evaluating policy, practices and programs.
 - g. Participating in professional development activities.
 - h. Participating in individual or group supervision.
 - i. Learning about and using technology and information systems.
 - j. Learning about Individual differences and student diversity.
- E. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
- F. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least two years experience in School Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- G. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- H. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluations of the student's performance near the end of each university session.
- I. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

School Administration:

- A. The FIELDWORK SITE shall provide student with individual and/or small group supervision from an experienced school administrator.
- B. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual and/or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- C. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.



HUMAN RESOURCES MEMORANDUM

TO: Dr. Deborah Blow
District Superintendent

FROM: Susan Salucci
Assistant Superintendent of Human Resources

DATE: October 10, 2018

RE: Hiring of Variable Term Waiver for Jeri Sharpe for an Elementary Physical Education position (Pine Grove School)

BACKGROUND: On May 10, 2018, the District posted a Notice of Vacancy on the District website, at each school site, on EdJoin, and sent an email to all staff advertising the need for full-time elementary physical education teachers. The District anticipated the need for two additional elementary PE teachers based on the approval of the 2018-19 LCAP plan. Between the time of the posting and the approval of the two additional positions, the District received notice from one of the current staff that they would not be returning in 2018-19, increasing the need to three teachers. The District increased one part-time elementary PE teacher to full-time and hired one full-time, fully credentialed physical education teacher and one full-time teacher on a provisional intern permit for the 2018-19 school year. With the approval of the LCAP and increase in the number of physical education teachers needed, one position was still needed. The District has continued to advertise the position and has sent the Notice of Vacancy / Job Posting to local California Universities that offer a physical education credential program and requested the vacancy be posted at the University Career Center's job board. The District received six applications for the position, two were hired, one has completed the credential program (Jeri Sharpe) but has not passed one or more required exams for the credential and the others did not hold a credential and are not currently in a program to obtain one.

Jeri Sharpe is an ideal candidate for the Variable Term Waiver with her background of seven years as an Instruction Aid in PE. She has a BA in liberal studies and recently completed her MA in teaching. She meets all the State requirements to obtain a Variable Term Waiver. Because she has completed all requirements for her elementary credential except the RICA exam, she is not eligible for a university intern credential. She is registered to take the RICA exam in October. Because she has not yet met subject matter for PE, she is not eligible for the emergency PIP or STSP permits. She has completed 11 semester units of PE and is short 1 unit for subject matter, but has completed 2 of the 3 CSET exams required for the Physical Education single subject credential and is registered to take the remaining exam in November.

RECOMMENDATION: It is recommended that the Board of Trustees approve the use of a Variable Term Waiver to hire Jeri Sharpe as a full-time Physical Education teacher with the Orcutt Union School District for the 2018-19 school year.

FUNDING: N/A



TECHNOLOGY SERVICES MEMORANDUM

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

FROM: Kirby Fell
Chief Technology Officer

BOARD MEETING DATE: October 10, 2018

BOARD AGENDA ITEM: Educational Technology Academy Purchases

BACKGROUND: We received a total of 86 applications to participate in our Educational Technology academies for the 2018-19 school year. The selection process has been completed for all academies. As part of our technology plan to increase student and teacher access to technology and provide professional develop to promote 21st Century Skills, we plan to offer the following:

- Chromebook Academy: 9 teachers
- Digital Media Academy: 7 teachers
- iPad Academy: 11 teachers
- STEAM Leader Academy: 22 teachers

Apple iPads, MacBooks, Apple TVs	\$239,838.72
Lenovo Chromebooks	\$89,217.00
Vizio Projection Systems	\$24,124.38
Lock N Charge iPad Storage Carts	\$26,979.41
AverCharge Chromebook Storage Carts	\$13,407.48
Digital Media Equipment (Estimate)	\$10,000.00
Educational Apps for iPads/Chromebooks	\$10,000.00
TOTAL	\$413,566.99

RECOMMENDATION: Staff recommends approval of additional equipment and services to expand and support the district's educational technology academies.

FUNDING: One-Time Money from Fund 01 (General Fund and Fund 09 (Charter Fund)