

ORCUTT UNION SCHOOL DISTRICT
Regular Meeting of the Board of Trustees
Wednesday, November 10, 2021

Closed Session – 6:00 P.M. Public Session – 6:30 P.M.

Los Alamos MUR, 480 Centennial Street, Los Alamos, CA 93440

By Order of the Santa Barbara County Public Health Department and the California Department of Public Health K-12 Guidance, Attendees are Required to Wear a Face Covering

CALL TO ORDER 6:00 P.M.

A. Pledge of Allegiance

CLOSED SESSION PUBLIC COMMENTS

This section of the agenda is intended for members of the public to address the Board of Trustees on items that are being considered in Closed Session. Those wishing to speak about items during Closed Session are reminded to fill out a *Request for Public Comment Form*, which can be obtained from Julie Payne and submitted prior to the time the presiding officer calls for Closed Session Public Comment. Requests to speak can also be emailed to Julie Payne at jpayne@orcutt-schools.net and state that you want to make a public comment. Please indicate what agenda item you would like to speak about.

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.

ADJOURN TO CLOSED SESSION

A. 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. Holly Edds, 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 section 54956.9(d) (0).

RECONVENE TO PUBLIC SESSION 6:30 P.M.

A. Public Report on Action Taken in Closed Session

B. Adoption of November 10, 2021 Agenda

Moved _____ Second _____ Vote _____

C. **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*, which can be obtained from Julie Payne and submitted prior to the time the presiding officer calls for Public Comment. Requests to speak can also be emailed to Julie Payne at jpayne@orcutt-schools.net and state that you to make a public comment. Please indicate what agenda item you would like to speak about. An item not on the agenda must be addressed during the Public Comment segment of the agenda.

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.

ITEMS SCHEDULED FOR INFORMATION/DISCUSSION

- A. Superintendent's Report
An opportunity for the Superintendent to share matters of special interest or importance which are not on the board agenda and/or special presentations of district programs or activities such as curriculum/instructional updates, timely events/information, and district activities.
1. OAHS ASB Update
 2. COVID-19 Update
 3. Educator Effectiveness Block Grants
 4. Orcutt Academy Charter K-8 Update
- B. Items from the Board
- C. Public Comment
As previously announced, speakers are allowed a maximum of three (3) minutes to address the Board. The Board will limit any response to public comments to brief statements, referral to staff, or referral to a future board meeting.
- D. Written Communication
Documents addressed to or by board members as communications during a Board of Education meeting is 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. Certificated Personnel Action Report
- B. Classified Personnel Action Report
- C. Hiring of Additional Charter School Coaches for the 2021-2022 School Year
- D. Approval of Warrants
- E. Minutes, Regular Board Meeting Minutes, October 13, 2021
- F. Minutes, Special Curriculum Board Meeting Minutes, October 27, 2021
- G. Minutes, Special Closed Session Board Meeting, November 3, 2021
- H. BP 1313, Civility, for the Second Reading
- I. BP 4112.42, 4212.42, 4312.42, Drug and Alcohol Testing for School Bus Drivers, for the Second Reading
- J. BP 4158, 4258, 4358 Employee Security, for the Second Reading
- K. BP 5141.4, Child Abuse Prevention and Reporting, for the Second Reading
- L. BP 5141.52, Suicide Prevention, for the Second Reading
- M. BP 5145.9, Hate-Motivated Behavior, for the Second Reading
- N. BP 5145.12, Search and Seizure, for the Second Reading
- O. BP 5148, Child Care and Development, for the Second Reading
- P. BP 7211, Developer Fees, for the Second Reading
- Q. Orcutt Jr. High School Administration Building: RDZ Change Order #005
- R. Olga Reed Electrical Upgrade Project: Change Order #001
- S. Amended MOU Agreement with Guadalupe Union School District

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

Moved _____

Second _____

Vote _____

ITEMS SCHEDULED FOR ACTION

A. GENERAL

1. Set Annual Organizational Meeting

It is recommended that the Board of Trustees set its Annual Organizational Meeting for December 15, 2021, with Public Session beginning at 6:30 p.m. in the District Office Board Room, 500 Dyer Street, Orcutt, CA.

Moved _____ Second _____ Vote _____

B. BUSINESS SERVICES

1. Youth League Facility Agreements: Orcutt National Little League, Orcutt American Little League, and Orcutt Youth Softball

It is recommended that the Board of Trustees approve the Youth League Facility Agreements, as submitted.

Moved _____ Second _____ Vote _____

2. Board Policy 3516.5, Emergency Schedules

Staff recommends that the Board of Trustees approve the revised Board Policy 3516.5 Emergency Schedules, for the first reading and that it be placed on the next Consent Agenda for the second reading.

Moved _____ Second _____ Vote _____

C. EDUCATIONAL SERVICES

1. Board Policy 6120 Response to Instruction and Intervention

It is recommended that the Board of Trustees approve the new Board Policy 6120 Response to Instruction and Intervention, for the first reading and that it be placed on the next Consent Agenda for the second reading.

Moved _____ Second _____ Vote _____

2. Board Policy 6146.1 High School Graduation Requirements

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

Moved _____ Second _____ Vote _____

3. Board Policy 6164.4 Identification of Individuals for Special Education

It is recommended that the Board of Trustees approve the revision to Board Policy 6164.4 Identification of Individuals for Special Education, for the first reading and that it be placed on the next Consent Agenda for the second reading.

Moved _____ Second _____ Vote _____

4. Board Policy 6164.41 Children with Disabilities Enrolled by Their Parents in Private School

It is recommended that the Board of Trustees approve the new Board Policy 6164.41 Children with Disabilities Enrolled by Their Parents in Private School, for the first reading and that it be placed on the next Consent Agenda for the second reading.

Moved _____ Second _____ Vote _____

5. Board Policy 6164.5 Student Success Teams

It is recommended that the Board of Trustees approve the revisions to Board Policy 6164.5 Student Success Teams, for the first reading and that it be placed on the next Consent Agenda for the second reading.

Moved _____

Second _____

Vote _____

D. HUMAN RESOURCES

1. University of Massachusetts Global School Counseling Fieldwork Site/Practicum Agreement

It is recommended that the Board of Trustees approve the University of Massachusetts Global School Counseling Fieldwork Site/Practicum Agreement, as submitted.

Moved _____

Second _____

Vote _____

2. Board Policy 4131 Staff Development

It is recommended that the Board of Trustees approve the revised Board Policy BP 4131 Staff Development, for the first reading and that it be placed on the next Consent Agenda for the second reading.

Moved _____

Second _____

Vote _____

3. Ratification of the Renewal of the Agreement with Certificated Management and Classified Management

It is recommended that the Board of Trustees ratify the change in the Management and Administrative Agreement, as submitted.

Moved _____

Second _____

Vote _____

GENERAL ANNOUNCEMENTS

- A. Unless otherwise noticed, the next regular board meeting is scheduled for Wednesday, December 15, 2021, beginning with Closed Session starting at 6:00 p.m., Public Session at 6:30 p.m. in the District Office Board Room, 500 Dyer Street, Orcutt, CA. There will be a Special Board Meeting on Monday, December 6, 2021, beginning at 6:00 pm in the District Office Board Room, 500 Dyer Street, Orcutt, CA.

ADJOURN TO CLOSED SESSION (If Needed)

- A. Public Report on Action Taken in Closed Session

ADJOURN

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

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



Orcutt Union School District

Certificated Personnel Action Report

November 10, 2021

TO: Dr. Holly Edds, Superintendent

FROM: Susan Salucci, Assistant Superintendent / Human Resources

RE: Recommendations for Board Approval and Ratification

NAME	SCHOOL	CLASS/STEP	SALARY	EFFECTIVE DATE	ACTION INFORMATION
Baldwin, Beth	Lakeview JHS	Extra Duty	\$40/hr	9/24/21	Worked Prep, 1 hr
Birdsall, Swapna	Alice Shaw	Hourly	\$28	2021-22	Support Teacher, 26 hrs wk
Bloom, Loren	Orcutt JHS	Extra Duty	\$40/hr	9/3/21	Worked Prep, 1 hr
Bluem, Kristy	Patterson Road	Extra Duty	\$40/hr	9/16/21	Math Training, 2 hrs
Brady, Laura	Lakeview JHS	Extra Duty	\$40/hr	9/7/21 9/1-9/29/21 9/24/21	Staff Development (outside contract time), 4 hrs Edgeunity, 16 hrs Worked Prep, 1 hr
Brickey, Patrick	Lakeview JHS	Extra Duty	\$40/hr	9/1-9/29/21	After School Homework Club, 4 hrs
Cedillo, Monica	Orcutt Academy HS	Extra Duty	\$40/hr	9/9-9/16/21	Senior Parent/Financial Aid Night, 3 hrs
Clardy, Daniel	Alice Shaw	Hourly	\$28	9/7/21	Long Term Sub Duties outside work day, 4 hrs
Coburn, Josie	Orcutt Academy HS	Extra Duty	\$40/hr	9/9-9/23/21	Jazz Band/Drumline, 16.5 hrs
Culbara, Graham	Orcutt Academy HS	Extra Duty	\$40/hr	9/27/21	Worked Prep, 1 hr
Cutler, Elizabeth	Lakeview JHS	Extra Duty	\$50/ea	9/15-9/29/21	Sports Supervisor, 3 games
Day, Michelle	Orcutt Academy HS	Extra Duty	\$40/hr	9/8-9/31/21	Home & Hospital, 8.5 hrs
DelValle, Daniel	Alice Shaw	Hourly	\$28	2021-22	Support Teacher, 26 hrs wk
Duft, Jamie	Ralph Dunlap	Extra Duty	\$40/hr	9/16/21	Math Training, 2 hrs
Edds, John	District	Hourly	\$28	9/2-9/13/21	ELPAC, 12 hrs
Ens, Anne	Orcutt JHS	Hourly	\$28	9/13-9/23/21	Worked Prep, 1.58 hrs
Eubanks, Lauren	Orcutt Academy HS	Extra Duty	\$40/hr	9/1/21	Career Tech PLC, 1 hr
Flatley, Lauren	Orcutt JHS	Extra Duty	\$40/hr	9/13/21	Worked Prep, 1.5 hrs
Gonzalez, Susana	Orcutt Academy HS	Extra Duty	\$40/hr	9/29/21	Worked Prep, 1.5 hrs

*To be prorated

NAME	SCHOOL	CLASS/STEP	SALARY	EFFECTIVE DATE	ACTION INFORMATION
Harris, Steven	Orcutt JHS	Extra Duty	\$40/hr	9/21-9/23/21	Career Tech PLC, 3 hrs
Hemphill, Juliann	Orcutt Academy Schools	Hourly	\$20	9/10-9/27/21 9/13-9/27/21	Webmaster, 4 hrs Grant Writer, 4 hrs
Henry, Kristi	Joe Nightingale	Extra Duty	\$48.32/hr	9/1-9/17/21	Resource Support, 29.5 hrs
Hernandez, Selina	Lakeview JHS	Extra Duty	\$40/hr	9/16-9/24/21	Worked Prep, 2 hrs
Johns, JoLynn	District	Hourly	\$30	9/1-9/30/21	Home & Hospital, 27.25 hrs
Johnson, Cameran	Lakeview JHS	Hourly	\$28	2021-22	Academic Support, 4 hrs wk
Jones, Bill	Orcutt Academy HS	Daily Hourly	\$140 \$28	9/13-9/17/21 9/9/21	Shadow for Long Term Sub, 5 days Long Term Sub Duties outside work day, 1.5 hrs
Joseph, Joy	Patterson Road	Stipend	\$211	2021-22	Battle of the Books Advisor
Kirby, Jeff	Orcutt JHS	Extra Duty	\$40/hr	9/23/21	Worked Prep, .75 hr
Lara, Nichol	Alice Shaw	Hourly	\$28	2021-22	Support Teacher, 26 hrs wk
Locken, Virginia	Orcutt Academy HS	Extra Duty IV-1	\$40/hr \$53,002*	10/1/21 2021-22	Worked Prep, 1 hr Correction to Years of Service Error
Manich, Cher	District	Extra Duty	\$40/hr	9/16/21	New Teacher Training, 2 hrs
Martinez, Maritza	District	Extra Duty	\$40/hr	9/8-10/1/21	Home & Hospital, 18 hrs
Mason, Josh	Orcutt Academy HS	Extra Duty	\$40/hr	10/1/21	Worked Prep, 1 hr
McKee, Vada	Orcutt JHS	VI-6	\$68,582*	2021-22	Completed Master's Degree
Millan, Laurie	Alice Shaw	Hourly	\$28	2021-22	Support Teacher, 26 hrs wk
Millin, Genevieve	Orcutt Academy HS	Extra Duty	\$40/hr	9/23/21	Worked Prep, 1.5 hrs
Nordwall, Jubilee	Orcutt JHS	Extra Duty	\$40/hr	9/13/21	Worked Prep, .75 hr
Oliver, Michelle	District	Hourly	\$28	9/1-9/8/21	ELPAC, 10.5 hrs
Pawley, Jeff	Lakeview JHS	Extra Duty	\$40/hr	9/24/21	Worked Prep, 1 hr
Perez, Ana	Orcutt Academy HS	Extra Duty	\$40/hr	9/9-9/16/21	Senior Parent/Financial Aid Night, 3 hrs
Ramirez, Amanda	Pine Grove	Stipend	\$750	2021-22	One time stipend for added Autism Authorization
Rianda, Terry	District	Hourly	\$50	9/22-9/30/21	Induction Mentor, 3 hrs New Teacher Mentor, 2 hrs
Riezebos, Analise	Alice Shaw	IV-4	\$58,512	2021-22	Submitted units for movement and completed Master's degree
Rohwedder, Anthony	Orcutt Academy HS	Stipend	\$800	2021-22	Varsity Baseball Assistant Coach
Salvesen, Kris	District	Hourly	\$28	9/1-9/9/21	ELPAC, 13.5 hrs
Sanders, Greg	Lakeview JHS	Extra Duty	\$40/hr	9/23-9/30/21 9/24/21	After School Homework Club, 2 hrs Worked Prep, 1 hr

*To be prorated

NAME	SCHOOL	CLASS/STEP	SALARY	EFFECTIVE DATE	ACTION INFORMATION
Scarry, Jill	Orcutt JHS	Extra Duty	\$40/hr	9/23/21	Worked Prep, .85 hr
Schell, Adrienne	Alice Shaw	Daily	\$140	9/22-9/24/21	Shadow for Long Term Sub, 3 days
Shaw, John Thomas	Joe Nightingale	Daily	\$140	9/14-9/15/21	Shadow for Long Term Sub, 2 days
Slezak, Sarah	District	Extra Duty	\$40/hr	9/1-9/29/21	After School Music, 5 hrs
Slovak, Julie	District	Extra Duty	\$40/hr	9/16/21 9/20-9/23/21	New Teacher Training, 2 hrs Leadership, 4 hrs
Smith, Tim	Lakeview JHS	Extra Duty	\$40/hr	9/2-9/28/21	After School Homework Club, 4 hrs
Snow, Cory	Lakeview JHS	Extra Duty	\$40/hr	9/26/21	Worked Prep, 1 hr
Sternjacob, Zach	Lakeview JHS	Extra Duty	\$40/hr \$50/ea	9/22/21 9/2-9/30/21 9/23/21	After School Homework Club, 1 hr Detention, 7 hrs Sports Supervisor, 1 game
Taubenheim, Aniko	District	Extra Duty	\$40/hr	9/16/21 9/20-9/23/21	New Teacher Training, 2 hrs Leadership, 4 hrs
Thompson, Linda	District	Hourly	\$28	9/1-9/24/21	ELPAC, 14.5 hrs
Tolentino, Natalia	Joe Nightingale	Hourly	\$28	2021-22	Art Enrichment, 17 hrs wk
Trotter, Crystal	Orcutt JHS	Extra Duty	\$40/hr	9/30/21	Worked Prep, 3 hrs
Vertrees, Katie	Lakeview JHS	Extra Duty	\$50/ea	9/29/21	Sports Supervisor, 1 game
Wells, John	Orcutt Academy HS	Extra Duty	\$40/hr	9/23/21	Worked Prep, 1.5 hrs
Zamudio, Kelli	Orcutt JHS	Extra Duty	\$40/hr	9/13/21	Worked Prep, .75 hr

*To be prorated



Orcutt Union School District
 Classified Personnel Action Report
 November 10, 2021

TO: Holly Edds, Ed.D.

FROM: Susan Salucci, Assistant Superintendent/Human Resources

RE: Recommendations for Board Approval

Name	Site/Dept.	Classification	Step/ Range	Hours	Rate of Pay	Effective	Action/Information
Batiste, Nao	Patterson	Noon Duty Supervisor	6/1	2.0	\$14.00 per hr.	10/04/2021	Permanent/Probationary
Beas, Kariann	Orcutt Academy K-8	Instructional Assistant	8/6	3.75	\$18.06 per hr.	10/11/2021	New position
Borunda, Christina	Nightingale	Instructional Assistant, 2	13/3	3.5	\$17.64 per hr.	10/25/2021	Permanent/Probationary
Carrier, Laura	Technology	Data Specialist	31/6		\$31.85 per hr.	10/01/2021	Substitute, pay out of class
English, Pam	Campus Connection	Director of Child Care Services	III	8.0	\$150.00 per mo.	01/01/2022	Longevity – 15 years
Espinoza, Abraham	Maintenance	Utility Worker, Substitute	18		\$16.36 per hr.	10/06/2021	Substitute
Estrada, Amanda	Patterson	Noon Duty Supervisor	6/1	2.0	\$14.00 per hr.	10/06/2021	Permanent/Probationary
Flegel, Ginny	Patterson	Media Specialist, Substitute	15	24 per wk.	\$15.18 per hr.	10/20/2021	Substitute
Gerber, Jill	Orcutt JH	Instructional Assistant, 1	12/6	3.5	2.5% of salary	09/01/2021	Special Needs Stipend
McGinnis, Sharon	Orcutt JH	Media Specialist	15/6	24 per wk.	\$125.00 per mo.	11/01/2021	Longevity – 10 years
Neely, Debra	Pine Grove	Instructional Assistant, 1	12/6	3.5	\$19.93 per hr.	10/26/2021	Resignation
Padilla, Vanessa	Nightingale	Instructional Assistant	8/3	3.75	\$15.59 per hr.	11/19/2021	Resignation
Patterson, Susana	District Office	Bilingual Receptionist/Sub Coordinator	19/5	8.0	\$3,925 per mo.	10/11/2021	Resignation
Pita, Cailey	Orcutt Academy HS	Student Worker			\$14.00 per hr.	09/01/2021	Student Worker
Rubalcava, Maria	Health Services	Licensed Vocational Nurse	27/5	6.0	\$25.00 per mo.	09/01/2021	Phone Stipend
Singh, Amita	Campus Connection	Child Care Assistant	7/6	3.75	\$17.61 per hr.	01/10 – 01/31/2022	Request unpaid leave of absence (16 days)

ORCUTT ACADEMY CHARTER SCHOOL

ORCUTT UNION SCHOOL DISTRICT

TO: Dr. Holly Edds
District Superintendent

FROM: Susan Salucci 
Assistant Superintendent of Human Resources

DATE: November 10, 2021

RE: ***NOTIFICATION TO BOARD – HIRING OF ADDITIONAL CHARTER
SCHOOL COACHES FOR 2021-22 SCHOOL YEAR***

Orcutt Academy Charter HS:

Varsity Baseball, Asst.

Anthony Rohwedder

*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

Checks Dated 10/05/2021 through 11/01/2021

Board Meeting Date November 10, 2021

Check Number	Check Date	Pay to the Order of	Check Amount
01-667451	10/11/2021	A-Z Bus Sales	230.88
01-667452	10/11/2021	Aardvark Clay & Supplies, Inc.	1,236.62
01-667453	10/11/2021	Ai-Media Technologies LLC	356.00
01-667454	10/11/2021	Alexander, Kathryn	17.92
01-667455	10/11/2021	Amazon Capital Services, Inc.	8,835.76
01-667456	10/11/2021	ANIXTER INC.	69.40
01-667457	10/11/2021	Anthony Smith	125.00
01-667458	10/11/2021	Aramark Uniform Services	1,827.14
01-667459	10/11/2021	Attainment Company, Inc.	2,373.05
01-667460	10/11/2021	Barajas, Julissa M	54.36
01-667461	10/11/2021	Believe Productions, Inc. Spirit Gear, Custom Pro Direct	2,258.20
01-667462	10/11/2021	Bornhoft, Kristin A	21.94
01-667463	10/11/2021	California IT in Education	1,000.00
01-667464	10/11/2021	Carolina Biological Supply Co	252.67
01-667465	10/11/2021	Carquest Auto Parts	357.63
01-667466	10/11/2021	Casa Pacifica	11,000.00
01-667467	10/11/2021	Casmalia Community Services District	206.50
01-667468	10/11/2021	CDW Government Inc.	28,176.12
01-667469	10/11/2021	Cen-Cal Mechanical, Inc.	3,005.57
01-667470	10/11/2021	Colbi Technologies Inc.	5,000.00
01-667471	10/11/2021	Comphealth Medical Staffing	2,895.38
01-667472	10/11/2021	Culligan Drinking Water Co	90.45
01-667473	10/11/2021	Dick Blick Art Materials	168.66
01-667474	10/11/2021	Eagle Energy, Inc.	261.40
01-667475	10/11/2021	Ednas Bakery	1,094.70
01-667476	10/11/2021	FedEx	21.28
01-667477	10/11/2021	Ferguson Enterprises Inc #1350	201.12
01-667478	10/11/2021	Frontier	636.28
01-667479	10/11/2021	George Chavez	90.00
01-667480	10/11/2021	Giavannis Pizza Inc	127.85
01-667481	10/11/2021	Gold Star Foods	24,539.18
01-667482	10/11/2021	Golden State Water Company	3,506.37
01-667483	10/11/2021	Harris, Steven C	47.04
01-667484	10/11/2021	Hayward Lumber Co	182.68
01-667485	10/11/2021	Heacock Trailers & Truck Accessories, Inc.	1,570.35
01-667486	10/11/2021	Honeycutt Hardware, LLC dba Oak Knolls Hardware	414.59
01-667487	10/11/2021	Houghton Mifflin Harcourt School	8,400.00
01-667488	10/11/2021	House Sanitary Supply	2,268.53
01-667489	10/11/2021	Industrial Medical Group of Santa Maria Valley	225.00
01-667490	10/11/2021	John E. Edwards Southern Charm LLC	1,375.34
01-667491	10/11/2021	John H. Salter	90.00
01-667492	10/11/2021	John Payne	130.00
01-667493	10/11/2021	Jordano Inc	662.79
01-667494	10/11/2021	Kelly Lund	915.07
01-667495	10/11/2021	Ken Vertrees Printers, Inc	271.20
01-667496	10/11/2021	KENCO Construction Services	16,920.00
01-667497	10/11/2021	Lakeshore Learning Materials	1,588.65
01-667498	10/11/2021	LHP Music, Inc. Nick Rail Music	418.07
01-667499	10/11/2021	Lompoc High School	200.00

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

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Checks Dated 10/05/2021 through 11/01/2021

Board Meeting Date November 10, 2021

Check Number	Check Date	Pay to the Order of	Check Amount
01-667500	10/11/2021	Los Alamos Comm. Svcs. Distr	1,686.05
01-667501	10/11/2021	Maxim Healthcare Svcs. Inc.	15,878.00
01-667502	10/11/2021	Melendez, Cynthia	14.17
01-667503	10/11/2021	Meridith Nguyen	525.00
01-667504	10/11/2021	Michele L. Douglass MD School Solutions, Inc.	13,325.00
01-667505	10/11/2021	Mission Linen Supply	508.06
01-667506	10/11/2021	Mosyle Corporation	4.58
01-667507	10/11/2021	Nimco	552.12
01-667508	10/11/2021	Office Depot	4,972.57
01-667509	10/11/2021	OReilly Auto Parts	297.27
01-667510	10/11/2021	P&R Paper Supply Co	7,266.93
01-667511	10/11/2021	Pacific Gas & Electric	331.87
01-667512	10/11/2021	Pearson Education, Inc.	6,320.85
01-667513	10/11/2021	Pizza Results LLC	25.00
01-667514	10/11/2021	PMD Consulting, Inc.	2,400.00
01-667515	10/11/2021	Producer's Dairy Food, Inc.	12,723.95
01-667516	10/11/2021	Ramin, Ginger M	136.08
01-667517	10/11/2021	Ray Morgan Company	190.72
01-667518	10/11/2021	ReadyRefresh by Nestle	177.05
01-667519	10/11/2021	Romine, Timothy B	50.00
01-667520	10/11/2021	SALT Software, LLC	2,084.01
01-667521	10/11/2021	Samela, Inc.	193.90
01-667522	10/11/2021	Santa Maria Recreation & Parks	305.50
01-667523	10/11/2021	Save Mart Supermarkets/foodmax	72.90
01-667524	10/11/2021	SB County Ed. Office SBCEO	47,300.00
01-667525	10/11/2021	SB County Ed. Office SBCEO	32,050.00
01-667526	10/11/2021	Scholastic	676.21
01-667527	10/11/2021	SISC	608,042.70
01-667528	10/11/2021	Smart And Final	319.10
01-667529	10/11/2021	Smith Pipe & Supply	1,765.14
01-667530	10/11/2021	Sousa Tire Service LLC.	1,930.76
01-667531	10/11/2021	Star Drug Testing	75.00
01-667532	10/11/2021	Streator Pipe & Supply	316.35
01-667533	10/11/2021	Sysco Ventura	32,599.22
01-667534	10/11/2021	Tammy Hartman	125.00
01-667535	10/11/2021	Taylor, Nicholas E	68.45
01-667536	10/11/2021	Tech Time Communications Inc	1,486.25
01-667537	10/11/2021	The Berry Man	620.35
01-667538	10/11/2021	The Gas Company	164.12
01-667539	10/11/2021	Therapro Inc	123.20
01-667540	10/11/2021	Timothy Buckley	130.00
01-667541	10/11/2021	U.S. Bank Equipment Finance	7,746.22
01-667542	10/11/2021	United Staffing Assoc., LLC	434.12
01-667543	10/11/2021	Urquhart, Kristina M	163.97
01-667544	10/11/2021	Verizon Wireless	469.80
01-667545	10/11/2021	Voyager Sopris	873.05
01-667546	10/11/2021	Western Exterminator Company	92.65
01-668428	10/18/2021	Amazon Capital Services, Inc.	8,092.23
01-668429	10/18/2021	Asbury Environmental Services	95.00

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

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Checks Dated 10/05/2021 through 11/01/2021			Board Meeting Date November 10, 2021
Check Number	Check Date	Pay to the Order of	Check Amount
01-668430	10/18/2021	Avila Valley Barn	432.00
01-668431	10/18/2021	California Dept. Tax & Fee Admin. Motor Carrier Office	156.00
01-668432	10/18/2021	Catron, Susan R	274.62
01-668433	10/18/2021	CED - Orange/L.A.	43.83
01-668434	10/18/2021	Coburn, Jocelyn M	32.03
01-668435	10/18/2021	Comphealth Medical Staffing	2,900.98
01-668436	10/18/2021	CustomInk Parent, LLC CustomInk, LLC	396.05
01-668437	10/18/2021	Dannis, Woliver, Kelley	20,870.91
01-668438	10/18/2021	Dori Sikes	120.00
01-668439	10/18/2021	ExxonMobil	345.36
01-668440	10/18/2021	Ferguson Enterprises Inc #1350	57.61
01-668441	10/18/2021	George Chavez	90.00
01-668442	10/18/2021	Golden State Water Company	2,023.04
01-668443	10/18/2021	Gopher Sports	143.62
01-668444	10/18/2021	Harbor Freight Tools Usa, Co	19.56
01-668445	10/18/2021	Houghton Mifflin Harcourt Scho	2,466.40
01-668446	10/18/2021	Howard Hall	135.00
01-668447	10/18/2021	Images Screen Printing	94.60
01-668448	10/18/2021	Impulse Advanced Communication	3,704.06
01-668449	10/18/2021	John H. Salter	180.00
01-668450	10/18/2021	Lakeshore Learning Materials	23.14
01-668451	10/18/2021	Learnix, LLC UltimateSLP	924.84
01-668452	10/18/2021	Maxim Healthcare Svcs. Inc.	37,301.70
01-668453	10/18/2021	Mc Graw Hill Holdings, LLC	8,145.77
01-668454	10/18/2021	More Office Solutions Ray Morgan Company	15,442.15
01-668455	10/18/2021	Mullen, Debbie D	55.00
01-668456	10/18/2021	Office Depot	2,326.00
01-668457	10/18/2021	Orcutt Fuel Services, LLC Splash N Dash, Orcutt	77.00
01-668458	10/18/2021	Pearson Education, Inc.	6,182.60
01-668459	10/18/2021	Procure Janitorial Supply, Inc	781.88
01-668460	10/18/2021	Riverside Assessments, LLC Riverside Insights	14,822.06
01-668461	10/18/2021	S & L Safety Products	2,487.41
01-668462	10/18/2021	Santa Maria Ca News Media Inc. Santa Maria Times	83.16
01-668463	10/18/2021	Slezak, Sarah D	48.33
01-668464	10/18/2021	Smith Pipe & Supply	715.30
01-668465	10/18/2021	Thompson, Shannon	55.00
01-668466	10/18/2021	Valley Fencing	5,310.00
01-668467	10/18/2021	WaveDivision Holdings, LLC Wave Broadband	10,883.76
01-668468	10/18/2021	Western Exterminator Company	150.00
01-669320	10/25/2021	19six Architects	42,683.53
01-669321	10/25/2021	Aeries Software	600.00
01-669322	10/25/2021	Almadin, Rose	5.60
01-669323	10/25/2021	Amazon Capital Services, Inc.	3,835.23
01-669324	10/25/2021	ANIXTER INC.	689.05
01-669325	10/25/2021	Aramark Uniform Services	74.10
01-669326	10/25/2021	Arroyo Grande High School	400.00
01-669327	10/25/2021	Arvin High School	425.00
01-669328	10/25/2021	Astra Industrial	112.00
01-669329	10/25/2021	Atascadero High Scl-Athletics	500.00

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Checks Dated 10/05/2021 through 11/01/2021

Board Meeting Date November 10, 2021

Check Number	Check Date	Pay to the Order of	Check Amount
01-669330	10/25/2021	ATS	216.00
01-669331	10/25/2021	Avila Valley Barn	400.00
01-669332	10/25/2021	Avila Valley Barn	400.00 *
Cancelled on 11/01/2021, Cancel Register # 3835306			
01-669333	10/25/2021	Avila Valley Barn	400.00
01-669334	10/25/2021	Bernardo, Mary Jane	55.00
01-669335	10/25/2021	Brickey, Patrick E	35.09
01-669336	10/25/2021	Brieske, Michael	761.22
01-669337	10/25/2021	BSN Sports, LLC	219.62
01-669338	10/25/2021	CA CO Supt ED Srvs Ass	450.00
01-669339	10/25/2021	Cannon Corporation	13,634.00
01-669340	10/25/2021	Cen-San, Inc	2,070.96
01-669341	10/25/2021	Charles A. Simmons	90.00
01-669342	10/25/2021	Ciervo, Andrew J	7.53
01-669343	10/25/2021	City Motors Towing	200.00
01-669344	10/25/2021	City Of Santa Maria Landfill Services	75.00
01-669345	10/25/2021	Coastal Ag	271.24
01-669346	10/25/2021	Coastal Enterprises	6,135.46
01-669347	10/25/2021	Comphealth Medical Staffing	2,875.78
01-669348	10/25/2021	Connolly, Lydia M	55.00
01-669349	10/25/2021	Culver Newlin Inc	8,785.18
01-669350	10/25/2021	Diesel Injection Systems, Inc	3,642.45
01-669351	10/25/2021	Division Of State Architect	80,756.49
01-669352	10/25/2021	Dori Sikes	120.00
01-669353	10/25/2021	Duston, Ann M	59.88
01-669354	10/25/2021	Eagle Energy, Inc.	10,129.58
01-669355	10/25/2021	Edds, Holly C	324.80
01-669356	10/25/2021	Edds, John T	15.21
01-669357	10/25/2021	Engel & Gray, Inc.	1,521.97
01-669358	10/25/2021	Fence Factory	58.73
01-669359	10/25/2021	Ferguson Enterprises Inc #1350	290.80
01-669360	10/25/2021	George Chavez	108.00
01-669361	10/25/2021	Golden State Water Company	202.00
01-669362	10/25/2021	Golden State Water Company	116.08
01-669363	10/25/2021	Golden State Water Company	1,781.29
01-669364	10/25/2021	Gorman, Andrew	761.22
01-669365	10/25/2021	Guided Discoveries, Inc.	2,475.00
01-669366	10/25/2021	Heuchert, Marianne R	39.20
01-669367	10/25/2021	Home Depot Credit Services	2,004.87
01-669368	10/25/2021	Home Motors	201.42
01-669369	10/25/2021	House Sanitary Supply	2,132.56
01-669370	10/25/2021	Howard's Kleine Werks	1,000.21
01-669371	10/25/2021	Impulse Advanced Communication	41.98
01-669372	10/25/2021	Industrial Medical Group of Santa Maria Valley	430.00
01-669373	10/25/2021	John H. Salter	96.00
01-669374	10/25/2021	Learning A-Z	118.00
01-669375	10/25/2021	Michelle Aguilar	412.50
01-669376	10/25/2021	MidState Containers Sales, Inc	134.69
01-669377	10/25/2021	Noble Power Equipment	256.42

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Checks Dated 10/05/2021 through 11/01/2021			Board Meeting Date November 10, 2021
Check Number	Check Date	Pay to the Order of	Check Amount
01-669378	10/25/2021	Office Depot	2,733.12
01-669379	10/25/2021	OReilly Auto Parts	384.74
01-669380	10/25/2021	Pape Kenworth	349.02
01-669381	10/25/2021	Pre Con Industries, Inc DBA Premier Drywall	40,122.58
01-669382	10/25/2021	Pro-Ed Inc.	1,846.32
01-669383	10/25/2021	Procure Janitorial Supply, Inc	4,952.73
01-669384	10/25/2021	Quincon, Inc.	124,671.38
01-669385	10/25/2021	Quinn Rental Services	110.00
01-669386	10/25/2021	RDZ Contractors, Inc.	287,014.12
01-669387	10/25/2021	S & L Safety Products	3,103.20
01-669388	10/25/2021	Santa Barbara County Parks Community Services	1,065.00
01-669389	10/25/2021	School Health	1,083.74
01-669390	10/25/2021	School Service, Inc.	157.24
01-669391	10/25/2021	SISC II Student Accident Coverage	300.00
01-669392	10/25/2021	Smith Alarms & Electronics Inc .	630.00
01-669393	10/25/2021	Smith Pipe & Supply	37.86
01-669394	10/25/2021	St Joseph High School	600.00
01-669395	10/25/2021	Stanbury	941.74
01-669396	10/25/2021	Starfall Education	270.00
01-669397	10/25/2021	Streator Pipe & Supply	2,068.78
01-669398	10/25/2021	Swank Movie Licensing Usa	550.00
01-669399	10/25/2021	Taubenheim, Aniko M	38.92
01-669400	10/25/2021	Tech Time Communications Inc	12,930.00
01-669401	10/25/2021	The Gas Company	2,025.86
01-669402	10/25/2021	Timothy Buckley	130.00
01-669403	10/25/2021	Turf Star, Inc Western Equipment	369.83
01-669404	10/25/2021	TVJ Sons HSM, Inc	44,396.29
01-669405	10/25/2021	United Staffing Assoc., LLC	217.06
01-669406	10/25/2021	UPS	18.16
01-669407	10/25/2021	US Games BSN Sports LLC	149.00
01-669408	10/25/2021	Western Exterminator Company	300.00
01-669409	10/25/2021	WPS	502.47
01-670309	11/01/2021	Allan Swanson	87.00
01-670310	11/01/2021	Alyson Leah Germelman Wood	4,000.00
01-670311	11/01/2021	Amazon Capital Services, Inc.	2,692.96
01-670312	11/01/2021	Avila Valley Barn	255.82
01-670313	11/01/2021	Bay Alarm	535.50
01-670314	11/01/2021	Brickey, Patrick E	108.00
01-670315	11/01/2021	BSN Sports, LLC	213.18
01-670316	11/01/2021	Carr's Boots and Western Wear	150.00
01-670317	11/01/2021	CCSS	225.00
01-670318	11/01/2021	CDW Government Inc.	24,394.60
01-670319	11/01/2021	CED - Orange/L.A.	133.20
01-670320	11/01/2021	Center for the Collaborative Classroom	839.19
01-670321	11/01/2021	Central City Tool Supply	18.48
01-670322	11/01/2021	Central Coast Playgrounds	20,100.00
01-670323	11/01/2021	Comphealth Medical Staffing	2,876.90
01-670324	11/01/2021	Continental Press, Inc	566.59
01-670325	11/01/2021	Creative Bus Sales, Inc.	363.91

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Checks Dated 10/05/2021 through 11/01/2021

Board Meeting Date November 10, 2021

Check Number	Check Date	Pay to the Order of	Check Amount
01-670326	11/01/2021	David Andrade	87.00
01-670327	11/01/2021	Eagle Energy, Inc.	251.87
01-670328	11/01/2021	Edds, Holly C	134.20
01-670329	11/01/2021	Fence Factory	84.83
01-670330	11/01/2021	Ferguson Enterprises Inc #1350	69.01
01-670331	11/01/2021	Follett School Solutions, Inc.	8,326.89
01-670332	11/01/2021	Garold Shaffer	89.00
01-670333	11/01/2021	Giavannis Pizza Inc	154.45
01-670334	11/01/2021	Golden State Water Company	5,106.65
01-670335	11/01/2021	Golden State Water Company	5,447.70
01-670336	11/01/2021	Golden State Water Company	1,450.71
01-670337	11/01/2021	Graham, Jana L	100.39
01-670338	11/01/2021	Greg Verch	25.00
01-670339	11/01/2021	Images Screen Printing	2,936.25
01-670340	11/01/2021	Julio Alvarez DBA Julio's Door Service	1,700.00
01-670341	11/01/2021	Kelly Lund	481.27
01-670342	11/01/2021	Kevin Peck	87.00
01-670343	11/01/2021	Landscape Structures, Inc	61,634.48
01-670344	11/01/2021	Literacy Resources, LLC	644.71
01-670345	11/01/2021	Local Copies	467.31
01-670346	11/01/2021	Lozano Smith, LLP	18,331.10
01-670347	11/01/2021	Lynn Music	320.00
01-670348	11/01/2021	Markerboard People Inc	510.00
		Unpaid Tax	44.63
		Expensed Amount	554.63
01-670349	11/01/2021	Maxim Healthcare Svcs. Inc.	17,858.45
01-670350	11/01/2021	MidState Containers Sales, Inc	134.69
01-670351	11/01/2021	Mission Linen Supply	450.45
01-670352	11/01/2021	News 2 You, Inc	3,216.12
01-670353	11/01/2021	Noble Power Equipment	1,037.45
01-670354	11/01/2021	Office Depot	2,823.21
01-670355	11/01/2021	O'Reilly Auto Parts	362.50
01-670356	11/01/2021	Pacific Gas & Electric	40,521.79
01-670357	11/01/2021	PAUL ALVAREZ	75.00
01-670358	11/01/2021	Perma-Bound	715.67
01-670359	11/01/2021	Pizza Results LLC	25.00
01-670360	11/01/2021	Procure Janitorial Supply, Inc	1,213.37
01-670361	11/01/2021	Rayne Water Conditioning, Inc.	341.23
01-670362	11/01/2021	School Health	1,604.78
01-670363	11/01/2021	Smart And Final	127.64
01-670364	11/01/2021	Smith Pipe & Supply	592.70
01-670365	11/01/2021	SMV Physical Therapy Group Inc	12,370.00
01-670366	11/01/2021	Sprint Wireless	2,280.84
01-670367	11/01/2021	Tennis Warehouse	434.73
01-670368	11/01/2021	TeraWolf Technologies, Inc.	3,650.60
01-670369	11/01/2021	U.S. Bank Corporate Pymt. Sys.	20,575.80
01-670370	11/01/2021	United Staffing Assoc., LLC	217.06
01-670371	11/01/2021	Valley Awards Francine Maiden Bracamonte	300.62
01-670372	11/01/2021	Valley Fencing	14,050.00

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Checks Dated 10/05/2021 through 11/01/2021 **Board Meeting Date November 10, 2021**

Check Number	Check Date	Pay to the Order of	Check Amount
01-670373	11/01/2021	Zearn Inc.	34,200.00
Total Number of Checks			292
			<u>2,146,759.93</u>

	Count	Amount
Cancel	1	400.00
Net Issue		<u>2,146,359.93</u>

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	215	662,957.36
09	Charter Schl Spec Rev Fund	68	59,577.37
12	Child Dvlpmt Fund	5	1,924.44
13	Cafeteria Spec Rev Fund	30	85,331.55
14	Deferred Maintenance Fund	5	113,714.48
21	Building Fund 1	10	614,856.66
67	Self-Insurance Fund 1	1	608,042.70
Total Number of Checks		291	2,146,404.56
Less Unpaid Tax Liability			44.63
Net (Check Amount)			<u>2,146,359.93</u>

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

**ORCUTT UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
REGULAR MEETING MINUTES
October 13, 2021**

CALL TO ORDER

A regular meeting of the Board of Trustees of the Orcutt Union School District was held on Wednesday, October 13, 2021, in the District Board Room, beginning with Melanie Waffle calling Public Session to order at 6:00 p.m. The Pledge of Allegiance was led by Joe Dana. Members Present: Waffle, Steller, Henderson, Morinini, and Phillips. Administrators Present: Edds, Dana and Taylor.

CLOSED SESSION PUBLIC COMMENTS

No Closed Session Public Comments

ADJOURN TO CLOSED SESSION

It was moved by Lisa Morinini seconded by Mark Steller and carried to adjourn to Closed Session at 6:01 p.m. Ayes: Waffle, Steller, Henderson, Morinini, and Phillips.

RECONVENE TO PUBLIC SESSION

The meeting reconvened to Public Session at 6:31 p.m. Melanie Waffle reported that by vote of 5-0, the Board approved settlement of a Special Education dispute matter of Student v. School District, OAH Case No. 2021070204

SUPERINTENDENT'S REPORT

Hannah Zuckerbraun, president of OAHS ASB, updated the board on all the ASB activities happening at Orcutt Academy. Joe Schmidt, Ralph Dunlap Principal, Caitlin Voss, Ralph Dunlap ASB Advisor, and the members of the Ralph Dunlap Student Council gave a presentation to the Board regarding what Student Council is, the different roles that team members play, and a glimpse as some of the fun activities that they have planned for the 2021-2022 school year.

PUBLIC COMMENT

Monique Segura gave an OEA update and thanked Susan Salucci for the continued collaboration and communication between OUSD and OEA. April Sargent expressed her concern regarding the COVID-19 vaccine mandate. Lata Murti spoke about the effects that COVID-19 has had on students and would like the schools to provide opportunities/outlets for students to express feelings. Alicia Penrod and Phyllis Jackson shared their thoughts and reasoning as to why each Jr. High should each have a full-time Vice Principal.

ITEMS FROM THE BOARD

Liz Phillips loves having students being able to participate in Board Meetings once again. Lisa Morinini thanked all of those that have reached out to her to share their thoughts and concerns regarding various topics. She is also excited to have sports and activities back on school campuses. Mark Steller thanked everyone that has shared their thoughts and feelings with the Board and love seeing the smiling faces at Board meetings. Shaun Henderson thanked teachers and staff for their hard work and dedication. Melanie expressed her gratitude regarding the quick action and turnaround of the new fencing at the Casmalia school site.

CONSENT AGENDA ITEMS

- A. Classified Personnel Action Report
- B. Certificated Personnel Action Report
- C. Hiring of Additional Charter School Coaches for the 2021-2022 School Year
- D. Hiring of Additional Orcutt Union School District Coaches for the 2021-2022 School Year
- E. Approval of Warrants
- F. Minutes, Regular Board Meeting, September 8, 2021
- G. BP 3230, Federal Grant Funds, for the Second Reading
- H. Statement of Assurances for K12 Strong Workforce Program
- I. Williams/Valenzuela Uniform Complaints Quarterly Report
- J. OAHS Boys Varsity Soccer Overnight Trip in December 2021
- K. OAHS Girls Varsity Soccer Overnight Trip in December 2021
- L. OAHS Girls Varsity Basketball Overnight Trip in December 2021
- M. OAHS Robotics Overnight Trip in October 2021
- N. Orcutt Jr. High School Administration Building: RDZ Change Order #004

It was moved by Liz Phillips, seconded by Shaun Henderson and carried to approve consent agenda items A-N, as submitted. Ayes: Waffle, Steller, Henderson, Morinini, and Phillips.

ACTION AGENDA ITEMS

Gift Acceptance

It was moved by Shaun Henderson, seconded by Lisa Morinini and carried to accept the donation of \$500 to Pine Grove for outdoor play equipment, PBIS rewards, and other student recognition from the Kiwanis of Orcutt as submitted. Ayes: Waffle, Steller, Henderson, Morinini, and Phillips.

Board Policy 1313, Civility

It was moved by Shaun Henderson, seconded by Mark Steller and carried to approve the revisions made to Board Policy 1313 Civility for the first reading, and that it be placed on the next Consent Agenda for the second reading. Ayes: Waffle, Steller, Henderson, Morinini, and Phillips.

Ratification of Proposal from RDZ Contractors Inc. to Perform Parking Lot Repair, Permeable Paver Replacement and Additional Storm Drain Improvements at the Pine Grove Upper Parking Lot

It was moved by Lisa Morinini, seconded by Shaun Henderson and carried to approve the Ratification of Proposal from RDZ Contractors, as submitted. Ayes: Waffle, Steller, Henderson, Morinini, and Phillips

Board Policy 7211, Developer Fees

It was moved by Shaun Henderson, seconded by Liz Phillips and carried to approve the revised Board Policy 7211 Developer Fees for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Waffle, Steller, Henderson, Morinini, and Phillips.

Approve Professional Services Agreement with Soils Engineering, Inc. to Perform Site Drainage Survey at Orcutt Academy High School for the Multiuse Room Project

It was moved by Lisa Morinini, seconded by Mark Steller and carried to approve the Professional Services Agreement with Soils Engineering, Inc., as submitted. Ayes: Waffle, Steller, Henderson, Morinini, and Phillips.

Approve Purchase of a New District Vehicle

It was moved by Shaun Henderson, seconded by Lisa Morinini and carried to approve the purchase of a new district vehicle, as submitted. Ayes: Waffle, Steller, Henderson, Morinini, and Phillips.

Public Hearing – Safe Return to In-Person Instruction

No Comment

Approve Safe Return to In-Person Instruction Plan

It was moved by Mark Steller, seconded by Shaun Henderson and carried to approve the Safe Return to In-Person Instruction Plan, as submitted. Ayes: Waffle, Steller, Henderson, Morinini, and Phillips.

Board Policy 5141.4, Child Abuse Prevention and Reporting

It was moved by Liz Phillips, seconded by Lisa Morinini and carried to approve the revised Board Policy 5141.4 Child Abuse Prevention and Reporting for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Waffle, Steller, Henderson, Morinini, and Phillips.

Board Policy 5141.52, Suicide Prevention

It was moved by Mark Steller, seconded by Liz Phillips and carried to approve the revised Board Policy 5141.52 Suicide Prevention for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Waffle, Steller, Henderson, Morinini, and Phillips.

Board Policy 5145.12, Search and Seizure

It was moved by Lisa Morinini, seconded by Mark Steller and carried to approve the revised Board Policy 5145.12 Search and Seizure for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Waffle, Steller, Henderson, Morinini, and Phillips.

Board Policy 5145.9, Hate Motivated Behavior

It was moved by Shaun Henderson, seconded by Liz Phillips and carried to approve the revised Board Policy 5145.9 Hate Motivated Behavior for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Waffle, Steller, Henderson, Morinini, and Phillips.

Board Policy 5148, Child Care and Development

It was moved by Lisa Morinini, seconded by Shaun Henderson and carried to approve the revised Board Policy 5148 Child Care and Development for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Waffle, Steller, Henderson, Morinini, and Phillips.

Approval of Orcutt Union School District Elementary and Secondary School Emergency Relief (ESSER) III Expenditure Plan

It was moved by Lisa Morinini, seconded by Shaun Henderson and carried to approve the ESSER III Expenditure Plan, as submitted. Ayes: Waffle, Steller, Henderson, Morinini, and Phillips.

Board Policy 4112.42, 4212.42, 4312.42, Drug and Alcohol Testing for School Bus Drivers

It was moved by Shaun Henderson, seconded by Lisa Morinini and carried to approve the revised Board Policy 4112.42, 4212.42, 4312.42, Drug and Alcohol Testing for School Bus Drivers for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Waffle, Steller, Henderson, Morinini, and

Phillips.

Board Policy 4158, 4258, 4358, Employee Security

It was moved by Liz Phillips, seconded by Mark Steller and carried to approve the revised Board Policy 4158, 4258, 4358 Employee Security for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Waffle, Steller, Henderson, Morinini, and Phillips.

2022-2023 School Calendar

It was moved by Mark Steller, seconded by Lisa Morinini and carried to approve the 2022-2023 school calendar, as submitted.

GENERAL ANNOUNCEMENTS

Unless otherwise noticed, the next regular board meeting is scheduled for Wednesday, November 10, 2021, with Closed Session starting at 6:00 p.m., Public Session at 6:30 p.m. in the Olga Reed MUR, 480 Centennial St., Los Alamos, CA. There will be a Special Curriculum Board Meeting on Wednesday, October 27, 2021, 6:00 p.m. in the District Office Board Room, 500 Dyer St., Orcutt, CA 93455

ADJOURN TO CLOSED SESSION

It was moved by Liz Phillips, seconded by Mark Steller and carried to adjourn to Closed Session at 7:27 PM. Ayes: Waffle, Steller, Henderson, Morinini, and Phillips.

RECONVENE TO PUBLIC SESSION AND ADJOURN MEETING

Melanie Waffle reported no action was taken in closed session. It was moved by Liz Phillips seconded by Shaun Henderson and carried to adjourn the meeting at 8:37 p.m. Ayes: Waffle, Steller, Henderson, Morinini and Phillips.

Holly Edds, Ed.D., Board Secretary

Mark Steller, Clerk, Board of Trustees

**ORCUTT UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
SPECIAL CURRICULUM BOARD
MEETING
Wednesday, October 27, 2021**

CALL TO ORDER

A Special Curriculum meeting of the Board of Trustees of the Orcutt Union School District was held on Wednesday, October 27, 2021, beginning with Melanie Waffle calling Public Session to order at 6:00 p.m., Liz Phillips led the Pledge of Allegiance. Members Present: Waffle, Steller, Henderson, Morinini, and Phillips. Administrators: Edds, Salucci, and Dana. It was moved by Mark Steller seconded by Liz Phillips and carried to adopt the October 27, 2021, agenda, as presented. Ayes: Waffle, Steller, Henderson, Morinini and Phillips.

PUBLIC COMMENTS

None

SPECIAL CURRICULUM BOARD MEETING – School Site Updates: Single Plans for Student AchievementAll School Principals spoke to the Board regarding Single Plans for Student Achievement.

GENERAL ANNOUNCEMENTS

Unless otherwise noticed, the next regular board meeting is scheduled for Wednesday, November 10, 2021, with Closed Session starting at 6:00 p.m., Public Session at 6:30 p.m. in the Olga Reed MUR, 480 Centennial St., Los Alamos, CA. There will be a Special Curriculum Board Meeting on Wednesday, October 27, 2021, 6:00 p.m. in the District Office Board Room, 500 Dyer St., Orcutt, CA 93455

ADJOURN TO CLOSED SESSION

It was moved by Liz Phillips, seconded by Mark Steller and carried to adjourn to Closed Session at 7:16 PM. Ayes: Waffle, Steller, Henderson, Morinini, and Phillips.

RECONVENE TO PUBLIC SESSION AND ADJOURN MEETING

Melanie Waffle reported no action was taken in closed session. It was moved by Shaun Henderson seconded by Mark Steller and carried to adjourn the meeting at 8:33 p.m. Ayes: Waffle, Steller, Henderson, Morinini and Phillips.

Holly Edds, Ed.D., Board Secretary

Mark Steller, Clerk, Board of Trustees

**ORCUTT UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
SPECIAL CLOSED BOARD MEETING
Wednesday, November 3, 2021**

CALL TO ORDER

A Special Curriculum meeting of the Board of Trustees of the Orcutt Union School District was held on Wednesday, November 3, 2021, beginning with Melanie Waffle calling Public Session to order at 8:00 a.m., Mark Steller led the Pledge of Allegiance. Members Present: Waffle, Steller, and Henderson. Administrators: Edds and Salucci. It was moved by Mark Steller seconded by Shaun Henderson and carried to adopt the November 3, 2021, agenda, as presented. Ayes: Waffle, Steller, and Henderson.

CLOSED SESSION PUBLIC COMMENTS

None

ADJOURN TO CLOSED SESSION

It was moved by Shaun Henderson, seconded by Mark Steller and carried to adjourn to Closed Session at 8:02 AM. Ayes Waffle, Steller, and Henderson.

RECONVENE TO PUBLIC SESSION AND ADJOURN MEETING

Melanie Waffle reported no action was taken in closed session. It was moved by Mark Steller seconded by Shaun Henderson and carried to adjourn the meeting at 8:07 p.m. Ayes: Waffle, Steller, and Henderson.

GENERAL ANNOUNCEMENTS

Unless otherwise noticed, the next regular board meeting is scheduled for Wednesday, November 10, 2021, with Closed Session starting at 6:00 p.m., Public Session at 6:30 p.m. in the Los Alamos MUR, 480 Centennial St., Los Alamos, CA.

Holly Edds, Ed.D., Board Secretary

Mark Steller, Clerk, Board of Trustees

CIVILITY

The Governing Board recognizes the impact that civility has on the effective operation of the district, including its role in creating a safe and positive school climate and enabling a focus on student well-being, learning, and achievement. The Board believes that each person should be treated with dignity and respect in their interactions within the school community.

The Board understands that the First Amendment provides strong protection for speech. However, the Board expects that all speech and expression will comport with norms of civil behavior on district grounds, in district facilities, during district activities or events, and in the use of district electronic/digital systems and platforms.

Civil behavior is polite, courteous, and reasonable behavior, which is respectful to others and includes integrity, honesty, acceptance, timeliness, dependability, observance of laws and rules, and effective communication.

The Board and district staff shall model civil behavior as an example of behavior that is expected throughout the district. Practices that promote civil behavior include actively listening, giving full attention to the speaker, and refraining from interruptions; welcoming and encouraging participation, input, and feedback through stakeholder engagement; promptly responding to concerns; and embracing varying and diverse viewpoints. Such practices may be incorporated into governance standards adopted by the Board or Superintendent and/or professional standards or codes of conduct for employees as specified in district policies and regulations.

Students, staff, parents/guardians, and community members should be educated in the recognition, development, and demonstration of civil behavior. The Superintendent or designee may incorporate related concepts in the curriculum, provide staff development activities, and/or communicate this policy to the school community.

Students, staff, parents/guardians, and community members shall not communicate or behave in a manner that causes disruption; hinders the orderly conduct of district operations, the educational program, or any other district program or activity; or creates an unsafe learning or working environment. The Superintendent or designee may respond to disruptive, violent, or threatening behavior in accordance with law and as specified in BP/AR 3515.2 - Disruptions.

Behavior by students or staff that is discriminatory, harassing, or intimidating, including sexual harassment, bullying, and/or hate violence, or behavior that is in any other way unlawful, is prohibited and is subject to discipline in accordance with law and as specified in district policy and regulations.

State

CA Constitution Article 1, Section 2: Freedom of speech and expression

CA Constitution Article 1, Section 28(c): Right to Safe Schools

Civ. Code 51.7: Freedom from violence or intimidation

Ed. Code 200-264: Educational equity

Ed. Code 32210: Willful disturbance of public school or meeting

CIVILITY

- Ed. Code 32211: Threatened disruption or interference with classes
- Ed. Code 32212: Classroom interruptions
- Ed. Code 32280-32289.5: Comprehensive safety plan
- Ed. Code 35181: Governing board authority to set policy on responsibilities of students
- Ed. Code 35291-35291.5: Rules
- Ed. Code 44050: Employee code of conduct; interaction with students
- Ed. Code 44807: Teachers' duty concerning conduct of students
- Ed. Code 44810: Willful interference with classroom conduct
- Ed. Code 44811: Disruption of classwork or extracurricular activities
- Ed. Code 48900-48926: Suspension and expulsion
- Ed. Code 48907: Exercise of free expression; rules and regulations
- Ed. Code 49330-49335: Injurious objects
- Gov. Code 54954.3: Opportunity for public to address legislative body
- Gov. Code 54957.9: Disorderly conduct of general public during meeting; clearing of room
- Pen. Code 243.5: Assault or battery on school property
- Pen. Code 415.5: Disturbance of peace of school
- Pen. Code 422.55: Definition of hate crime
- Pen. Code 422.6: Civil rights; crimes
- Pen. Code 626-626.11: School crimes
- Pen. Code 627-627.10: Access to school premises
- Pen. Code 653.2: Electronic communication devices, threats to safety
- Pen. Code 653b: Loitering about schools or public places
- Federal Description
- U.S. Constitution: Amendment 1, Freedom of speech and expression
- Management Resources
- California Department of Education Publication: California's Social and Emotional Learning: Guiding Principles, 2018
- California Department of Education Publication: Social and Emotional Learning in California: A Guide to Resources, 2018
- Commission on Teacher Credentialing Publication: California Professional Standards for Educational Leaders, February 2014
- Court Decision: Baca v. Moreno Valley Unified School District, (1996) 936 F. Supp. 719
- Court Decision: Hazelwood School District v. Kuhlmeier, (1988) 108 S. Ct. 562
- Court Decision: City of San Jose v. William Garbett, (2010) 190 Cal. App. 4th 526
- Court Decision: Norse v. City of Santa Cruz, (9th Cir. 2010) 629 F3d 966
- CSBA Publication: Professional Governance Standards for School Boards
- CSBA Publication: Superintendent Governance Standards
- Nat'l Policy Board For Educational Administration: Professional Standards for Educational Leaders, October 2015
- Website: National Policy Board for Educational Administration
- Website: National School Safety Center
- Website: Center for Safe and Responsible Internet Use
- Website: California Office of the Attorney General
- Website: National Council for the Social Studies
- Website: Commission on Teacher Credentialing
- Website: CSBA
- Website: California Department of Education
- Website: U.S. Department of Education
- Website: U.S. Equal Employment Opportunity Commission

Personnel

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS

The **Governing** Board of Trustees desires to ensure that district-provided transportation is safe for students, staff, and the public. To that end, the Superintendent or designee shall establish a drug and alcohol testing program designed to prevent the operation of busses or the performance of other safety-sensitive functions by a driver who is under the influence of drugs or alcohol, including a driver of a school bus, student activity bus, or other school transportation vehicle or any other employee who holds a commercial driver's license which is necessary to perform duties related to district employment.

~~(cf. 3540—Transportation)
(cf. 3542 School Bus Drivers)
(cf. 3543—Transportation Safety and Emergencies)
(cf. 4020 Drug and Alcohol Free Workplace)
(cf. 4112.41/4212.41/4312.41—Employee Drug Testing)~~

A driver shall not report for duty or remain on duty when ~~he/she~~ **the driver** has used any drug listed in 21 CFR 1308.11. A driver is also prohibited from reporting for duty or remaining on duty when **the driver** ~~he/she~~ has used any drug listed in 21 CFR 1308.12-1308.15, unless **the driver** ~~he/she~~ is using the drug under the direction of a physician who has advised **the driver** ~~him/her~~ that the substance will not adversely affect the driver's ability to safely operate a bus. **(49 CFR 382.213)** In addition, a driver shall not consume alcohol while on duty **and/or performing safety-sensitive functions**, or for four hours prior to on-duty time. **(49 CFR 382.205, 382.207 382.201-382.209, 382.213)**

Drivers shall submit to drug and alcohol testing as required under federal law and specified in the accompanying administrative regulation. The district's testing program **for drivers** shall include pre-employment drug testing and reasonable suspicion, random, post-accident, return-to-duty, and follow-up drug and alcohol testing of drivers. (49 USC 31306; 49 CFR 382.301-382.311)

The Board ~~Superintendent or designee~~ shall contract for testing services upon verifying that the personnel are appropriately qualified and/or certified and that testing procedures conform to federal regulation.

Except as otherwise provided by law, the Superintendent or designee shall not release individual test results or medical information about a driver to a third party without the driver's specific written consent. (49 CFR 40.321)

Consequences Based on Test Results

No driver shall be temporarily removed from the performance of safety-sensitive functions based only on a laboratory report of a confirmed positive test **for a drug or drug metabolite** before the certified medical review officer has completed verification of the test results, unless the district has obtained a waiver **from the Federal Motor Carrier Safety Administration**. (49 CFR 40.3, 40.21, 382.107, 382.119)

Personnel

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS

Any driver for whom the district receives a verified positive drug test result or who is found to have a blood alcohol concentration of 0.04 or higher shall be immediately removed from performing safety-sensitive functions in accordance with 49 CFR 40.23 and 382.211. An alcohol concentration between 0.02 and 0.04 requires temporary removal of the bus driver for a 24-hour period following the test. Any driver who refuses to take a required drug or alcohol test shall not be permitted to perform or continue to perform safety-sensitive functions. (49 CFR 40.23, 382.211)

Not later than five days after receiving notification of the test result or refusal to comply, the Superintendent or designee shall report any refusal, failure to comply, or positive test result to the California Department of Motor Vehicles (DMV) using a form approved by the DMV. (Vehicle Code 13376)

A driver who has violated federal drug and alcohol regulations may be subject to disciplinary action up to and including dismissal in accordance with law, administrative regulations, and the district's collective bargaining agreement. Any driver provided with an opportunity to return to a safety-sensitive duty following a violation shall be evaluated by a qualified substance abuse professional and complete the evaluation recommendation before returning to such duty. (49 CFR 40.289)

Voluntary Self-Identification

Whenever a driver admits to alcohol or drug misuse under the district's voluntary self-identification program, the Superintendent or designee shall ensure all of the following: (49 CFR 382.121)

1. No adverse action shall be taken against the driver by the district.
2. The driver shall be allowed sufficient opportunity to seek evaluation, education, or treatment to establish control over the drug or alcohol problem.
3. The driver shall be permitted to participate in safety-sensitive functions only after:
 - a. Successfully completing an education or treatment program, as determined by a drug and alcohol abuse evaluation expert, such as an employee assistance professional, substance abuse professional, or qualified drug and alcohol counselor
 - b. Undergoing a return-to-duty test with a result indicating an alcohol concentration of less than 0.02 and/or a verified negative result for drug use

A driver who admits to alcohol or drug misuse shall not be subject to federal requirements related to referral, evaluation, and treatment, provided that the driver does not self-identify in order to avoid drug or alcohol testing, makes the admission prior to performing a safety-sensitive function, and does not perform a safety-sensitive function until the driver has been evaluated and has successfully completed education or treatment requirements in accordance with program guidelines. (49 CFR 382.121)

Personnel

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS

State

13 CCR 1200-1293: Motor carrier safety
13 CCR 1212-1228: School bus driver requirements
Ed. Code 35160: Authority of governing boards
Gov. Code 8355: Certification of drug-free workplace, including notification
Veh. Code 13376: Driver certificates; revocation or suspension
Veh. Code 34500-34520.5: Safety regulations

Federal

21 CFR 1308.11-1308.15: Controlled substances
41 USC 8101-8106: Drug-Free Workplace Act
49 CFR 382.101-382.605: Controlled substance and alcohol use and testing
49 CFR 382.205: On-duty use
49 CFR 382.207: Pre-duty use
49 CFR 382.209: Use following an accident
49 CFR 40.1-40.413: Procedures for transportation workplace drug and alcohol testing programs
49 USC 31306: Alcohol and drug testing

Management Resources

California Highway Patrol Publication: Controlled Substances and Alcohol Testing Compliance Checklist, 2007
California Highway Patrol Publication: What is CSAT? Controlled Substances and Alcohol Testing, 2005
Website: California Highway Patrol
Website: Federal Motor Carrier Safety Administration
Website: U.S. Department of Transportation, Office of Drug and Alcohol Policy and Compliance

Legal Reference:

~~EDUCATION CODE~~

~~35160 Authority of governing boards~~

~~GOVERNMENT CODE~~

~~8355 Drug free workplace; employee notification~~

~~VEHICLE CODE~~

~~13376 Driver certificates; revocation or suspension~~

~~34500-34520.5 Safety regulations~~

~~CODE OF REGULATIONS, TITLE 13~~

~~1200-1293 Motor carrier safety, especially:~~

~~1213.1 Placing drivers out of service~~

~~UNITED STATES CODE, TITLE 41~~

~~8101-8106 Drug Free Workplace Act~~

~~UNITED STATES CODE, TITLE 49~~

~~31306 Alcohol and controlled substances testing~~

~~CODE OF FEDERAL REGULATIONS, TITLE 21~~

~~1308.11-1308.15 Controlled substances~~

~~CODE OF FEDERAL REGULATIONS, TITLE 49~~

~~40.1-40.413 Part 40, Procedures for transportation workplace drug and alcohol testing programs~~

~~382.101-382.605 Controlled substance and alcohol use and testing; especially:~~

~~382.205 On-duty use~~

~~382.207 Pre-duty use~~

~~382.209 Use following an accident~~

Management Resources:

~~CALIFORNIA HIGHWAY PATROL PUBLICATIONS~~

~~Controlled Substances and Alcohol Testing Compliance Checklist, 2007~~

~~What is CSAT? Controlled Substances and Alcohol Testing, 2005~~

~~WEB SITES~~

~~California Highway Patrol: <http://www.chp.ca.gov>~~

Federal Motor Carrier Safety Administration: <http://www.fmcsa.dot.gov>
U.S. Department of Transportation, Office of Drug and Alcohol Policy and Compliance:
<http://www.dot.gov/ost/dape>

Policy Adopted: ~~02/12/2014~~ 11/10/21

ORCUTT UNION SCHOOL DISTRICT
Orcutt, California

BP 4158 (a)

BP 4258 (a)

BP 4358 (a)

Personnel

EMPLOYEE SECURITY

The Governing 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)~~

Any person who threatens the safety of others at any district facility may be removed by the Superintendent or designee in accordance with AR 3515.2 - Disruptions. Any employee against whom violence or any threat of violence has been directed in the workplace shall notify the Superintendent or designee immediately. As appropriate, the Superintendent or designee shall initiate legal and security measures to protect the employee and others in the workplace. Such measures may include seeking a temporary restraining order on behalf of the employee pursuant to Code of Civil Procedure 527.8 and/or a gun violence restraining order pursuant to Penal Code 18150 and 18170.

Upon request by an employee who is a victim of domestic violence, sexual assault, or stalking, the Superintendent or designee shall provide reasonable accommodations in accordance with Labor Code 230-230.1 and the accompanying administrative regulation to protect the employee's safety while at work. The Superintendent or designee may pursue legal action on behalf of an employee against a student or the student's parent/guardian to recover damages for injury to the employee's person or 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 the employee's duties. (Education Code 48904, 48905)

~~Any employee against whom violence or threat of violence has been directed in the workplace shall notify the Superintendent or designee, the Superintendent or designee immediately. As appropriate, the Superintendent or designee shall initiate legal and security measures to protect the employee and others in the workplace.~~

~~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 provide staff development ensure that employees receive training in crisis prevention and intervention techniques in order to protect

~~themselves and students. Staff development~~ which 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, **administrators, and/or counselors** ~~in accordance with law~~, of crimes and offenses committed by students who may pose a danger in the classroom. (Education Code 48201, 49079; Welfare and Institutions Code 827)

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 with law enforcement and others when emergencies occur.

~~(cf. 5141—Health Care and Emergencies)~~

Use of Pepper Spray

Employees ~~may~~ **shall** not carry or possess pepper spray on school property or at school activities except when authorized by the Superintendent or designee for self-defense purposes. When allowed, an employee may only possess pepper spray in accordance with administrative regulations and Penal Code 22810. 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 **shall** ~~to~~ take immediate action upon being made aware that any person is in possession of a weapon or unauthorized injurious object on school grounds or at a school-related or school-sponsored activity. The employee **shall exercise their best** ~~use his/her own~~ judgment as to the potential danger involved, 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 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.

State

CCP. 527.8: Workplace violence safety
Civ. Code 51.7: Freedom from violence or intimidation
Ed. Code 32210-32212: Willful disturbance, public schools or meetings
Ed. Code 32225-32226: Communications devices in classrooms
Ed. Code 35208: Liability insurance
Ed. Code 35213: Reimbursement for loss or damage of personal property
Ed. Code 44014: Report of assault by pupil against school employee
Ed. Code 44807: Teachers' duty concerning conduct of students
Ed. Code 48201: Transfer of student records
Ed. Code 48900-48926: Suspension and expulsion
Ed. Code 49079: Notification to teacher; student who has engaged in acts re: grounds suspension or expulsion
Ed. Code 49330-49335: Injurious objects
Gov. Code 3543.2: Scope of representation
Gov. Code 995-996.4: Defense of public employees
Pen. Code 22810 Purchase, possession, and use of tear gas
Pen. Code 240-246.3: Assault and battery
Pen. Code 241.3: Assault against school bus drivers
Pen. Code 241.6: Assault on school employee including board member
Pen. Code 243.3: Battery against school bus drivers
Pen. Code 243.6: Battery against school employee including board members
Pen. Code 245.5: Assault with deadly weapon against school employee including board member
Pen. Code 290: Registration of sex offenders
Pen. Code 601: Trespass by person making credible threat
Pen. Code 626-626.11: School crimes
Pen. Code 646.9: Stalking
Pen. Code 71: Threatening public officers and employees and school officials
W&I Code 827: Juvenile court proceedings; reports; confidentiality
W&I Code 828.1: District police or security department, disclosure of juvenile records

Management Resources

Court Decision: City of San Jose v. William Garbett, (2010) 190 Cal. App. 4th 526
Website: California Department of Education, Safe Schools
Website:CSBA

Legal Reference:

EDUCATION CODE

~~32210-32212 Willful disturbance, public schools or meetings~~
~~32225-32226 Communication devices~~
~~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 batteries, especially:~~

~~241.3 Assault against school bus drivers~~

~~241.6 Assault on school employee includes board member~~

~~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 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 Garbutt, (2010) 190 Cal. App. 4th 526~~

~~Management Resources:~~

~~WEB SITES~~

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

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

~~<http://www.cde.ca.gov/ss>~~

Policy Adopted: ~~10/10/18~~ 11/10/21

ORCUTT UNION SCHOOL DISTRICT
Orcutt, California

CHILD ABUSE PREVENTION AND REPORTING

~~Child Abuse Prevention~~

The Board of Trustees is committed to supporting the safety and well-being of district students and desires to facilitate the prevention of and response to child abuse and neglect. The Superintendent or designee shall develop and implement strategies for preventing, recognizing, and promptly reporting known or suspected child abuse and neglect.

The Superintendent or designee may provide a student who is a victim of abuse with school-based mental health services or other support services and/or may refer the student to resources available within the community as needed.

Child Abuse Prevention

The district's instructional program may provide age-appropriate and culturally sensitive child abuse prevention curriculum which explains students' right to live free of abuse, includes instruction in the skills and techniques needed to identify unsafe situations and react appropriately and promptly, informs students of available support resources, and teaches students how to obtain help and disclose incidents of abuse.

The district's program also may include age-appropriate curriculum in sexual abuse and sexual assault awareness and prevention. Upon written request of a student's parent/guardian, the student shall be excused from taking such instruction. (Education Code 51900.6)

The Superintendent or designee may display posters, in areas on campus where students frequently congregate, notifying students of the appropriate telephone number to call to report child abuse or neglect. (Education Code 33133.5)

In addition, student identification cards for students in grades 7-12 shall include the National Domestic Violence Hotline telephone number. (Education Code 215.5).

The Superintendent or designee shall, to the extent feasible, seek to incorporate community resources into the district's child abuse prevention programs and may use these resources to provide parents/guardians with instruction in parenting skills and child abuse prevention.

~~(cf. 6164.2 - Guidance/Counseling Services)~~

Child Abuse Reporting

The Superintendent or designee shall establish procedures for the identification and reporting of **known and suspected child abuse and neglect** ~~such incidents~~ in accordance

Students

BP 5141.4 (b)

with law.

~~(cf. 4119.21/4219.21/4319.21—Professional Standards)~~
~~(cf. 5145.7—Sexual Harassment)~~

Procedures for reporting child abuse shall be included in the district and/or school comprehensive safety plan. (Education Code 32282)

~~(cf. 0450—Comprehensive Safety Plan)~~

District employees who are mandated reporters, as defined by law and administrative regulation, are obligated to report all known or suspected incidents of child abuse and neglect.

The Superintendent or designee shall provide training regarding the duties of mandated reporters. **as required by law and as specified in the accompanying administrative regulation. (Education Code 44691; Penal Code 11165.7)**

State

5CCR 4650: Filing complaints with CDE, special education students
Ed. Code 32280-32289: School safety plans
Ed. Code 33195: Heritage schools, mandated reporters
Ed. Code 33308.1: Guidelines on procedure for filing child abuse complaints
Ed. Code 44252: Teacher credentialing
Ed. Code 44691: Information on detection of child abuse
Ed. Code 44807: Duty concerning conduct of students
Ed. Code 48906: Notification of release of student to peace officer
Ed. Code 48987: Child abuse guidelines
Ed. Code 49001: Prohibition of corporal punishment
Ed. Code 51220.5: Parenting skills and education
Ed. Code 51900.6: Sexual abuse and sexual assault awareness and prevention
Pen. Code 11164-11174.3: Child Abuse and Neglect Reporting Act
Pen. Code 152.3: Duty to report murder, rape, or lewd or lascivious act
Pen. Code 273a: Wilful cruelty or unjustifiable punishment of child; endangering life or health
Pen. Code 288: Definition of lewd or lascivious act requiring reporting
W&I Code 15630-15637: Dependent adult abuse reporting

Federal

42 USC 11434a: Education for homeless children and youths

Management Resources References

California Department of Education Publication: 01-05 Guidelines for Piloting Textbooks and Instructional Materials, rev. January 2015
Court Decision: A.M. v. Albertsons, LLC, (2009) Cal.App.4th 455
Website: AASA The School Superintendents Association
Website: U.S. Department of Health and Human Services, Child Welfare Information Gateway
Website: California Attorney General's Office, Suspected Child Abuse Report Form
Website: California Department of Education, Safe Schools

Legal Reference:

EDUCATION CODE

~~32280-32288—Comprehensive school safety plans~~

~~33195—Heritage schools, mandated reporters~~

Students

BP 5141.4 (c)

~~33308.1 Guidelines on procedure for filing child abuse complaints~~
~~44252 Teacher credentialing~~
~~44690-44691 Staff development in the detection of child abuse and neglect~~
~~44807 Duty concerning conduct of students~~
~~48906 Notification when student released to peace officer~~
~~48987 Dissemination of reporting guidelines to parents~~
~~49001 Prohibition of corporal punishment~~
~~51220.5 Parenting skills education~~
~~51900.6 Sexual abuse and sexual assault awareness and preventions~~
~~PENAL CODE~~
~~152.3 Duty to report murder, rape, or lewd or lascivious act~~
~~273a Willful cruelty or unjustifiable punishment of child; endangering life or health~~
~~288 Definition of lewd or lascivious act requiring reporting~~
~~11164-11174.4 Child Abuse and Neglect Reporting Act~~
~~WELFARE AND INSTITUTIONS CODE~~
~~15630-15637 Dependent adult abuse reporting~~
~~CODE OF REGULATIONS, TITLE 5~~
~~4650 Filing complaints with CDE, special education students~~
~~UNITED STATES CODE, TITLE 42~~
~~11434a McKinney-Vento Homeless Assistance Act; definitions~~
~~COURT DECISIONS~~
~~Camreta v. Greene (2011) 131 S.Ct. 2020~~

Management Resources:

~~CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS~~
~~Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve~~
~~Health Framework for California Public Schools, Kindergarten Through Grade Twelve~~
~~WEB SITES~~
~~California Attorney General's Office, Suspected Child Abuse Report Form:~~
~~http://www.ag.ca.gov/childabuse/pdf/ss_8572.pdf~~
~~California Department of Education, Safe Schools: <http://www.cde.ca.gov/ls/ss/ap>~~
~~California Department of Social Services, Children and Family Services Division:~~
~~<http://www.childsworld.ca.gov>~~
~~U.S. Department of Health and Human Services, Child Welfare Information Gateway:~~
~~<https://www.childwelfare.gov/can>~~

Policy Adopted: 05/13/2015 11/10/21

ORCUTT UNION SCHOOL DISTRICT
Orcutt, California

SUICIDE PREVENTION

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

In developing policy and strategies for suicide prevention, ~~and~~ intervention, **and postvention**, the Superintendent or designee shall consult with school and community stakeholders, ~~such as school-employed mental health professionals, school counselors, school psychologists, school social workers, administrators, other staff, parents/guardians, students, suicide prevention experts, local health agencies, mental health professionals, and community organizations, law enforcement;~~ and, in developing policy for grades K-6, the county mental health plan. (Education Code 215).

~~(cf. 1220—Citizen Advisory Committees)~~

~~(cf. 1400—Relations Between Other Governmental Agencies and the Schools)~~

~~The Board shall ensure that measures and strategies for students in grades K-6 are age appropriate and delivered and discussed in a manner that is sensitive to the needs of young students. (Education Code 215)~~

School and community stakeholders and school mental health professionals with whom the Superintendent or designee shall consult may include district and school administrators, school counselors, school psychologists, school social workers, school nurses, other staff, parents/guardians and caregivers, students, local health agencies, mental health professionals, community organizations, law enforcement, legal counsel, and/or the district's risk manager or insurance carrier. The Superintendent or designee may also collaborate with county and/or city governments in an effort to align district policy with any existing community suicide prevention plans.

~~Such~~ **Measures** and strategies for suicide prevention, intervention, and postvention shall include, but are not limited to:

1. Staff development on suicide awareness and prevention for teachers, **interns**, school counselors, and others ~~district employees~~ who interact with students, **including, as appropriate, substitute teachers, coaches, expanded day learning staff, crossing guards, tutors, and volunteers** ~~as described in the accompanying administrative regulation~~

~~(cf. 4131—Staff Development)~~

Students

BP 5141.52 (b)

~~(cf. 4231—Staff Development)~~

~~(cf. 4331—Staff Development)~~

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

~~(cf. 6142.8—Comprehensive Health Education)~~

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

~~(cf. 5131—Conduct)~~

~~(cf. 5131.2—Bullying)~~

~~(cf. 5137—Positive School Climate)~~

~~(cf. 5145.3—Nondiscrimination/Harassment)~~

~~(cf. 5145.7—Sexual Harassment)~~

~~(cf. 5145.9—Hate Motivated Behavior)~~

4. **The review of materials and resources used in awareness efforts and communications to ensure they align with best practices for safe and effective messaging about suicide**
5. The provision of information to parents/guardians **and caregivers** regarding risk **and protective** factors, ~~and~~ warning signs of suicide, the severity of the suicide problem among youth, the district's suicide prevention **policy and procedures**, ~~curriculum~~, basic steps for helping suicidal youth, **the importance of communicating with appropriate staff if suicide risk is present or suspected**, **access to suicide prevention training**, and/or school and community resources that can help youth in crisis
6. Encouragement for students to notify appropriate school personnel or other adults when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions
7. Crisis intervention procedures for addressing suicide threats or attempts
8. Counseling and other postvention strategies for helping students, staff, and others cope in the aftermath of a student's suicide
9. **Establishment of district and/or school-site crisis intervention team(s) to ensure the proper implementation and review of this policy and other district practices related to the emotional and behavioral wellness of students, including, but not limited to, the oversight of mental health and suicide prevention training, collaboration with community mental health organizations, identification of**

Students

BP 5141.52 (c)

resources and organizations that provide evidence-based treatment, collaboration to build community response, and compliance with Education Code 215

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

~~If a referral is made for mental health or related services for a student in grade K-6 who is a Medi-Cal beneficiary, the Superintendent or designee shall coordinate and consult with the county mental health plan. (Education Code 215)~~

~~(cf. 5141.6 – School Health Services)~~

The Board shall ensure that measures and strategies for students in grades K-6 are age appropriate and delivered and discussed in a manner that is sensitive to the needs of young students. (Education Code 215) If a referral is made for mental health or related services for a student in grade K-6 who is a Medi-Cal beneficiary, the Superintendent or designee shall coordinate and consult with the county mental health plan. (Education Code 215)

District employees shall act only within the authorization and scope of their credential or license. Nothing in this policy shall be construed as authorizing or encouraging district employees to diagnose or treat mental illness unless they are specifically licensed and employed to do so. (Education Code 215)

The Board shall review, and update as necessary, this policy at least every five years. **The Board may, at its discretion, review the policy more frequently.** (Education Code 215)

The Superintendent or designee shall periodically review district data pertaining to school climate and reports of suicidal ideation, attempts, or death to identify patterns or trends and make recommendations regarding program development.

The Superintendent or designee shall post this policy on the district's web site, in a prominent location and in a manner that is easily accessible to parents/guardians and students. (Education Code 234.6)

State

Ed. Code 215: Student suicide prevention policies

Ed. Code 215.5 : Student identification cards, inclusion of safety hotlines

Ed. Code 216: Suicide prevention online training program

Ed. Code 234.6 : Bullying and harassment prevention information

Ed. Code 32280-32289.5: Comprehensive safety plan

Ed. Code 49060-49079: Student records

Ed. Code 49602: Confidentiality of personal information received during counseling

Ed. Code 49604: Suicide prevention training for school counselors

Gov. Code 810-996.6: California Tort Claims Act

Pen. Code 11164-11174.3: Child Abuse and Neglect Reporting Act

Students

BP 5141.52 (d)

W&I Code 5698: Emotionally disturbed youth; legislative intent
W&I Code 5850-5886: Children's Mental Health Services Act

Management Resources

California Department of Education Publication: Health Education Content Standards for California Public Schools, Kindergarten Through Grade 12, 2008
California Department of Education Publication: Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2019
Centers for Disease Control and Prevention Publica: School Connectedness: Strategies for Increasing Protective Factors Among Youth, 2009
Court Decision: Corales v. Bennett (Ontario-Montclair School District), (2009) 567 F.3d 554
Nat'l Assoc. of School Psychologists Publication: Preventing Suicide: Guidelines for Administrators and Crisis Teams, 2015
U.S. Dept. of Health & Human Services Publication: National Strategy for Suicide Prevention: Goals and Objectives for Action, rev. 2012
U.S. Dept. of Health & Human Services Publication: Preventing Suicide: A Toolkit for High Schools, 2012
Website: Suicide Prevention Lifeline
Website: Suicide Prevention Resource Center
Website : Trevor Project
Website: U.S. Department of Health and Human Services. Substance Abuse and Mental Health Services Administration
Website: American Association of Suicidology
Website: American Foundation for Suicide Prevention
Website: American Psychological Association
Website: California Department of Education, Mental Health
Website: California Department of Health Care Services, Mental Health
Website: Centers for Disease Control and Prevention, Mental Health
Website: National Association of School Psychologists
Website: National Institute for Mental Health
Website: American School Counselor Association

Legal Reference:

EDUCATION CODE

~~215 Student suicide prevention policies~~
~~215.5 Suicide prevention hotline contact information on student identification cards~~
~~216 Suicide prevention online training programs~~
~~234.6 Posting suicide prevention policy on web site~~
~~32280 32289.5 Comprehensive safety plan~~
~~49060 49079 Student records~~
~~49602 Confidentiality of student information~~
~~49604 Suicide prevention training for school counselors~~

GOVERNMENT CODE

~~810 996.6 Government Claims Act~~

PENAL CODE

~~11164 11174.3 Child Abuse and Neglect Reporting Act~~

WELFARE AND INSTITUTIONS CODE

~~5698 Emotionally disturbed youth; legislative intent~~

~~DOUBLE CHECK #S ON CSBA SAMPLE: 5850-5883 Mental Health Services Act~~

COURT DECISIONS

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

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Students

BP 5141.52 (e)

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

~~Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2019~~

~~CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS~~

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

~~NATIONAL ASSOCIATION OF SCHOOL PSYCHOLOGISTS PUBLICATIONS~~

~~Preventing Suicide, Guidelines for Administrators and Crisis Teams, 2015~~

~~U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS~~

~~Preventing Suicide: A Toolkit for High Schools, 2012~~

~~National Strategy for Suicide Prevention: Goals and Objectives for Action, rev. 2012~~

~~WEB SITES~~

~~American Association of Suicidology: <http://www.suicidology.org>~~

~~American Foundation for Suicide Prevention: <http://afsp.org>~~

~~American Psychological Association: <http://www.apa.org>~~

~~American School Counselor Association: <http://www.schoolcounselor.org>~~

~~California Department of Education, Mental Health: <http://www.cde.ca.gov/ls/eg/mh>~~

~~California Department of Health Care Services, Mental Health Services:~~

~~<http://www.dhes.ca.gov/services/MH>~~

~~Centers for Disease Control and Prevention, Mental Health: <http://www.cdc.gov/mentalhealth>~~

~~National Association of School Psychologists: <http://www.nasponline.org>~~

~~National Institute for Mental Health: <http://www.nimh.nih.gov>~~

~~Suicide Prevention Resource Center: <http://www.sprc.org/about-suicide>~~

~~Suicide Prevention Lifeline: <http://suicidepreventionlifeline.org>~~

~~Trevor Project: <http://thetrevorproject.org>~~

~~U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services~~

~~Administration: <http://www.samhsa.gov>~~

Policy Adopted: ~~06/10/2020~~ 11/10/21

ORCUTT UNION SCHOOL DISTRICT
Orcutt, California

HATE-MOTIVATED BEHAVIOR

The Board of Trustees is committed to providing a **respectful, inclusive, and** safe learning environment that protects students from discrimination, harassment, intimidation, bullying, **or any and other type of behavior that is motivated by hate.** ~~by a person's hostility towards another person's real or perceived ethnicity, national origin, immigrant status, sex, gender, sexual orientation, religious belief, age, disability, or any other physical or cultural characteristic.~~

Hate-motivated behavior is any behavior intended to cause emotional suffering, physical injury, or property damage through intimidation, harassment, bigoted slurs or epithets, force or threat of force, or vandalism motivated in part or in whole by bias or hostility toward the victim's real or perceived race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55.

The Superintendent or designee shall design strategies to promote harmonious relationships among students, prevent incidents of hate-motivated behavior to the extent possible, and address such incidents **in a timely manner when** ~~if~~ they occur.

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

~~(cf. 0450—Comprehensive Safety Plan)~~

~~(cf. 3515.4—Recovery for Property Loss or Damage)~~

~~(cf. 5131—Conduct)~~

~~(cf. 5131.2—Bullying)~~

~~(cf. 5131.5—Vandalism, and Graffiti)~~

~~(cf. 5136—Gangs)~~

~~(cf. 5137—Positive School Climate)~~

~~(cf. 5141.52—Suicide Prevention)~~

~~(cf. 5145.3—Nondiscrimination/Harassment)~~

~~(cf. 5145.7—Sexual Harassment)~~

The Superintendent or designee shall collaborate with regional programs and community organizations to promote **an environment where diversity is celebrated and hate-motivated behavior is not tolerated.** ~~safe environments for youth.~~ Such collaborative efforts shall focus on **the development of effective prevention strategies** ~~ensuring an efficient use of district and community resources, developing effective prevention strategies and response plans,~~ **provision of assistance** ~~providing assistance~~ to students affected by hate-motivated behavior, and/or **education of** ~~educating~~ students who have perpetrated hate-motivated acts.

~~(cf. 1020—Youth Services)~~

~~(cf. 1400—Relations between Other Governmental Agencies and the Schools)~~

~~(cf. 1700—Relations Between Private Industry and the Schools)~~

~~(cf. 5148.2—Before/After School Programs)~~

Students

BP 5145.9 (b)

The district shall provide students with age-appropriate instruction that:

1. Includes the development of social-emotional learning
2. Promotes ~~an their~~ understanding, awareness, appreciation, ~~of~~ and respect for human rights, ~~human relations~~, diversity, and acceptance in a multicultural society ~~and~~
3. Explains the harm and dangers of explicit and implicit biases
4. Discourages discriminatory attitudes and practices
5. Provides strategies to manage conflicts constructively

~~(cf. 5138—Conflict Resolution/Peer Mediation)~~

~~(cf. 6142.3—Civic Education)~~

~~(cf. 6142.4—Service Learning/Community Service Classes)~~

~~(cf. 6142.94—History Social Science Instruction)~~

As necessary, the district shall provide counseling, guidance, and support to students who are victims of hate-motivated behavior and to students who exhibit such behavior.

~~(cf. 6164.2—Guidance/Counseling Services)~~

When appropriate, students who engage in hate-motivated behavior shall be disciplined.

The Superintendent or designee shall ~~provide staff with training~~ that:

1. Promotes an understanding of diversity, equity, and inclusion
2. Discourages the development of discriminatory attitudes and practices
3. Includes social-emotional learning and nondiscriminatory instructional and counseling methods
4. Support the prevention, recognition, and response to hate-motivated behavior
5. Raises the awareness and sensitivity of staff to potentially prejudicial and discriminatory behavior
6. Includes effective enforcement of rules for appropriate student conduct

Employees who engage in hate-motivated behavior shall be subject to disciplinary action, up to and including dismissal. Rules prohibiting hate-motivated behavior and procedures for reporting a hate-motivated incident shall be provided to students, staff, and parents/guardians.

Students

BP 5145.9 (c)

This policy shall be posted in a prominent location on the district's web site in a manner that is readily and easily accessible to parents/guardians and students. (Education Code 234.6)

~~ensure that the rules prohibiting hate-motivated behavior and procedures for reporting a hate-motivated incident are provided to students and parents/guardians.~~

~~The Superintendent or designee shall provide staff training on recognizing and preventing hate-motivated behavior and on effectively enforcing rules for appropriate student conduct.~~

~~(cf. 4131—Staff Development)~~

~~(cf. 4231—Staff Development)~~

~~(cf. 4331—Staff Development)~~

Complaints ~~Complaint Process~~

Any staff member who is notified that hate-motivated behavior has occurred, observes such behavior, or otherwise becomes aware of an incident shall immediately contact the compliance officer responsible for coordinating the district's response to complaints and complying with state and federal civil rights laws. As appropriate, the staff member shall also contact law enforcement.

A student or parent/guardian who believes the student is a victim of hate-motivated behavior is strongly encouraged to report the incident to a teacher, the principal, ~~the district's compliance officer~~, or other staff member.

~~Any staff member who is notified that hate-motivated behavior has occurred, observes such behavior, or otherwise becomes aware of an incident shall immediately contact the principal or the compliance officer responsible for coordinating the district's response to complaints and complying with state and federal civil rights laws. As appropriate, he/she shall also contact law enforcement.~~

~~(cf. 3515.3—District Police/Security Department)~~

~~(cf. 5145.11—Questioning and Apprehension by Law Enforcement)~~

Any complaint of hate-motivated behavior shall be investigated and, if determined to be discriminatory, shall be resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3 - Uniform Complaint Procedures ~~or other applicable procedure~~. If, during the investigation, it is determined that a complaint is about nondiscriminatory behavior, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

~~(cf. 1312.1—Complaints Concerning District Employees)~~

~~(cf. 1312.3—Uniform Complaint Procedures)~~

~~(cf. 5144—Discipline)~~

~~(cf. 5144.1—Suspension and Expulsion/Due Process)~~

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

Students

BP 5145.9 (d)

State:

5CCR 4600-4670: Uniform Complaint Procedures

5CCR 4900-4965: Nondiscrimination in elementary and secondary education programs

Ed. Code 200-262.4: Educational equity: prohibition of discrimination on the basis of sex

Ed. Code 32282: School Safety Plans

Ed. Code 48900.3: Suspension for hate violence

Ed. Code 48900.4: Suspension or expulsion for threats or harassment

Pen. Code 422.55: Definition of hate crime

Pen. Code 422.6: Civil rights; crimes

Federal

28 CFR 35.107: Nondiscrimination on basis of disability; complaints

34 CFR 100.3: Prohibition of discrimination on basis of race, color or national origin

34 CFR 104.7: Designation of responsible employee for Section 504

34 CFR 106.8: Designation of responsible employee for Title IX

34 CFR 110.25: Prohibition of discrimination based on age

Management Resources

CA Office of the Attorney General Publication: Promoting Safe & Secure Learning Environment for All: Guidance & Model Policies to Assist CA K-12 Schools in Responding to Immigration Issues, 4/2018

California Department of Education Publication: Bullying at School, 2003

U.S. DOE, Office for Civil Rights Publication: Dear Colleague Letter: Prohibited Disability Harassment, July 2000

U.S. DOE, Office for Civil Rights Publication: Dear Colleague Letter: Harassment and Bullying, October 2010

Website: California Association of Human Relations Organizations

Website: U.S. Department of Justice

Website: California Office of the Attorney General

Website: CSBA

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

Website: California Department of Education

Legal Reference:

EDUCATION CODE

~~200-262.4 Prohibition of discrimination~~

~~32282 School safety plans~~

~~48900.3 Suspension for hate violence~~

~~48900.4 Suspension or expulsion for threats or harassment~~

PENAL CODE

~~422.55-422.86 Definition of hate crimes~~

~~422.6 Crimes, harassment~~

CODE OF REGULATIONS, TITLE 5

~~4600-4670 Uniform complaint procedures~~

~~4900-4965 Nondiscrimination in elementary and secondary education programs~~

CODE OF FEDERAL REGULATIONS, TITLE 28

~~35.107 Nondiscrimination on basis of disability; complaints~~

CODE OF FEDERAL REGULATIONS, TITLE 34

~~100.3 Prohibition of discrimination on basis of race, color or national origin~~

~~104.7 Designation of responsible employee for Section 504~~

~~106.8 Designation of responsible employee for Title IX~~

~~110.25 Prohibition of discrimination based on age~~

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

~~Bullying at School, 2003~~

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

~~Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist~~

Students

BP 5145.9 (e)

California K-12 Schools in Responding to Immigration Issues, April 2018

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS & NATIONAL ASSOCIATION
OF ATTORNEYS GENERAL PUBLICATIONS

Dear Colleague Letter: Harassment and Bullying, October 2010

Dear Colleague Letter: Prohibited Disability Harassment, July 2000

WEB SITES

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

California Association of Human Relations Organizations: <http://www.cahro.org>

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

California Office of the Attorney General: <http://oag.ca.gov>

United States Department of Education, Office of Civil Rights: <http://www.ed.gov/offices/OCR/index.html>

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

Policy Adopted: 08/08/2018 **11/10/21** ORCUTT UNION SCHOOL DISTRICT
Orcutt, California

SEARCH AND SEIZURE

The Governing Board is fully committed to promoting a safe learning environment and, to the extent possible, eliminating the possession and use of weapons, illegal drugs, and other controlled substances by students on school premises and at school activities. As necessary to protect the health, safety and welfare of students and staff, and only as authorized by law, Board policy, and administrative regulation, school officials may search students, their property and/or district property under their control, and may seize illegal, unsafe, or otherwise prohibited items. School officials shall exercise ~~The Governing Board requires that~~ discretion and use good judgment when conducting searches. ~~and common sense be exercised in all cases of search and seizure.~~

The Superintendent or designee shall ensure that staff who conduct student searches receive training regarding the requirements of the district's policy and administrative regulation and other legal issues, as appropriate.

Searches Based on Individualized Suspicion ~~Individual Searches~~

School officials may search ~~an individual student, students, the student's~~ their property or ~~and~~ district property under ~~the student's control~~ their control when there is a reasonable suspicion that the search will uncover evidence that the student is violating the law, Board policy, administrative regulation, or other rules of the district or the school. Reasonable suspicion shall be based on specific and objective facts that the search will produce evidence related to the alleged violation.

Any search of a student, the student's property, or district property under the student's control shall be limited in scope and designed to produce evidence related to the alleged violation. Factors to be considered by school officials when determining the scope of the search shall include the danger to the health or safety of students or staff, such as the possession of weapons, drugs, or other dangerous instruments, and whether the item(s) to be searched by school officials are reasonably related to the contraband to be found. In addition, school officials shall consider the intrusiveness of the search in light of the student's age, gender, and the nature of the alleged violation.

The types of student property that may be searched by school officials include, but are not limited to, lockers, desks, purses, backpacks, and student vehicles parked on district property.

A student's personal electronic device may be searched only if a school official, in good faith, believes that an emergency involving danger of death or serious physical injury to the student or others requires access to the electronic device information.

Employees shall not conduct strip searches or body cavity searches of any student. (Education Code 49050)

Students

BP 5145.12 (b)

Searches of individual students shall be conducted in the presence of at least two district employees.

The principal or designee shall notify the parent/guardian of a student subjected to an individualized search as soon as possible after the search.

~~(cf. 5145.11 Questioning and Apprehension)~~

Searches of Student Lockers and Desks ~~Student Lockers/Desks~~

All student lockers and desks are the property of the district. The principal or designee may conduct a general inspection of school properties that are within the control of students, such as lockers and desks, on a regular, announced basis, with students standing by their assigned lockers or desks. Any items contained in a locker or desk shall be considered to be the property of the student to whom the locker or desk was assigned.

~~Because lockers and desks are under the joint control of the student and the district, school officials shall have the right and ability to open and inspect any school locker or desk without student permission or prior notice when they have reasonable suspicion that the search will uncover evidence of illegal possessions or activities or when odors, smoke, fire and/or other threats to health, welfare or safety emanate from the locker or desk.~~

Use of Metal Detectors

The Board finds that the presence of weapons in the schools threatens the district's ability to provide the safe and orderly learning environment to which district students and staff are entitled. The Board also finds that metal detector searches offer a reasonable means to keep weapons out of the schools and mitigate the fears of students and staff.

The Superintendent or designee shall use metal detectors as necessary to keep weapons out of schools and help provide a safe learning environment. The Superintendent or designee shall establish a plan to ensure that metal detector searches are conducted in a uniform and consistent manner.

Use of Contraband Detection Dogs

In an effort to keep the schools free of **dangerous contraband, drugs,** the district may use specially trained, nonaggressive dogs to sniff out and alert staff to the presence of substances prohibited by law or Board policy. The dogs may sniff the air around lockers, desks, or vehicles on district property or at district-sponsored events. **Dogs shall not sniff as long as they are not allowed to sniff within the close proximity of any students or other persons and may not sniff any personal items on those persons without individualized suspicion.**

~~(cf. 5131.6 Alcohol and Other Drugs)~~

Students

BP 5145.12 (c)

State

CA Constitution Article I, Section 28(c): Right to Safe Schools
Ed. Code 32280-32289: School Safety Plans
Ed. Code 35160: Authority of governing boards
Ed. Code 65160.1: Broad authority of school districts
Ed. Code 48900-48927: Suspension and expulsion
Ed. Code 49050-49051: Searches by school employees
Ed. Code 49330-49334: Injurious objects
Pen. Code 626.10: Dirks, daggers, knives or razor
Pen. Code 626.9: Firearms

Management Resources

Attorney General Opinion: 83 Ops.Cal.Atty.Gen. 257 (2001)
Attorney General Opinion: 75 Ops.Cal.Atty.Gen. 155 (1992)
Court Decision: O'Connor v. Ortega, (1987) 480 U.S. 709
Court Decision: Redding v. Safford Unified School District, (9th Cir. 2008) 531 F.3d 1071
Court Decision: Zamora v. Pomeroy, (10th Cir. 1981) 639 F.2d 662
Court Decision: B.C. v. Plumas, (9th Cir. 1999) 192F.3d 1260
Court Decision: Horton v. Goose Creek Independent School District, (5th Cir. 1989) 877 F.2d 470
Court Decision: Jennings v. Joshua Independent School District, (5th Cir. 1989) 877 F.2d 313
Court Decision: New Jersey v. T.L.O., (1985) 469 U.S. 325
National Institute of Justice Publication: The Appropriate and Effective Use of Security Technologies in U.S. Schools: A Guide for Schools and Law Enforcement Agencies, rev. 2005
Website: National Institute of Justice
Website: California Department of Education, Safe Schools
Website: California Attorney General's Office
Website: CSBA

Legal Reference:

EDUCATION CODE

~~32280-32288 School safety plans~~
~~35160 Authority of governing boards~~
~~35160.1 Broad authority of school districts~~
~~49050-49051 Searches by school employees~~
~~49330-49334 Injurious objects~~

PENAL CODE

~~626.9 Firearms~~
~~626.10 Dirks, daggers, knives or razor; bringing into or possession of upon or within public school ground; exception~~

COURT DECISIONS

~~B.C. v. Plumas, (9th Cir. 1999) 192 F.3d 1260~~
~~O'Connor v. Ortega, (1987) 107 S.Ct. 1492~~
~~New Jersey v. T.L.O., (1985) 469 U.S. 325~~
~~Horton v. Goose Creek Independent School District, (5th Cir. 1982) 690 F.2d 470~~
~~Zamora v. Pomeroy, (10th Cir. 1981) 639 F.2d 662~~

ATTORNEY GENERAL OPINIONS

~~83 Ops.Cal.Atty.Gen. 257 (2000)~~
~~75 Ops.Cal.Atty.Gen. 155 (1992)~~

Management Resources:

WEB SITES

~~California Attorney General's Office: <http://caag.state.ca.us>~~
~~CDE, Safe Schools and Violence Prevention Office: <http://www.cde.ca.gov/spbranch/safety>~~

Students

BP 5145.12 (d)

Policy Adopted ~~10/15/08~~ 11/10/21

ORCUTT UNION SCHOOL DISTRICT
Orcutt, California

CHILD CARE AND DEVELOPMENT

The ~~Governing Board~~ ~~Board of Trustees~~ desires to provide child care and development services which meet the developmental needs of children and offer a convenient child care alternative for parents/guardians in the community.

~~(cf. 5148.2 Before/After School Programs)~~

~~(cf. 5148.3 Preschool/Early Childhood Education)~~

~~(cf. 6164.4 Identification and Evaluation of Individuals for Special Education)~~

The Board shall enter into a contract with the California Department of Social Services (CDSS) for the provision of child care and development services by the district.

The district shall work cooperatively with the local child care and development planning council, public and private agencies, parents/guardians, and other community members to assess child care needs in the community, establish program priorities, obtain ongoing feedback on program quality, and supply information about child care options.

The Board shall approve for the district's child care and development program a written philosophical statement, goals, and objectives that reflect the cultural and linguistic characteristics of the families to be served and address the program components specified in 5 CCR 18272-18281 and ~~the accompanying~~ administrative regulation. (5 CCR 18271)

~~(cf. 0000 Vision)~~

~~(cf. 0200 Goals for the School District)~~

Eligibility and Enrollment

Child care admissions policies and procedures shall be in writing and available to the public. Such policies and procedures shall include criteria designating those children whose needs can be met by the center's program and services, the ages of children who will be accepted, program activities, any supplementary services provided, any field trip provisions, any transportation arrangements, food service provisions, and ~~a~~ health examination requirements. (5 CCR 18105; 22 CCR 101218)

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

~~(cf. 3540 Transportation)~~

~~(cf. 3550 Food Service/Child Nutrition Program)~~

~~(cf. 5141.22 Infectious Diseases)~~

~~(cf. 5141.3 Health Examinations)~~

~~(cf. 5141.31 Immunizations)~~

The Superintendent or designee shall ensure that subsidized child care is provided to eligible families to the extent that state and/or federal funding is available and shall establish enrollment priorities in accordance with Education Code 8263 and 5 CCR 18106. To the extent that space is available after the enrollment of children who are eligible for subsidized services, priority for admissions shall be given to district students, children of

Students

BP 5148 (b)

district students, and children of district employees.

~~(cf. 5111.1—District Residency)~~
~~(cf. 5146—Married/Pregnant/Parenting Students)~~

Staffing

The Superintendent or designee shall ensure that individuals working in child care and development programs have the necessary qualifications and have satisfied all legal requirements.

Upon recommendation of the Superintendent or designee, the Board may approve any of the following for the provision of child care and development services:

1. The use of existing district facilities that have capacity
2. Renovation or improvement of district facilities to make them suitable for such services
3. Purchase of relocatable child care facilities
4. Inclusion of child care facilities in any new construction
5. Agreement with a public agency or community organization for the use of community facilities

The Superintendent or designee shall ensure that facilities used for child care services meet all applicable health and safety standards. (5 CCR 18020; 22 CCR 101238-101239.2)

~~(cf. 1240—Volunteer Assistance)~~
~~(cf. 4112.2—Certification)~~
~~(cf. 4112.4/4212.4/4312.4—Health Examinations)~~
~~(cf. 4112.5/4312.5—Criminal Record Check)~~
~~(cf. 4131—Staff Development)~~
~~(cf. 4212.5—Criminal Record Check)~~
~~(cf. 4331—Staff Development)~~

Complaints

For a licensed child care center, any complaint alleging health and safety violations shall be referred to **CDSS. (5 CCR 4611)** ~~the California Department of Social Services.~~ For a license exempt facility, such complaints shall be referred to the appropriate Child Development regional administrator. Any other alleged violation of state or federal laws governing child care and development programs shall be investigated and resolved using the district's procedures in BP/AR 1312.3 - Uniform Complaint Procedures.

~~(cf. 1312.3—Uniform Complaint Procedures)~~

Program Evaluation

The Superintendent or designee shall annually conduct an evaluation of the district's child care and development services in accordance with state requirements. **The results of the evaluation shall be used to develop** ~~The evaluation report shall be submitted to the Board and the CDE along with an action plan which establishes program goals and objectives for the coming year and addresses any areas identified as needing improvement.~~ (5 CCR 18279-18281)

~~(cf. 0500—Accountability)~~

Legal Reference:

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State:

22 CCR 101151-101239.2: General requirement, licensed child care centers

22 CCR 101212-101231: Continuing requirements

22 CCR 101237-101239.2: Facilities and equipment

5 CCR 18000-18434: Child care and development programs

5 CCR 18012-18122: General requirements

5 CCR 18180-18192: Federal and state migrant programs

5 CCR 18210-18213: Severely handicapped program

5 CCR 18220-18231: Alternative payment program

5 CCR 18240-18248: Resource and referral program

5 CCR 18270-18281: Program quality, accountability

5 CCR 18290-18292: Staffing ratios

5 CCR 18295: Waiver of qualifications for site supervisor

5 CCR 18300-18308: Appeals and dispute resolution

5 CCR 4610-4687: Uniform complaint procedures

5 CCR 80105-80125: Commission on Teacher Credentialing, child care and development permits

Ed. Code 49540-49546: Child care food program

Ed. Code 49570: National School Lunch program

Ed. Code 56244: Staff development funding

Ed. Code 8200-8209: General provisions for child care and development services

Ed. Code 8200-8499.10: Child Care and Development Services Act

Ed. Code 8210-8216: Resource and referral program

Ed. Code 8220-8226: Alternative payment program

Ed. Code 8230-8233: Migrant child care and development program

Ed. Code 8235-8239: California state preschool program

Ed. Code 8240-8244: General child care programs

Ed. Code 8250-8252: Programs for children with special needs

Ed. Code 8263: Eligibility and priorities for subsidized child development services

Ed. Code 8263.3: Disenrollment of families due to reduced funding levels

Ed. Code 8263.4: Enrollment of students ages 11-12 years

Ed. Code 8273-8273.3: Fees

Ed. Code 8278.3: Child Care Facilities Revolving Fund

Ed. Code 8360-8370: Personnel qualifications

Ed. Code 8400-8409: Contracts

Ed. Code 8482-8484.65: After School Education and Safety Program

Students

BP 5148 (d)

Ed. Code 8484.7-8484.8: 21st Century community learning centers

Ed. Code 8493-8498: Facilities

Ed. Code 8499-8499.7: Local planning councils

H&S Code 120325-120380: Immunization requirements

H&S Code 1596.70-1596.895: California Child Day Care Act

H&S Code 1596.90-1597.21: Day care centers

Federal

42 USC 1751-1769j: National School Lunch Program

42 USC 9831-9852: Head Start programs

42 USC 9858-9858q: Child care and development block grant

45 CFR 98.2-98.93: Child care and development fund

7 CFR 210.1-210.31: National School Lunch Program

Management Resources

California Department of Education Publication: Keeping Children Healthy in California's Child Care Environments: Recommendations to Improve Nutrition and Increase Physical Activity, 2010

California Department of Education Publication: Uniform Complaint Procedures, 2014

California Department of Education Publication: 12-07 Disenrollment due to Maximum Reimbursable Amount Reduction, Management Bulletin, July 2012

California Department of Education Publication: 14-03a Revised Child Care and Development Fee Schedule, Management Bulletin, September 2014

Court Decision: CBS Inc. v. The Superior Court of Los Angeles County, State Department of Social Services, (2001) 91 Cal.App.4th 892

Website: California Association for the Education of Young Children

Website: California Child Development Administrators Association

Website: California Department of Education, Early Education and Support Division

Website: California Department of Education, Early Education Management Bulletins

Website: California Department of Social Services, Licensing Information

Website: California Head Start Association

Website: California School-Age Consortium

Website: National Association for the Education of Young Children

Website: Commission on Teacher Credentialing

Website: CSBA

Website: U.S. Department of Education

EDUCATION CODE

~~8200-8499.10 Child Care and Development Services Act, including:~~

~~8200-8209 General provisions for child care and development services~~

~~8210-8216 Resource and referral program~~

~~8220-8226 Alternative payment program~~

~~8230-8233 Migrant child care and development program~~

~~8235-8239 California state preschool program~~

~~8240-8244 General child care programs~~

~~8250-8252 Programs for children with special needs~~

~~8263 Eligibility and priorities for subsidized child development services~~

~~8263.3 Disenrollment of families due to reduced funding levels~~

~~**8263.4 Enrollment of students ages 11-12 years**~~

~~8273-8273.3 Fees~~

~~8278.3 Child Care Facilities Revolving Fund~~

~~8360-8370 Personnel qualifications~~

~~8400-8409 Contracts~~

~~8482-8484.6 After school education and safety program~~

~~8484.7-8484.8 21st Century community learning centers~~

~~8493-8498 Facilities~~

Students

BP 5148 (e)

~~8499-8499.7 Local planning councils~~
~~17609-17610 Integrated pest management, applicability to child care facilities~~
~~49540-49546 Child care food program~~
~~49570 National School Lunch program~~
~~54740-54749.5 Cal SAFE program for pregnant/parenting students and their children~~
~~56244 Staff development funding~~
~~HEALTH AND SAFETY CODE~~
~~1596.70-1596.895 California Child Day Care Act~~
~~1596.90-1597.21 Day care centers~~
~~120325-120380 Immunization requirements~~
~~CODE OF REGULATIONS, TITLE 5~~
~~4610-4687 Uniform complaint procedures~~
~~18000-18134 Child care and development programs, especially:~~
~~18012-18122 General requirements~~
~~18180-18192 Federal and state migrant programs~~
~~18210-18213 Severely handicapped program~~
~~18220-18231 Alternative payment program~~
~~18240-18248 Resource and referral program~~
~~18270-18281 Program quality, accountability~~
~~18290-18292 Staffing ratios~~
~~18295 Waiver of qualifications for site supervisor~~
~~18300-18308 Appeals and dispute resolution~~
~~80105-80125 Commission on Teacher Credentialing, child care and development permits~~
~~CODE OF REGULATIONS, TITLE 22~~
~~101151-101239.2 General requirements, licensed child care centers, including:~~
~~101151-101163 Licensing and application procedures~~
~~101212-101231 Continuing requirements~~
~~101237-101239.2 Facilities and equipment~~
~~UNITED STATES CODE, TITLE 42~~
~~1751-1769 School lunch programs~~
~~9831-9852 Head Start programs~~
~~9858-9858g Child care and development block grant~~
~~CODE OF FEDERAL REGULATIONS, TITLE 7~~
~~210.1-210.31 National School Lunch program~~
~~CODE OF FEDERAL REGULATIONS, TITLE 45~~
~~98.2-98.93 Child care and development fund~~
~~COURT DECISIONS~~
~~CBS Inc. v. The Superior Court of Los Angeles County, State Department of Social Services, (2001) 91 Cal.App.4th 892~~

Management Resources:-

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

~~14-03a Revised Child Care and Development Fee Schedule, Management Bulletin, September 2014~~
~~Uniform Complaint Procedures, 2014~~
~~12-07 Disenrollment due to Maximum Reimbursable Amount Reduction, Management Bulletin, July 2012~~
~~Keeping Children Healthy in California's Child Care Environment: Recommendations to Improve Nutrition and Increase Physical Activity, 2010~~

WEB SITES

~~CSBA: <http://www.csba.org>~~
~~California Association for the Education of Young Children: <http://www.caeyc.org>~~
~~California Child Development Administrators Association: <http://www.cedaa.org>~~
~~California Department of Education, Early Education and Support Division:~~

Students

BP 5148 (f)

~~<http://www.cde.ca.gov/sp/ed/>~~

~~California Department of Education, Early Education Management Bulletins:-~~

~~<http://www.cde.ca.gov/sp/ed/ei/allmbs.asp>~~

~~California Department of Social Services, Licensing Information: <http://celd.ca.gov/PG492.htm>~~

~~California Head Start Association: <http://caheadstart.org>~~

~~California School Age Consortium: <http://calsac.org>~~

~~Commission on Teacher Credentialing: <http://www.ctc.ca.gov>~~

~~National Association for the Education of Young Children: <http://www.naeyc.org>~~

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

Policy Adopted: ~~01/13/2016~~ 11/10/21

ORCUTT UNION SCHOOL DISTRICT
Orcutt, California

DEVELOPER FEES

In order to finance the construction or reconstruction of school facilities needed to accommodate **increased student enrollment resulting** ~~students coming~~ from new development, the Governing Board may establish, levy and collect developer fees on residential, commercial and industrial construction within the district, subject to restrictions specified by law. ~~and administrative regulation.~~

Level 1 Fees: Residential, Commercial and Industrial Construction

Before taking action to establish, increase, or impose Level 1 developer fees, the Board shall conduct a fee justification study which: (Government Code 66001)

1. Identifies the purpose of the fee and the use to which the fee will be put
2. Determines a reasonable relationship between the fee's use and the type of development project for which the fee is imposed
3. Determines a reasonable relationship between the need for the facility and the type of development project for which the fee is imposed
4. Determines a reasonable relationship between the amount of the fee and the cost of the facility or portion of the facility attributed to the development for which the fee is imposed

Before levying developer fees or prior to increasing an existing fee, the Board shall hold a public hearing. The Superintendent or designee shall mail notice of the time and place of the meeting at which a public hearing shall occur, including a general explanation of the matter to be considered and a statement that the required data are available, at least 14 days prior to the meeting to any interested party who has requested such information. Any written request for mailed notices shall be valid for one year from the date on which it is filed unless a renewal request is filed. Renewal requests for mailed notices shall be filed on or before April 1 of each year. The district may charge a fee reasonably related to the cost of providing these materials. (Government Code 66016)

Information on the anticipated amount of fees, other available funds and funding sources, and the estimated cost of planning, land acquisition, and school construction shall be made available to the public at least 10 days before the hearing. (Government Code 66016)

At the hearing, the Board shall adopt a resolution for the levying of the developer fees. (Government Code 66016)

The resolution shall set forth:

1. The purpose of the fee, the use to which the fee is to be put, and the public improvement(s) that the fee will be used to finance (Government Code 66001, 66006)
2. The Board's findings of reasonable relationship which justify the fees pursuant to

DEVELOPER FEES

Government Code 66001

3. If the district requires payment of the fee at a time earlier than the date of final inspection or the issuance of a certificate of occupancy, the district's determination of either of the following conditions which allow collection of the fees at the time when building permits are issued: (Government Code 66007)
 - a. That the fees are to reimburse the district for previous expenditures
 - b. That the fees shall be collected for public improvements or facilities for which an account has been established, funds have been appropriated, and the district has adopted a proposed construction schedule or plan

In the case of any commercial or industrial development, the Board shall make findings on either an individual project basis or on the basis of categories of commercial or industrial development. Those categories may include, but are not limited to, the following uses: office, retail, transportation, communications and utilities, light industrial, heavy industrial, research and development, and warehouse. The Board shall also conduct a study to determine the impact of the increased number of employees anticipated to result from the commercial or industrial development upon the cost of providing school facilities within the district. (Education Code 17621)

Level 2 Fees: Residential Construction

In order to impose Level 2 residential construction fees within the limits of Government Code 65995.5, the Board shall, in addition to fulfilling the requirements above for Level 1 fees, undertake the following: (Government Code 65995.5)

1. Make a timely application to the State Allocation Board (SAB) for new construction funding and be determined to be eligible by SAB
2. Conduct and adopt a school facility needs analysis pursuant to Government Code 65995.6
3. Satisfy at least two of the requirements set forth in Government Code 65995.5(b)(3)(A-D)

At least 45 days prior to completion of the school facility needs analysis, the Board shall notify and provide copies of the analysis to the planning commission or agency of the city or county with land use jurisdiction within the district. Upon request of either party, the Board and city or county shall meet within 15 days following notification. (Government Code 65352.2)

The Board shall adopt the school facility needs analysis by resolution at a public hearing. (Government Code 65995.6)

This analysis shall not be adopted until the analysis, in its final form, has been made available to the public for a period of not less than 30 days. Prior to its adoption, the public shall have the

DEVELOPER FEES

opportunity to review and comment on the analysis and the Board shall respond to written comments it receives regarding the analysis. (Government Code 65995.6)

Not less than 30 days prior to the hearing, notice of the time and place of the hearing, including the location and procedure for viewing or requesting a copy of the proposed analysis, shall be published in at least one newspaper of general circulation within the jurisdiction of the district. If there is no paper of general circulation, the notice shall be posted in at least three conspicuous places within the district's jurisdiction not less than 30 days prior to the hearing. (Government Code 65995.6)

In addition, the Superintendent or designee shall mail a copy of the needs analysis not less than 30 days prior to the hearing to any person who has made a written request if the written request was made 45 days prior to the hearing. The district may charge a fee reasonably related to the cost of providing these materials. (Government Code 65995.6)

During the period of public review, the analysis shall be provided to the local agency responsible for land use planning for its review and comment. (Government Code 65995.6)

The school facility needs analysis may be revised at any time. The revision is subject to the same conditions and requirements applicable to the adoption of the analysis. The existing school building capacity shall be recalculated as part of any revision to the needs analysis. (Government Code 65995.6)

The fees authorized by Government Code 65995.6 and 65995.7 shall be adopted by resolution as part of the adoption or revision of the school facilities needs analysis. The fees shall take effect immediately upon adoption of the resolution and may not be effective for more than one year. (Government Code 65995.6)

Level 3 Fees: Residential Construction

When Level 3 fees are authorized by law and the district qualifies for Level 2 fees pursuant to Government Code 65995.5, the Board may assess a fee on residential construction pursuant to Government Code 65995.7.

The notice and hearing requirements, resolution requirement, and term of effectiveness for Level 3 fees shall be the same as the requirements for Level 2 fees as specified above. (Government Code 65995.7)

Use of Fees

The Board shall review information provided by the Superintendent or designee pursuant to Government Code 66006 regarding each account or fund into which developer fees have been

DEVELOPER FEES

deposited, at the first regularly scheduled public Board meeting which occurs 15 days after the information is made available to the public. Fifteen-day prior notice of this meeting shall be mailed to any parties filing a written request pursuant to Government Code 66006. (Government Code 66006)

In addition to discharging its public disclosure duties regarding the levying of developer fees, the Board shall, for the fifth fiscal year after the first deposit into the account or fund and every five years thereafter, make all of the following findings with respect to the portion of the account or fund that remains unexpended, whether committed or uncommitted: (Government Code 66001)

1. Identify the purpose to which the fee is to be put
2. Demonstrate a reasonable relationship between the fee and the purpose for which it is charged
3. Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements originally identified
4. Designate the approximate dates on which the funding referred to in item #3 is expected to be deposited into the appropriate account or fund

~~Appeals Process for Protests by Developers~~

~~The Superintendent or designee shall establish an appeals process for the handling of protests by developers. (Education Code 17621)~~

State

2 CCR 1859-1859.199: Leroy F. Greene School Facilities Act

Ed. Code 101122: Schedule for allocation of proceeds from sale of bonds

Legal Reference:

EDUCATION CODE

Ed. Code 17070.10-17077.10 Leroy F. Greene School Facilities Act of 1998

Ed. Code 17582 District deferred maintenance fund

Ed. Code 17620-17626 Levies against development projects by school districts

GOVERNMENT CODE

Gov. Code 6061 One time notice

Gov. Code 6066 Two weeks' notice

Gov. Code 65352.2 **Communicating and Coordinating of school sites** ~~Level 2 funding notification requirement~~

Gov. Code 65864-65869.5 Development agreements

Gov. Code 65995-65998 Payment of fees against a development project

Gov. Code 66000-66008 Fees for development projects

Gov. Code 66016-66018.5 Development project fees

Gov. Code 66020-66025 Protests and audits

CODE OF REGULATIONS, TITLE 2

~~1859-1859.106 School facility program~~

COURT DECISIONS

Management Resources

Court Decision: Dolan v. City of Tigard (1994) 114 S.Ct. 2309

Website: ~~WEB SITES~~ Department of General Services, Office of Public School Construction:

Facilities

BP 7211 (e)

DEVELOPER FEES

<http://www.opsc.dgs.ca.gov>

Cross Reference

Code

7131: Relations With Local Agencies

7210: Facilities Financing

7212: Mello-Ross Districts

Policy Adopted: 11/10/21

Orcutt Union School District
Orcutt, California



BUSINESS SERVICES MEMORANDUM

TO: Board of Trustees

FROM: Holly Edds, Ed.D
Superintendent

BOARD MEETING DATE: November 10, 2021

BOARD AGENDA ITEM: Construction Change Order- RDZ for the Orcutt Jr. High Administration Building.

BACKGROUND: Attached is change order request #005 from RDZ in the amount of \$80,213.92 for the Orcutt Jr. High Administration Building. The change order is related to some or all of the following reasons; unforeseen conditions during construction, design issue, or owner requested change.

The change order request was reviewed by the following parties, the Contractor, TELACU Construction Management firm, and district staff.

RECOMMENDATION: Staff recommends the Board of Trustees approve the change order for RDZ Industries for \$80,213.92, as submitted.

FUNDING: Fund 21 – Building fund for the Measure G Bond

CHANGE ORDER

Distribution:

- OUSD
- 19-Six Architects
- Contractor
- TELACU Construction Management (TCM)
- Inspector of Record

Project:
Orcutt Junior High School - Administration Building
Orcutt Union School District
 500 Dyer Street
 Orcutt, CA 93455

Change Order Number: **5**

Date: **10/22/2021**

To Contractor:
 RDZ Contractors
 PO Box 760
 Nipomo, CA 93444

Contract Date: **2/25/2021**

The Contract Is Changed As Follows:
Refer to the attached summary page

The original Contract Sum was	\$	2,442,931.00
The net change by previously authorized Change Orders	\$	210,252.46
The Contract Sum prior to this Change Order was	\$	2,653,183.46
The Contract Sum will be Increased by this new Change Order in the amount of	\$	80,213.92
The new Contract Sum including this Change Order will be	\$	2,733,397.38
The Contract Time will be (increased) (decreased) (unchanged) by -0- days.		
The date of Substantial Completion as of the date of this Change Order therefore is		Unchanged

Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price Which have been authorized by Construction Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE OWNER, CONTRACTOR, AND CONSTRUCTION MANAGER.

Owner	Contractor	Construction Mgr.	Architect of Record	Inspector of Record
Orcutt Union School District	RDZ Contractors	TELACU Construction Management	19-Six Architects	Kenco Construction Services, Inc.
500 Dyer Street Orcutt, CA 93455	PO Box 760 Nipomo, CA 93444	604 N. Eckhoff St. Orange, CA 92868	560 Higuera Street, Ste C San Luis Obispo, CA 93401	1230 Doris Ave. Oxnard, CA 93030

BY (Signature) BY (Signature) BY (Signature) BY (Signature) BY (Signature)

DATE DATE DATE DATE DATE

CHANGE ORDER 05- Summary Sheet

Item #	Title	PCO#	PCO Description	Final Price
1	Added Site Irrigation and Landscaping	30	Owner Requested – Per the District’s request, additional irrigation and planting/sodding scope has been added to address the areas to the north of the new building/parking lot and east of the existing OJHS parking lot. The costs associated with this change includes added labor, equipment and materials to install new irrigation, amend soils, and place sod to the disturbed existing turf area along Pinal Ave. The disturbed area to the east of the existing parking lot will receive trees, shrubs and bark to match the new adjacent landscape. A 90-Day maintenance period is also included.	\$77,693.92
2	Single-Use Restroom Privacy Locks	32	Design Issue – The bid documents called for the incorrect multi-occupancy door hardware at both single-use restroom doors. The costs associated with this change includes ordering of the correct single-use restroom door hardware. Due to the original hardware being ordered per the approved submittal, the district is to receive the unused multi-occupancy restroom door hardware for their use.	\$2,520.00
Total Change Order Amount				\$80,213.92



BUSINESS SERVICES MEMORANDUM

TO: Board of Trustees

FROM: Holly Edds, Ed.D
Superintendent

BOARD MEETING DATE: November 10, 2021

BOARD AGENDA ITEM: Construction Change Order- RDZ for the Olga Reed Electrical Improvement Project

BACKGROUND: Attached is change order request #001 from RDZ in the amount of \$-25,215.43 for the Olga Reed Electrical Improvement Project. The change order is related to a reassessed scope of work pertaining to the underground and low voltage conduits resulting in to a credit of \$25,215.43 back to the District.

The change order request was reviewed by the following parties, the Contractor, TELACU Construction Management firm, and district staff.

RECOMMENDATION: Staff recommends the Board of Trustees approve the change order for RDZ Industries for \$-25,215.43, as submitted.

FUNDING: Fund 21 – Building fund for the Measure G Bond

CHANGE ORDER

Distribution:

- OUSD
- 19-Six Architects
- Contractor
- TELACU Construction Management (TCM)
- Inspector of Record

Project:
Olga Reed Site Electrical Improvements
Orcutt Union School District
 500 Dyer Street
 Orcutt, CA 93455

Change Order Number: **1**

Date: **10/22/2021**

To Contractor:
 RDZ Contractors
 PO Box 760
 Nipomo, CA 93444

Contract Date: **5/19/2021**

The Contract Is Changed As Follows:
Refer to the attached summary page

The original Contract Sum was	\$	468,794.00
The net change by previously authorized Change Orders	\$	-
The Contract Sum prior to this Change Order was	\$	468,794.00
The Contract Sum will be Decreased by this new Change Order in the amount of	\$	(25,215.43)
The new Contract Sum including this Change Order will be	\$	443,578.57
The Contract Time will be (increased) (decreased) (unchanged) by -0- days.		
The date of Substantial Completion as of the date of this Change Order therefore is		Unchanged

Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price Which have been authorized by Construction Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE OWNER, CONTRACTOR, AND CONSTRUCTION MANAGER.

Owner	Contractor	Construction Mgr.	Architect of Record	Inspector of Record
Orcutt Union School District	RDZ Contractors	TELACU Construction Management	19-Six Architects	Kenco Construction Services, Inc.
500 Dyer Street Orcutt, CA 93455	PO Box 760 Nipomo, CA 93444	604 N. Eckhoff St. Orange, CA 92868	560 Higuera Street, Ste C San Luis Obispo, CA 93401	1230 Doris Ave. Oxnard, CA 93030

BY (Signature) BY (Signature) BY (Signature) BY (Signature) BY (Signature)

DATE DATE DATE DATE DATE

CHANGE ORDER 01- Summary Sheet

Item #	Title	PCO#	PCO Description	Final Price
1	Credit for Deleted Scope/ Allowance Credit-Back	2	Owner Requested/Contract Requirement – Prior to construction starting, the underground conduit scope was reassessed and adjusted to the District’s future utility needs for the upcoming Olga Reed campus modernization. The project designers concluded that some of the low voltage conduits can be removed from the project scope and credited back to the District. In addition to the credited back scope, an additional credit is included to account for the unused portion of the owner’s allowance for the project as required per the contract.	-\$29,668.43
2	Site Storm Drainage Improvements	6	Owner Requested – During the sidewalk demolition for the underground conduit trenching work, site water drainage sleeves were discovered running under the existing sidewalks between Building 020 and the row of portable classrooms to the west. The pipes were clogged with dirt and not functional. Per the District’s request, the existing pipes were dug-out, removed and replaced by the contractor. The cost associated with this change includes added labor, equipment and material to remove and replace the under-sidewalk sleeves, wrapping each end of the sleeves with rock and geo-textile fabric to mitigate future clogging of pipes.	\$4,453.00
Total Change Order Amount				\$ (25,215.43)

**INTERDISTRICT TRANSFER AGREEMENT
BETWEEN
GUADALUPE SCHOOL DISTRICT AND ORCUTT SCHOOL DISTRICT REGARDING
INDEPENDENT STUDY
FOR THE 2021-2022 SCHOOL YEAR**

This Agreement is entered into as of August 11, 2021, by and between the Guadalupe School District, the District of Residence (“DOR”), and the Orcutt School District, the District of Attendance (“DOA”) and collectively referred to as “the Districts” or “the Parties,” the responsibilities of the Parties with respect to the delivery and financing of independent study to eligible students, as set forth in Education Code sections 51745, *et seq.*

RECITALS

WHEREAS, Assembly Bill No. 130 (Ch. 44, Stats. 2021, hereafter “AB 130”) requires school districts and county offices of education to offer independent study to meet the educational needs of students in the 2021-2022 school year;

WHEREAS, Education Code section 51745, subdivision (f), provides that a school district may meet the requirement to offer independent study for the 2021-2022 school year by contracting with a county office of education or entering into an interdistrict transfer agreement with another school district;

WHEREAS, the Districts desire to enter into this interdistrict transfer agreement for DOA to provide independent study for eligible students, including eligible students under the Individuals with Disabilities Education Act (20 U.S.C. §§ 1400 *et seq.*) and Section 504 of the Rehabilitation of Act of 1973 (29 U.S.C. § 794 *et seq.*; and

WHEREAS, this Agreement has the purposes of clarifying the roles and responsibilities of the Parties with regards to eligible students who are placed in independent study, as set forth in Education Code sections 51745, *et seq.*

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, the Parties do hereby agree as follows:

AGREEMENT

1. Subject to the provisions of this Agreement, DOA agrees to provide independent study services to eligible students of DOR for the 2021-2022 school year only. DOA shall fully comply with all legal requirements for independent study programs, including but not limited to the provisions of Education Code sections 51745, *et seq.*

2. Eligible students shall be identified by DOR and referred to DOA for enrolling through an interdistrict transfer agreement for the 2021-2022 school year only in the independent study program operated by DOA.

3. DOR shall notify parents and guardians of the students in its district of their option to enroll for in-person instruction provided by DOR or independent study provided by DOA.

4. The independent study program shall operate in accordance with the academic calendar adopted by DOA, notwithstanding any differences between the academic calendar adopted by DOR and academic calendar adopted by DOA.

5. GENERAL EDUCATION STUDENTS

- a. Child Find. DOA will comply with all child find duties and will refer any student for whom assessment for 504 or special education eligibility may be warranted to DOR.
- b. DOA shall provide at least the following opportunities for DOR independent study students:
 - i. For students in transitional kindergarten through grade 3 daily synchronous instruction.
 - ii. For students in grades 4 to 8 at least weekly synchronous instruction.
 - iii. For all students, a plan to transition those students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case, later than five (5) instructional days back to DOR.
 - iv. In the event that a student from DOR is not making sufficient academic progress at DOA, including required attendance, as determined by DOA, DOA shall inform DOR immediately and the two districts shall collaborate on next steps.
 - v. In the event it is established that a student has engaged in an expellable offense, DOA may revoke the interdistrict transfer. If DOA intends to revoke any individual independent study interdistrict transfer pursuant to this term, DOA shall notify DOR within twenty-four hours of DOA's determination that the student committed an expellable offense.
- c. DOA shall inform DOR of any and all parent/guardians concerns/complaints five business days and shall work with the DOR in responding to or investigating the complaint pursuant to any applicable timelines. To the extent the concern/complaint is governed by district procedure, DOA Board Policies/Administrative Regulations shall apply.

6. STUDENTS WITH DISABILITIES

- a. "Student with Disabilities" is defined as any student who meets eligibility under the Individuals with Disabilities Education Act (20 U.S.C. §§ 1400 *et*

seq.) or Section 504 of the Rehabilitation of Act of 1973 (29 U.S.C. § 794 *et seq.*)

- b. DOA shall provide at the following opportunities for DOR independent study students with disabilities:
 - i. All opportunities offered to general education students as outlined by section 5.b. i-v, above.
 - ii. DOR shall notify DOA within 5 business days of receiving a request from a student with a disability to participate in independent study. Notification shall be made to the Executive Director of Special Education and Program Specialist at DOA via email. Representatives from DOA and DOR shall convene a staffing meeting prior to convening an IEP or 504 meeting upon a student with disabilities request to participate in the independent study program. The Parties shall discuss the student's needs at the staffing meeting.
 - iii. DOR and DOA will participate in IEP meeting outlined in paragraph (b)(ii) to determine whether independent study is appropriate.
 - iv. It is the responsibility of the DOR to design the offer of Free and Appropriate Public Education or "FAPE" in consultation with the DOA.
 - v. It is the responsibility of the DOA to implement FAPE so long as DOA has agreed they are able to do so.
 - vi. DOR shall be responsible for all assessments of students on IEPs or Section 504 plans. DOA shall inform DOR of all requests for assessments within five (5) business days and DOR shall assess.
 - vii. DOA and DOR shall jointly arrange for and coordinate all IEP meetings, including annual and triennial IEP meetings, and Section 504 meetings. DOA shall invite DOR to attend all IEP meetings and Section 504 meetings.
 - viii. DOA shall be responsible for collecting and providing all data on IEP goals to DOR at IEP reporting periods and upon special request by DOR.
 - ix. If consent to an IEP or Section 504 plan is not received within 30 days, DOA shall inform DOR within five (5) business days of the expiration of the 30-day period.
 - x. DOA shall be responsible for providing all specialized academic instruction as required by a student's IEP or Section 504 plan.
 - xi. DOA shall be responsible for providing all related services, program accommodations, and/or modifications as required by the student's IEP or Section 504 plan.
 - xii. DOA shall be responsible for providing transportation if it is required by the student's IEP or Section 504 plan, unless DOR exercises its option to provide the transportation if it has the resources available. A determination will be made on a case-by-case basis by DOR and

communicated promptly to DOA.

- xiii. In the event that a student with disabilities from DOR engages in conduct that would be an expellable offense, DOA will contact DOR within 24 hours to discuss next steps. If a manifestation determination is required, DOA and DOR shall both participate.
- c. DOA shall contact DOR to schedule a staffing if they believe any change of placement may be warranted for a student with disabilities.
 - d. In consultation with DOA, DOR can initiate a due process hearing if legally necessary. If litigation is brought by a student, DOA and DOR agree to cooperate with each other for information and next steps. In such an event of a due process dispute, DOA will be responsible for claims related to implementation and DOR will be responsible for claims related to design and offer of FAPE. Each agency shall bear their own legal costs associated with due process. Alternatively, if each Party agrees, DOA and DOR may hire the same legal counsel and share the cost of legal fees through a joint defense agreement. DOA and DOR agree to cooperate with each other for information and next steps related to any due process action.
 - e. Should DOA determine that a student is not making satisfactory educational progress as defined by AB 130, DOA shall notify DOR and schedule a meeting with the student and their parent/guardian and both DOA and DOR.
7. Any request for the provision of meals shall be referred to the DOR for coordination with the family.
8. DOA shall bill DOR ~~\$100.00~~ \$25 per student per day of enrollment in the independent study program, which shall include specialized academic instruction, speech and language therapy, and virtual occupational therapy outlined in the IEP or 504 plan of any eligible student. DOA shall additionally bill DOR for the actual cost of providing the following IEP/504 services:
- a. Any service required by the IEP to be provided in-person;
 - b. Any related service other than specialized academic instruction, speech and language therapy, and virtual occupational therapy; and
 - c. Transportation required by the IEP.
9. DOA shall submit invoices to DOR no more than quarterly, but at least semi-annually, and payment shall be made within 30 days. In the invoice, DOA shall include itemized costs associated with actual costs of billed services as outlined in paragraph 8.
10. DOA shall ensure that students enrolled in the independent study program have

access to the technological resources needed to participate in the educational program and complete assigned work.

11. DOA shall initiate tiered reengagement strategies when needed due to student absences or non-participation in the independent study program.

12. DOA shall provide appropriate supports for students with disabilities or mental health needs, or who are not performing at grade level. DOA will be responsible for implementing all individualized educational plans (IEPs) for students with exceptional needs.

13. DOA shall be responsible for data reporting requirements to the State of California Department of Education.

14. DOR and DOA shall have adopted and implemented written policies with regards to independent study in compliance with Education Code section 51747 and applicable rules and regulations adopted by the State Superintendent of Public Instruction.

15. DOR shall indemnify and hold harmless from and against any and all claims, liabilities, causes of action, losses, costs, damages and expenses (including reasonable attorneys' fees) incurred by DOA as a result of any breach of this Agreement by the DOR or any acts or omissions of DOR, its employees or agents, except for acts of negligence or misconduct of DOA.

16. DOA shall indemnify and hold harmless from and against any and all claims, liabilities, causes of action, losses, costs, damages and expenses (including reasonable attorneys' fees) incurred by the DOR as a result of any breach of this Agreement by DOA or any acts or omissions of DOA, its employees or agents, except for acts of negligence or misconduct of DOR.

17. Students shall be required to complete the standard IDT paperwork, but the districts expressly agree that all terms regarding the residency, placement and funding of these transfers shall be governed by this Agreement. Both DOA and DOR shall complete any necessary steps to facilitate the transfer into and out of the independent study program. Students who exit the independent student program will return to DOR and shall be considered students of DOR for purposes of apportionment.

18. This Agreement shall expire on June 30, 2022, unless extended in writing by the Parties.

19. Miscellaneous Provisions:

a. Venue. The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the Parties shall be governed by the laws of the State of California, and venue shall lie in the appropriate court in Santa Barbara County.

b. Modifications. No modifications, amendments, changes, or variations or any kind to this Agreement are authorized without written consent, evidenced by execution of an

amendment by an authorized representative of the DOR and DOA. The Parties agree that should circumstances change, they will meet upon request of either party to discuss whether modification is appropriate.

c. Cancellation. Either Party may cancel this agreement with 30 days advance written notice to the Superintendent of the other district.

d. Interpretation. The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all Parties shall be treated as equally responsible for such ambiguity.

e. Integrated Agreement. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms. Each of the Parties acknowledges that no one has made any promise, representation or warranty whatsoever, express or implied, written or oral, not contained herein to induce them to execute this Agreement, and that this Agreement is not executed in reliance upon any such promise, representation or warranty.

f. Survival of Covenants. Notwithstanding termination of the Agreement, the indemnification provisions shall survive and be fully enforceable notwithstanding the termination date of the Agreement.

g. No Construction against Drafter. The text of this Agreement is the product of negotiations between the Parties who are of equal bargaining power; the text of this Agreement shall not be construed against the drafter or as having been prepared by one party or the other.

h. Attorneys Fees. In the event of action regarding breach of this agreement, the Parties agree to bear their own attorneys' fees and costs.

i. Each person below warrants and guarantees that s/he is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this Agreement. This Agreement may be signed in counterpart such that the signatures may appear on the separate signature pages. Facsimile or photocopy signatures shall have the same force and effect as original signatures.

GUADALUPE UNION SCHOOL
DISTRICT

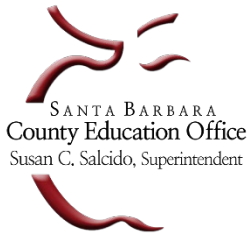
ORUCTT UNION SCHOOL DISTRICT

Dr. Holly Edds, Superintendent

Dr. Emilio Handall, Superintendent

Date: _____

Date: _____



SELECTION OF DATE AND TIME FOR THE ANNUAL GOVERNING BOARD ORGANIZATIONAL MEETING

Today's date: ___/___/___

District: _____

Completed by: _____

Title: _____

Annual Governing Board Organization Meeting

- Date of meeting: _____
- Time of meeting: _____

**Note: Meeting must
be scheduled
between Dec. 10-24**

Return completed form to:

School Business Advisory Services
Santa Barbara County Education Office

REFERENCE:
EC§35143; 72000(B)(5)(C)(2)A,B,C

ATTACHMENT A



BUSINESS SERVICES MEMORANDUM

TO: Board of Trustees

FROM: Holly Edds, Ed.D
Superintendent

BOARD MEETING DATE: November 10, 2021

BOARD AGENDA ITEM: Youth League Facility Use Agreements

BACKGROUND: The Facility Use Agreements for the 21-22 school year between Orcutt Union School District and Orcutt American Little League, Orcutt National Little League and Orcutt Youth Softball Association are included for your review and approval.

RECOMMENDATION: Staff recommends that the Board of Trustees approve the Facility Use Agreement with the Orcutt American Little League, Orcutt National Little League and Orcutt Youth Softball Association as submitted.

FUNDING: N/A

ORCUTT UNION SCHOOL DISTRICT

Facilities Use Agreement with Orcutt National Little League

1. This Agreement is entered into pursuant to the provisions of Article 2 (commencing with Section 38130) of Chapter 4 of Part 23 of Division 2 of Title 2 of the California Education Code known as the Civic Center Act.
2. The parties to this Agreement are the Orcutt Union School District, a public school district organized and operating under the laws of the State of California (hereinafter referred to as "District"), and **Orcutt National Little League**, a nonprofit unincorporated community association (hereinafter referred to as "Association").
3. The term of this Agreement shall be one (1) year commencing upon its execution by both parties. It may be extended or renewed upon written agreement by both parties.
4. The District hereby agrees that except as otherwise provided for in this Agreement, the Association shall have (during non-school hours) access to and full use of the baseball complex at **Orcutt Academy High School**, provided, however, that the District shall retain full access rights at all times. The District will not permit any use that is incompatible with the Little League's use of the complex.
5. The Association hereby agrees to assume full responsibility for maintenance of the complex, including, but not limited to mowing and watering of all grass areas, trimming and watering of vegetation, control of dust, picking up of all litter, trash and debris.
6. The Association shall assume full responsibility for vehicle control and parking during its hours of use of the facilities. All parking is on the street, only a delivery or maintenance vehicle is allowed to drive onto District property and this access may be revoked by the District at any time.
7. Any public address or other voice-amplification system operated by the Association in conjunction with its sponsored activities shall be operated at reasonable sound levels, and no such amplification system shall be operated after 9:30 p.m.
8. Additions to or expansion of the complex shall be undertaken by the Association only upon prior authorization from the District Board of Trustees.
9. The Association shall secure a written release, to be approved in form by the District, from each person using the complex under its auspices whereby such individual acknowledges that he/she recognizes that the Association is responsible for the use and maintenance of the property and that he/she is releasing the District from any and all liability for any accident or injury which may occur during such use of the complex.
10. The Association hereby agrees, as a condition of this Agreement, to provide evidence to the District of current personal and property liability insurance in an amount not less than two million dollars (\$2,000,000), with the District named as an additional insured. The Association further agrees to maintain such valid liability insurance for the term of this Agreement and any extension or renewal thereof.
11. The Association agrees to indemnify, defend and hold harmless the District, its officers and employees, against any and all actions, allegations, claims, costs, damages, fees, and judgments arising out of its use, control, construction, and maintenance of the complex or otherwise related to this Agreement.
12. This Agreement may be terminated by either party upon sixty (60) days written notice.

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

EXECUTED this 15th day of October at Orcutt, California, by:

ORCUTT UNION SCHOOL DISTRICT

ORCUTT NATIONAL LITTLE LEAGUE

by:

by:

Name

Name

Assistant Superintendent Business Services
Title

Title

Date

Date

EIN # for Non-Profit Status

ORCUTT UNION SCHOOL DISTRICT

Facilities Use Agreement with Orcutt Youth Softball Association

1. This Agreement is entered into pursuant to the provisions of Article 2 (commencing with Section 38130) of Chapter 4 of Part 23 of Division 2 of Title 2 of the California Education Code known as the Civic Center Act.
2. The parties to this Agreement are the **ORCUTT UNION SCHOOL DISTRICT**, a public school district organized and operating under the laws of the State of California (hereinafter referred to as "District"), and **ORCUTT YOUTH SOFTBALL ASSOCIATION**, (hereinafter referred to as "Association") a non-profit 501(c)(3) organization, classified as a public charity under sections 509(a)(1) and 170 (b)(1)(A)(vi) of the Internal Revenue Code .
3. The term of this Agreement shall be one (1) year commencing upon its execution by both parties. It may be extended or renewed upon written agreement by both parties.
4. The District hereby agrees that except as otherwise provided for in this Agreement, the Association shall have shared (during non-school hours) access with Orcutt Academy High School and full use of the softball complex and parking facilities generally described in Exhibit A., at **Lakeview Jr. High School**. The District shall retain full access rights at all times, and Orcutt Academy High School with the Association will strive to work together in creating schedules that are mutually respectful to each group's needs. In the event Association and Orcutt Academy High School cannot agree on a schedule of use, District reserves the right to make a final decision. The District will not permit any use that is incompatible with the Orcutt Academy High School's or Association's use of the complex.
5. The Association hereby agrees to assume full responsibility for maintenance of the grounds and facilities generally described in Exhibit A, including, but not limited to comprehensive maintenance of permanent and temporary structures, including snack shack, restrooms, storage shed, bleachers, and fencing; mowing and watering of all grass areas; trimming and watering of vegetation; control of dust on playing fields and parking area; collection and removal of litter, trash and debris. The Association shall insure that separate utility meters are installed and operational at all times. The District agrees to maintain field 5. Orcutt Academy High School is agreeable to assisting with work parties for the other fields as long as the coaches are notified prior to the work party date. **See Addenda A.**
6. As indicated in Exhibit A, the Association has the use of fields 1-4. Field 5 may be used for games, tournaments, and practices, in conjunction with the use of fields 1-4. The general public may use field five if it is not used by the Orcutt Academy and/or the Association. The District retains the right to utilize all fields and areas during school hours. After hours, Orcutt Academy High School and the Association will share the use of fields for practice and games at times that are mutually designated by both parties, subject to the District's final determination in the event the parties cannot agree on a schedule.
7. OYSA and Orcutt Union School District have agreed to have Righetti High School and St. Joseph High use OYSA fields 1-4. Items number (21) and number (22) have been revised to reflect the additional school sites. The district requires that schedules of practices and games for each group using the fields be submitted to the Business Services office before the beginning of each season.

Seatrails and cement slabs will be allowed on district property and placed in an area agreed and approved by Orcutt Union School District and all parties involved. All cement work and maintenance will be at the cost of the Association.

Orcutt Youth Softball Association Agreement

Page 2 of 6

8. The Association shall assume full responsibility for vehicle control and parking during all hours of their use of the softball complex. This shall include insuring that vehicles do not park or travel in unauthorized areas.
9. The use of tobacco products, illegal drugs or controlled substances, and/or alcoholic beverages is strictly prohibited on District property. The Association shall use best efforts to ensure that these substances are not used on the District's property while the property is in use by the Association.
10. The Association shall forward a roster for the Association upon the election of a new board or upon any change in board membership.
11. Dogs (other than service dogs) and other pets are prohibited from the District campus at all times. The Association shall use its best efforts to ensure that this rule is followed during the Association's use of the property.
12. Any public address or other voice-amplification system operated by the Association in conjunction with its sponsored activities shall be operated at reasonable sound levels, and no such amplification system shall be operated after daylight hours.
13. Lighting fixtures for the softball complex shall not be installed, and games shall not take place after the onset of darkness. Security lights may be installed at the snack bar and garage area.
14. Turf areas shall not be watered between 8:00 a.m. and 6:00 p.m. or excessively watered to maximize water conservation.
15. For purposes of conserving water used for turf areas, there shall be the regularly scheduled maintenance of the automatic or manual water system(s), and adherence to the watering schedule which is based on recommendations by the University of California Agriculture Cooperative Extension.
16. Plumbing and irrigation devices shall be low water flow devices with no greater than 3.0 gallon per flush toilets and 2.0 gallon per minute sink faucets.
17. Refuse, and recyclable materials shall be collected in containers with lids. If recyclable materials are used, a recycling program must be developed and approved by the County of Santa Barbara.
18. The Association shall encourage carpooling to games and practices, and shall encourage restriction of parking and loading/unloading to the school property designed for such use. The following is a required procedure:
Before the first practice of each session, Santa Maria-Orcutt area participants shall be provided a form letter which encourages carpooling and discourages off-site parking and loading/unloading. A copy of this letter is attached, marked as Exhibit B.
19. Additions to, modifications to or expansion of the complex shall be undertaken by the Association only upon prior written authorization from the District Board of Trustees.
20. The Association shall secure a written release from each individual, organization, or entity using the softball complex or its facilities under its auspices whereby such individual, organization or entity acknowledges that the District shall be held harmless from any and all liability for any accident or injury which may occur during such use of the softball complex or its facilities.

21. The Association and all other schools that use the field under the Associations agreement hereby agree, as a condition of this Agreement, to provide written evidence naming the Orcutt Union School District as additional insured to the District of current personal and property liability insurance in an amount not less than two million dollars (\$2,000,000), and the Association further agrees to maintain such valid liability insurance for the term of this Agreement and any extension of renewal thereof.
22. The Association and all other schools that use the field under the Associations agreement agree to indemnify, defend, and hold harmless the District, its officers, and employees, against any and all actions, allegations, claims, costs, damages, fees, and judgments arising out of its use, control, construction and maintenance of the complex generally described in Exhibit A or otherwise arising from or related to Association's performance under this Agreement.
23. This Agreement may be terminated with or without cause by either party upon sixty (60) days written notice, which shall explain the reasons for such termination. Notwithstanding the preceding, if Association is in breach of this Agreement, District shall give Association written notice of the breach, and if the breach is not cured within three (3) working days, District has the right to suspend Association's use of the complex.
24. This Agreement shall be governed by and construed under the laws of the State of California and jurisdiction over any claim arising hereunder shall vest in the courts of Santa Barbara County, California.
25. Nothing in this Agreement is intended or shall be deemed to constitute a partnership or joint venture between the District and the Association.
26. The failure of District or Association to enforce at any time any provision of this Agreement shall in no way be construed to be a waiver of such provision, nor in any way shall affect the validity of any part of this Agreement, or the right of the District or the Association to thereafter enforce each and every provision.
27. The indemnification obligations hereunder shall survive termination or expiration of this Agreement.
28. All correspondence and notices hereunder shall be in writing and will be deemed to be delivered on the same day, if given and confirmed via facsimile transmission or electronic mail, the next day by overnight courier, on the fifth day if by registered or certified mail, or upon receipt by regular mail. In the event of an emergency, notice shall be given verbally and in writing.
29. This Agreement and the Exhibits attached hereto constitute the entire Agreement between the parties relating to the use of these facilities and superseded any previous oral or written agreement which may have existed between the parties. Should any portion of this Agreement be deemed unenforceable or otherwise illegal, the remaining sections of this Agreement shall remain in force for the duration of the Agreement. This Agreement may be amended only upon further written agreement by both parties.

ADDENDA

- A. In order to minimize disruptions in water service to the Softball Facility, the District will pay Golden State Water directly. The Orcutt Youth Softball Association agrees to reimburse the District for the water used at the Softball Facility. The District will bill the Association monthly for water used on Golden State Water Company Account # 88344100008 which has a meter dedicated exclusively to

Orcutt Youth Softball Association Agreement
Page 4 of 6

the Softball Facility. The District agrees to pay the outstanding balances from March 30, 2021 through July 16, 2021 (\$5,979.24) when the Association was not operating due to COVID 19 shutdowns. The District will continue to pay the bill until September 30, 2021 and begin seeking reimbursements for water bills after October 1, 2021.

EXECUTED this 15th, day of October 2021 at Orcutt, California, by:

ORCUTT UNION SCHOOL DISTRICT

ORCUTT YOUTH SOFTBALL ASSOCIATION

by:

by:

Nicholas Taylor, Ed.D.
Name

Name

Assistant Superintendent Business Services
Title

Title

Date

Date

EIN # for Proof of Non-Profit Status

Revised 10-15-2021

Exhibit A

Lakeview Junior High School Orcutt Youth Softball Complex

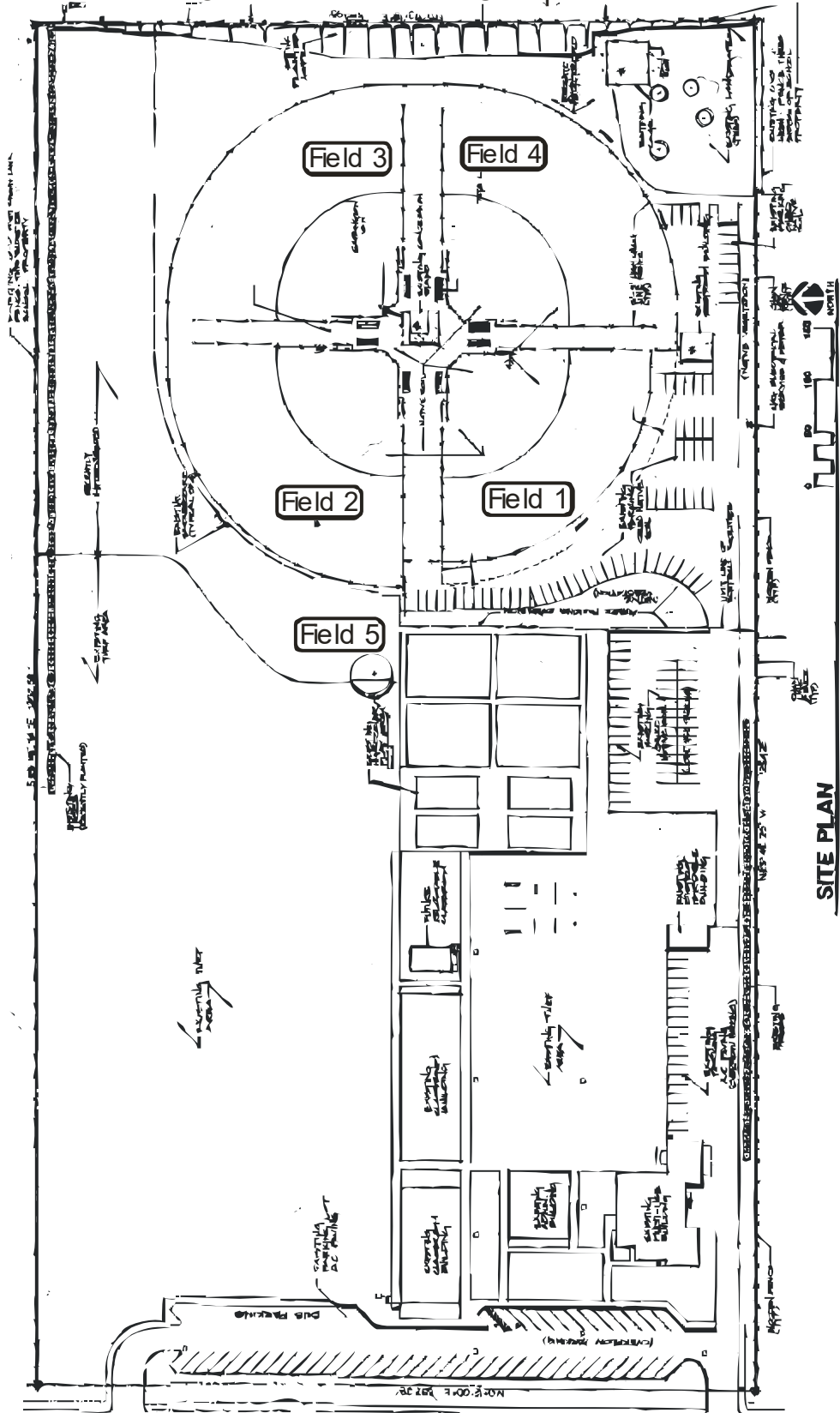


Exhibit B

Date

Dear Softball Youth Parents:

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

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

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

Orcutt Youth Softball Association

Orcutt Union School District

Facilities Use Agreement with Orcutt American Little League

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

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

10. The Association hereby agrees, as a condition of this Agreement, to provide written evidence to the District of current personal and property liability insurance in an amount not less than two million dollars (\$2,000,000), with the District named as an additional insured. The Association further agrees to maintain such valid liability insurance for the term of this Agreement and any extension or renewal thereof.
11. The Association agrees to indemnify, defend and hold harmless the District, its officers and employees, against any and all actions, allegations, claims, costs, damages, fees, and judgments arising out of its use, control, construction, and maintenance of the complex or otherwise related to Association's performance under this Agreement.
12. This Agreement may be terminated by either party, with or without cause upon sixty (60) days written notice. Notwithstanding the foregoing, if Association is in breach of this Agreement, District shall give Association written notice of the breach, and if the breach is not cured within three (3) working days, District has the right to suspend Association's use of the complex.
13. This Agreement constitutes the entire agreement between the parties relating to use of the complex and supersedes any previous oral or written agreement which may have existed between the parties. This Agreement may be amended only upon the further written agreement of the parties.
14. This Agreement shall be governed by and construed under the laws of the State of California and jurisdiction over any claim arising hereunder shall vest in the courts of Santa Barbara County, California.
15. Nothing in this Agreement is intended, or shall be deemed to constitute a partnership or joint venture between the District and the Association.
16. The failure of the District or Association to enforce at any time any provision of this Agreement shall in no way be construed to be a waiver of such provision, nor in any way shall affect the validity of any part of this Agreement, or the right of the District or the Association to thereafter enforce each and every provision.
17. All the clauses of this Agreement are distinct and severable, and if any cause shall be deemed illegal, void or unreasonable, it shall not affect the validity, legal enforceability of any portion or clause of this Agreement.
18. The indemnification obligations hereunder shall survive termination or expiration of this Agreement.
19. All correspondence and notices hereunder shall be in writing and will be deemed to be delivered on the same day, if given and confirmed via facsimile transmission or electronic mail, the next day by overnight courier, on the fifth day if by registered or certified mail, or upon receipt by regular mail. In the event of an emergency, notice shall be given verbally and in writing.
20. The use of tobacco products, illegal drugs or controlled substances and/or alcoholic beverages is strictly prohibited on District property. The Association shall use best efforts to ensure that these substances are not used on the District's property while the complex is in use by the Association.

- 21. The Association shall forward a roster for the Association upon election of a new board or upon any change in board membership.
- 22. Dogs (except service dogs) and other pets are prohibited from the District campus at all times. The Association shall use its best efforts to ensure that this rule is followed during the Association's use of the complex.

EXECUTED this 15th day of October at Orcutt, California, by:

ORCUTT UNION SCHOOL DISTRICT

by:

Name

Assistant Superintendent, Business Services
Title

Date

ORCUTT AMERICAN LITTLE LEAGUE

by:

Name

Title

Date

EIN # for Proof of Non-Profit Status



BUSINESS SERVICES MEMORANDUM

TO: Board of Trustees

FROM: Holly Edds, Ed.D
Superintendent

BOARD MEETING DATE: November 10, 2021

BOARD AGENDA ITEM: Board Policy 3516.5, Emergency Schedules

BACKGROUND: Policy 3516.5 updated to reflect new law (AB 130, 2021) requiring districts applying to the Superintendent of Public Instruction to obtain apportionment credit for days and minutes lost due to emergency closure after September 1, 2021 to certify in an affidavit that the district has a plan for offering independent study within 10 days of school closure to impacted students. Policy also updated to reflect requirement that the plan for independent study address the establishment, within a reasonable time, of independent study master agreements and require the reopening in person once allowable under direction from the city or county health office.

RECOMMENDATION: It is recommended that the Board of Trustees approve the revised Board Policy 3516.5, Emergency Schedules, for the first reading and that it be placed on the next Consent Agenda for the second reading.

FUNDING: N/A

EMERGENCY SCHEDULES

In order to provide for the safety of students and staff, the **Governing** Board ~~of Trustees~~ authorizes the Superintendent or designee to close a school site, change the regular school day schedule, or take any necessary action when hazardous environmental or weather conditions or other emergencies warrant.

~~(cf. 0450—Comprehensive Safety Plan)
(cf. 4157/4257/4357—Employee Safety)
(cf. 5142—Safety)
(cf. 6112—School Day)~~

When an emergency condition causes a school closure, reduction in attendance, or change in schedule pursuant to Education Code 41422 or 46392, thereby preventing the district from complying with the minimum number of instructional days or minutes required by law, the Superintendent or designee shall complete and submit to the Superintendent of Public Instruction (SPI) the necessary forms/**or affidavits** for obtaining approval of **apportionment credit** for the days of the closure, reduction in attendance, or change in schedule. The Superintendent or designee shall submit other relevant district records as may be required.

~~(cf. 3580—District Records)
(cf. 6111—School Calendar)~~

For school closures due to emergency events occurring after September 1, 2021, the Superintendent or designee shall develop a plan for offering independent study within 10 days of school closure to any student impacted by the emergency condition. The plan shall also address the establishment, within a reasonable time, of independent study master agreements as specified in BP 6158 - Independent Study. The plan shall require reopening in person as soon as possible once allowable under the direction from the city or county health officer. The Superintendent or designee shall certify that the district has a plan for independent study in the affidavit submitted to the SPI pursuant to Education Code 46392. (Education Code 46393)

The Superintendent or designee shall establish a system for informing students and parents/guardians when school buses are not operating as scheduled, the school day schedule is changed, or the school is closed. The district's notification system shall include, but is not limited to, notifying local television and radio stations, posting on district web site(s), sending email and text messages, and/or making telephone calls.

~~(cf. 1112—Media Relations)
(cf. 1113—District and School Web Sites)
(cf. 3542—School Bus Drivers)
(cf. 3543—Transportation Safety and Emergencies)~~

Whenever the school day schedule changes after students have arrived at school, the

EMERGENCY SCHEDULES

Superintendent or designee shall ensure that students are supervised in accordance with the procedures specified in the district's emergency and disaster preparedness plan.

(cf. ~~3516—Emergencies and Disaster Preparedness Plan~~)

The Superintendent or designee may provide a means to make up lost instructional time later during the year. Students and parents/guardians shall receive timely ~~advanced~~ notice **in advance** of any resulting changes in the school calendar or school day schedule.

State

Legal Reference:

EDUCATION CODE

Ed. Code: 41420 ~~Required length of school term~~ **Apportionment withholding, schools not maintained for 175 days**

Ed. Code: 41422 Schools not maintained for 175 days

Ed. Code: 46010 Total days of attendance

Ed. Code: 46100-46192 Attendance; maximum credit; minimum day

Ed. Code: 46390 Calculation of ADA in emergency

Ed. Code: 46391 Lost or destroyed ADA records

Ed. Code: 46392 ~~Decreased attendance in emergency situation~~ Emergency conditions; ADA estimate

VEHICLE CODE

Veh. Code: 34501.6 School buses; reduced visibility

Management Resources:

~~CALIFORNIA DEPARTMENT OF EDUCATION~~ **CA DOE CORRESPONDENCE:** 90-01 Average Daily Attendance Credit During Periods of Emergency, February 10, 2005

WEB SITES

Website: California Department of Education: ~~http://www.ede.ca.gov~~

Policy Adopted: ~~6/8/11~~ **12/8/21**

ORCUTT UNION SCHOOL DISTRICT
Orcutt, California

Joseph Dana
Assistant Superintendent of Educational Services



October 21, 2021

To: Dr. Holly Edds, District Superintendent
From: Joe Dana
Re: New Board Policy 6120

Background

As per guidance from the California School Boards Association, we are submitting Board Policy 6120, a new policy regarding response to instruction and intervention (RtI²). This policy emphasizes the importance of monitoring students' progress relative to instruction and intervention and articulates that students struggling academically and/or behaviorally will receive intensive instructional and intervention supports. The policy includes the 10 core components of the RtI² model identified by the California Department of Education.

Recommendation

Staff recommends that the Board of Trustees approve the new Board Policy 6120.

Fiscal Impact

None.

RESPONSE TO INSTRUCTION AND INTERVENTION

The Governing Board desires to improve learning and behavioral outcomes for all students by providing a high-quality, data-driven educational program that meets the learning and behavioral needs of each student and reduces disparities in achievement among subgroups of students. Students who are not making academic progress pursuant to district measures of performance and/or are struggling behaviorally shall receive intensive instruction and intervention supports designed to meet individual learning needs, with progress monitored.

The Superintendent or designee shall convene a team that may include, as appropriate, staff with knowledge of curriculum and instruction, student services, special education, and instructional and behavioral support, certificated personnel, other district staff, and parents/guardians to assist in designing the district's Response to Instruction and Intervention (RtI²) system, based on an examination of indicators of district and schoolwide student achievement and social-emotional well-being.

The district's RtI² system shall include instructional strategies and interventions with demonstrated effectiveness and be aligned with the district curriculum and assessments. The Superintendent or designee may conduct ongoing screening to determine student needs, analyze data, identify interventions for students not making adequate academic progress, monitor the effectiveness of the interventions, and adjust interventions according to efficacy.

The district's RtI² system shall include research-based, standards-based, culturally relevant instruction for students in the general education program; universal screening and continuous classroom monitoring to determine students' needs and to identify those students who are not making progress; criteria for determining the types and levels of interventions to be provided; and subsequent monitoring of student progress to determine the effectiveness of the intervention and to make changes as needed.

Additionally, the districts RtI² system shall provide for:

1. High-quality classroom instruction
2. High expectations
3. Assessments and data collection
4. Problem-solving systems approach
5. Research-based interventions
6. Positive behavioral support

7. Fidelity of program implementation
8. Staff development and collaboration, which may include training in the use of assessments, data analysis, research-based instructional practices and strategies and emphasize a collaborative approach of professional learning communities among teachers within and across grade spans
9. Parent/guardian and family involvement, including collaboration and engagement

The Superintendent or designee shall ensure that parents/guardians are involved at all stages of the instructional, intervention, and progress monitoring process. Parents/guardians shall be kept informed of the services that have and will be provided, the strategies being used to increase the student's rate of learning, the supports provided to improve behavioral difficulties, and the performance data that has and will be collected.

10. Consideration of further evaluation utilizing RtI² data

The RtI² system may be utilized as one component when considering the referral of a student for evaluation for special education or other services.

State

Ed. Code 1416: Monitoring, technical assistance, and enforcement
Ed. Code 56329: Assessment, written notice to parent
Ed. Code 56333-56338: Eligibility for specific learning disabilities
Ed. Code 56500-56509: Procedural safeguards

Federal

20 USC 1400-1482: Individuals with Disabilities Education Act
34 CFR 300.307: Specific learning disabilities
34 CFR 300.309: Determining the existence of specific learning disabilities
34 CFR 300.311: Specific documentation for eligibility determination

Management Resources

California Department of Education Correspondence Response to Instruction and Intervention, 2008
Website: California Department of Education
Website: CSBA
Website: U.S. Department of Education

Policy Adopted: 12/08/2021

ORCUTT UNION SCHOOL DISTRICT
Orcutt, California

Joseph Dana
Assistant Superintendent of Educational Services



October 21, 2021

To: Dr. Holly Edds, District Superintendent
From: Joe Dana
Re: Revision to Board Policy 6146.1

Background

We are submitting a revision to Board Policy 6146.1 regarding high school graduation requirements to reflect legislation signed into law earlier this year, AB 104. This law requires school districts to exempt a student from district graduation requirements if the student was in the third or fourth year of high school during the 2020-2021 school year and is not on track to graduate in four years, and to provide a student who was enrolled in the third or fourth year of high school during the 2020-2021 school year and is not on track to graduate in the 2020-2021 or 2021-2022 school years the opportunity to complete the coursework required for graduation. This coursework may include, but is not limited to, completion of the coursework through a fifth year of instruction, credit recovery, or other opportunity to complete the required coursework.

Recommendation

Staff recommends that the Board of Trustees approve the revision to Board Policy 6146.1.

Fiscal Impact

None.

HIGH SCHOOL GRADUATION REQUIREMENTS

The **Governing Board** ~~Board of Trustees~~ desires to prepare all students to successfully complete the high school course of study and obtain a diploma that represents their educational achievement and increases their opportunities for postsecondary education and employment.

~~(cf. 5127—Graduation Ceremonies and Activities)~~

~~(cf. 5147—Dropout Prevention)~~

~~(cf. 6011—Academic Standards)~~

~~(cf. 6143—Courses of Study)~~

~~(cf. 6146.3—Reciprocity of Academic Credit)~~

Course Requirements

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

1. Three courses in English (Education Code 51225.3)

~~(cf. 6142.91—Reading/Language Arts Instruction)~~

2. Two courses in mathematics (Education Code 51225.3)

Students shall complete at least one mathematics course that meets the state academic content standards for Algebra I or Mathematics I. Students may complete such coursework prior to grade 9 provided that they also complete two mathematics courses in grades 9-12. (Education Code 51224.5)

Students may be awarded up to one mathematics course credit for successful completion of an approved computer science course that is classified as a "category c" course based on the "a-g" course requirements for college admission, which may be counted toward additional graduation requirements in mathematics. (Education Code 51225.3, 51225.35)

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

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

~~(cf. 6142.93—Science Instruction)~~

4. Three courses in social studies, including United States history and geography; world history,

culture, and geography; a one-semester course in American government and civics; and a one-semester course in economics (Education Code 51225.3)

~~(cf. 6142.3—Civic Education)~~

~~(cf. 6142.93—History Social Science Instruction)~~

5. One course in visual or performing arts, world language, or career technical education (CTE). For purposes of this requirement, a course in American Sign Language shall be deemed a course in world language. (Education Code 51225.3)

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

~~(cf. 6142.2—World/Foreign Language Instruction)~~

~~(cf. 6142.6—Visual and Performing Arts Education)~~

~~(cf. 6178—Career Technical Education)~~

~~(cf. 6178.2—Regional Occupational Center/Program)~~

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

~~(cf. 6142.7—Physical Education and Activity)~~

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

~~(cf. 6142.1—Sexual Health and HIV/AIDS Prevention Instruction)~~

~~(cf. 6142.4—Service Learning/Community Service Classes)~~

~~(cf. 6142.8—Comprehensive Health Education)~~

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

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

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

~~(cf. 6146.4—Differential Graduation and Competency Standards for Students with Disabilities)~~

Exemptions from District-Adopted Graduation Requirements

District students are required to complete graduation course requirements specified above, including the requirements imposed by Education Code 51225.3 and those adopted by the Board.

Instruction

BP 6146.1(c)

However, a foster youth, homeless student, former juvenile court school student, child of a military family, or migrant student who transfers into the district or between district schools any time after completing the second year of high school, or newly arrived immigrant student who is in the third

or fourth year of high school and is participating in a newcomer program, shall be exempted from any graduation requirements adopted by the Board that are in addition to statewide course requirements. This exemption shall not apply if the Superintendent or designee makes a finding that the student is reasonably able to complete the requirements in time to graduate by the end of the fourth year of high school.

Within 30 days of the transfer or of the commencement of participation in a newcomer program, as applicable, the Superintendent or designee shall notify any eligible student of the availability of the exemption and whether the student qualifies for it. (Education Code 51225.1)

~~(cf. 1312.3—Uniform Complaint Procedures)~~

~~(cf. 5145.6—Parental Notifications)~~

~~(cf. 6173—Education for Homeless Children)~~

~~(cf. 6173.1—Education for Foster Youth)~~

~~(cf. 6173.2—Education for Children of Military Families)~~

~~(cf. 6173.3—Education for Juvenile Court School Students)~~

~~(cf. 6175—Migrant Education Program)~~

If during the 2020-21 school year a student was in the third or fourth year of high school and is not on track to graduate in four years, the district shall exempt the student from any local graduation requirements adopted by the Board that are in addition to statewide course requirements specified in Education Code 51225.3. (Education Code 51225)

Additional Opportunities to Complete Required Coursework

The Superintendent or designee shall provide a student who was enrolled in the third or fourth year of high school during the 2020-21 school year and is not on track to graduate in the 2020-21 or 2021-22 school years the opportunity to complete the statewide coursework required for graduation, which may include, but is not limited to, completion of the coursework through a fifth year of instruction, credit recovery, or other opportunity to complete the required coursework. (Education Code 51225)

Retroactive Diplomas

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

In addition, the district may retroactively grant high school diplomas to former students who: (Education Code 48204.4, 51430, 51440)

1. Departed California against their will while in grade 12 and did not receive a diploma because the departure interrupted their education, provided that they were in good academic standing at the time of the departure

Persons may be considered to have departed California against their will if they were in custody of a government agency and were transferred to another state, were subject to a lawful order from a court or government agency that authorized their removal from California, were subject to a lawful order and were permitted to depart California before being removed from California pursuant to the lawful order, were removed or were permitted to depart voluntarily pursuant to the federal Immigration and Nationality Act, or departed due to other circumstances determined by the district that are consistent with the purposes of Education Code 48204.4.

In determining whether to award a diploma under these circumstances, the Superintendent or designee shall consider any coursework that may have been completed outside of the United States or through online or virtual courses.

2. Were interned by order of the federal government during World War II or are honorably discharged veterans of World War II, the Korean War, or the Vietnam War, provided that they were enrolled in a district school immediately preceding the internment or military service and did not receive a diploma because their education was interrupted due to the internment or military service in those wars

Deceased former students who satisfy these conditions may be granted a retroactive diploma to be received by their next of kin.

3. Are veterans who entered the military service of the United States while in grade 12 and who had satisfactorily completed the first half of the work required for grade 12 in a district school
4. Were in their senior year of high school during the 2019-20 school year, were in good academic standing and on track to graduate at the end of the 2019-20 school year as of March 1, 2020, and were unable to complete the statewide graduation requirements as a result of the COVID-19 crisis

Honorary Diplomas

The Board may grant an honorary high school diploma to: (Education Code 51225.5)

1. An international exchange student who has not completed the course of study ordinarily required for graduation and who is returning to the student's home country following the completion of one academic school year in the district
(~~cf. 6145.6 – International Exchange~~)
2. A student who is terminally ill

The honorary diploma shall be clearly distinguishable from the regular diploma of graduation awarded by the district. (Education Code 51225.5)

State

5 CCR 1600-1651: Graduation of students from grade 12 and credit toward graduation
5 CCR 4600-4670: Uniform complaint procedures
Ed. Code 47612: Enrollment in charter school
Ed. Code 48200: Compulsory attendance
Ed. Code 48204.4: Parents/guardians departing California against their will
Ed. Code 48412: Certificate of proficiency
Ed. Code 48430: Continuation education schools and classes
Ed. Code 48645.5: Former juvenile court school students, enrollment
Ed. Code 48980: Required notification at beginning of term
Ed. Code 49701: Provisions of the interstate compact on educational opportunities for military children
Ed. Code 51224: Skills and knowledge required for adult life
Ed. Code 51224.5: Algebra in course of study for grades 7-12
Ed. Code 51225.1: Exemption from district graduation requirements
Ed. Code 51225.2: Former juvenile court school student defined; acceptance of coursework, credits, retaking of course
Ed. Code 51225.3: High school graduation
Ed. Code 51225.35: Mathematics course requirements; computer science
Ed. Code 51225.36: Instruction in sexual harassment and violence; districts that require health education for graduation
Ed. Code 51225.5: Honorary diplomas; foreign exchange students
Ed. Code 51225.6: Instruction in cardiopulmonary resuscitation
Ed. Code 51228: Graduation requirements
Ed. Code 51230: Credit for community emergency response training
Ed. Code 51240-51246: Exemptions from requirements
Ed. Code 51250-51251: Assistance to military dependents
Ed. Code 51410-51413: Diplomas
Ed. Code 51420-51427: High school equivalency certificates
Ed. Code 51430: Retroactive high school diplomas
Ed. Code 51440: Retroactive high school diplomas
Ed. Code 51450-51455: Golden State Seal Merit Diploma
Ed. Code 51745: Independent study
Ed. Code 56390-56392: Recognition for educational achievement, special education
Ed. Code 66204: Certification of high school courses as meeting university admission criteria
Ed. Code 67386: Student safety; affirmative consent standard

Management Resources

Court Decision: O'Connell v. Superior Court (Valenzuela), (2006) 141 Cal.App.4th 1452
Website: University of California, List of Approved a-g Courses
Website: California Department of Education, High School
Website: CSBA

Legal Reference:

EDUCATION CODE

47612 Enrollment in charter school
48200 Compulsory attendance
48204.4 Parents/guardians departing California against their will
48412 Certificate of proficiency
48430 Continuation education schools and classes
48645.5 Acceptance of coursework
48980 Required notification at beginning of term
49701 Interstate Compact on Educational Opportunity for Military Children
51224 Skills and knowledge required for adult life
51224.5 Algebra instruction
51225.1 Exemption from district graduation requirements
51225.2 Pupil in foster care defined; acceptance of coursework, credits, retaking of course
51225.3 High school graduation
51225.35 Mathematics course requirements; computer science
51225.36 Instruction in sexual harassment and violence; districts that require health education for graduation
51225.5 Honorary diplomas; foreign exchange students
51225.6 Compression-only cardiopulmonary resuscitation
51228 Graduation requirements
51230 Credit for community emergency response training
51240-51246 Exemptions from requirements
51250-51251 Assistance to military dependents
51410-51413 Diplomas
51420-51427 High school equivalency certificates
51430 Retroactive high school diplomas
51440 Retroactive high school diplomas
51450-51455 Golden State Seal Merit Diploma
51745 Independent study restrictions
56390-56392 Recognition for educational achievement, special education
66204 Certification of high school courses as meeting university admissions criteria
67386 Student safety; affirmative consent standard

CODE OF REGULATIONS, TITLE 5

1600-1651 Graduation of students from grade 12 and credit toward graduation
4600-467087 Uniform complaint procedures

COURT DECISIONS

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

Management Resources:

WEB SITES

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

California Department of Education, California High School: <http://www.cde.ca.gov/ci/g/hs/Intruction>

HIGH SCHOOL GRADUATION REQUIREMENTS BP 6146.1 (e)

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

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

Policy Adopted: ~~03/10/21~~ 12/08/2021

ORCUTT UNION SCHOOL DISTRICT
Orcutt, California

Joseph Dana
Assistant Superintendent of Educational Services



October 21, 2021

To: Dr. Holly Edds, District Superintendent
From: Joe Dana
Re: Revision to Board Policy 6164.4

Background

We are submitting a revision to Board Policy 6164.4 regarding identification and evaluation of individuals for Special Education. The policy has been updated to reference the U.S. Department of Education's Return to School Roadmap: Child Find Under Part B of the Individuals with Disabilities Education Act. This document underscores the obligation of schools and school districts to fully implement the Individuals with Disabilities Education Act during the COVID-19 pandemic, including the requirement to meet child find obligations, and encourages districts to reexamine the efficacy of existing child find practices in light of the educational disruptions caused by the pandemic.

Recommendation

Staff recommends that the Board of Trustees approve the revision to Board Policy 6164.4.

Fiscal Impact

None.

IDENTIFICATION OF INDIVIDUALS FOR SPECIAL EDUCATION

The ~~Board of Trustees~~ **Governing Board** recognizes the need to actively seek out and evaluate district residents from birth through age 21 who have disabilities in order to provide them with appropriate educational opportunities in accordance with state and federal law.

~~(cf. 0430—Comprehensive Local Plan for Special Education)~~

~~(cf. 6164.41—Children with Disabilities Enrolled by their Parents in Private School)~~

~~(cf. 6164.6—Identification and Education under Section 504)~~

The Superintendent or designee shall ~~develop~~ **establish** a comprehensive **child find** system that includes procedures for the identification, screening, referral, **assessment** and ~~regular~~ and triennial assessment of individuals eligible for special education, as well as procedures for the planning, implementation, and review of the education and related services provided to such individuals. (Education Code 56301)

The district's identification procedures shall include **systematic** methods for utilizing referrals from parents/guardians, teachers, **agencies**, appropriate professionals and **other members of the public**, ~~others~~ and shall be coordinated with school site procedures for referral of students **whose** ~~with needs that~~ cannot be met with modifications to the regular instructional program. (Education Code 56302)

The Superintendent or designee shall notify parents/guardians, in writing, of their rights related to identification, referral, assessment, instructional planning, implementation, and review, including the right to consent to any assessment concerning their child. In addition, the Superintendent or designee shall notify parents/guardians of procedures for initiating a referral for assessment to identify individuals for who need special education services. (Education Code 56301)

~~(cf. 1312.3—Uniform Complaint Procedures)~~

~~(cf. 3541.2—Transportation for Students with Disabilities)~~

~~(cf. 4112.23—Special Education Staff)~~

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

~~(cf. 5145.6—Parental Notifications)~~

~~(cf. 6159—Individualized Education Program)~~

~~(cf. 6159.1—Procedural Safeguards and Complaints for Special Education)~~

~~(cf. 6159.2—Nonpublic, Nonsectarian School and Agency Services for Special Education)~~

~~(cf. 6159.3—Appointment of Surrogate Parent for Special Education Students)~~

~~(cf. 6162.51—Standardized Testing and Reporting Program)~~

~~(cf. 6162.52—High School Exit Examination)~~

State

5CCR 3021-3029: Identification, referral and assessment

5CCR 3030-3031: Eligibility criteria
Ed. Code 44265.5: Professional preparation for teachers of impaired students
Ed. Code 56000-56885: Special education programs
Ed. Code 56195.8: Adoption of policies
Ed. Code 56300-56304: Identification of individuals with disabilities
Ed. Code 56320-56331: Assessment
Ed. Code 56333-56338: Eligibility for specific learning disabilities
Ed. Code 56340-56347: Individualized education program teams
Ed. Code 56381: Reassessment of students
Ed. Code 56425-56432: Early education for individuals with disabilities
Ed. Code 56441.11: Eligibility criteria, children ages 3-5
Ed. Code 56445: Transition to grade school; reassessment
Ed. Code 56500-56509: Procedural safeguards
Gov. Code 95000-95029.5: California Early Intervention Services Act

Federal

20 USC 1232g: Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 1412: State eligibility
20 USC 1415: Procedural safeguards
34 CFR 104.35: Evaluation and placement
34 CFR 104.36: Procedural safeguards
34 CFR 300.1-300.818: Individuals with Disabilities Education Act
34 CFR 300.301-300.306: Evaluations and reevaluations

Management Resources

Court Decision: Hood v. Encinitas Union School District, (2007) 486 F.3d 1099
Federal Register: Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845
Website: California Department of Education, Special Education
Website: U.S. Department of Education, Office of Special Education Programs

Legal Reference:

EDUCATION CODE

~~44265.5 Professional preparation for teachers of impaired students~~
~~56000-56885 Special education programs, especially:~~
~~56026 Individuals with disabilities~~
~~56170-56177 Children in private schools~~
~~56195.8 Adoption of policies~~
~~56300-56304 Identification of individuals with disabilities~~
~~56320-56330 Assessment~~
~~56333-56338 Eligibility criteria for specific learning disabilities~~
~~56340-56347 Instructional planning and individualized education program~~
~~56381 Reassessment of students~~
~~56425-56435 Early education for individuals with disabilities~~
~~56441.11 Eligibility criteria, children 3 to 5 years' old~~
~~56445 Transition to grade school; reassessment~~
~~56500-56508 Procedural safeguards~~

GOVERNMENT CODE

~~95000-95029 California Early Intervention Services Act~~

CODE OF REGULATIONS, TITLE 5

~~3021-3029 Identification, referral and assessment~~
~~3030-3031 Eligibility criteria~~

UNITED STATES CODE, TITLE 20

~~1232g Family Educational Rights and Privacy Act of 1974~~
~~1412 State eligibility~~

1415 Procedural safeguards

CODE OF FEDERAL REGULATIONS, TITLE 34

104.35 Evaluation and placement

104.36 Procedural safeguards

300.301-300.306 Evaluations and reevaluations

COURT DECISIONS

Hood v. Encinitas Union School District (2007) 486 F.3d 1099

Management Resources:

FEDERAL REGISTER

Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845

WEB SITES

California Department of Education, Special Education: <http://www.cde.ca.gov/sp/se>

U.S. Department of Education, Office of Special Education Programs:

<http://www.ed.gov/offices/OSERS/OSEP>

Policy Adopted: ~~04/13/11~~ 12/08/2021

ORCUTT UNION SCHOOL DISTRICT
Orcutt, California

Joseph Dana
Assistant Superintendent of Educational Services



October 21, 2021

To: Dr. Holly Edds, District Superintendent
From: Joe Dana
Re: New Board Policy 6164.41

Background

We are submitting a new policy, Board Policy 6164.41, regarding children with disabilities enrolled by their parents in private school. The policy re-organizes and clarifies material, and it aligns with the U.S. Department of Education document Questions and Answers on Serving Children with Disabilities Placed by Their Parents in Private School.

Recommendation

Staff recommends that the Board of Trustees approve the new Board Policy 6164.41.

Fiscal Impact

None.

Children with Disabilities Enrolled by Their Parents in Private School

The Governing Board recognizes its obligations under state and federal to locate, identify, evaluate, and provide equitable services to children voluntarily enrolled by their parents/guardians in private schools located within the district.

The Superintendent or designee shall ensure that activities to locate, identify, and evaluate children with disabilities enrolled by their parents/guardians in private schools within the district are comparable to activities undertaken for individuals with disabilities aged three to 22 in public schools within the district. (Education Code 56171; 34 CFR 300.131)

The Superintendent or designee shall develop a budget for the provision of services to children with disabilities enrolled by their parents/guardians in private school based on the proportionate share of federal funds received and the number of eligible children, including the possibility of mid-year enrollees, and the types of services to be provided.

State

Ed. Code 56000: Special education; legislative findings and declarations

Ed. Code 56020-56035: Definitions

Ed. Code 56170-56177: Children enrolled in private schools

Ed. Code 56195.8: Adoption of policies

Ed. Code 56300-56385: Identification and referral, assessment

Ed. Code 56500-56509: Procedural safeguards

Ed. Code 56600-56606: Evaluation, audits and information

Federal

20 USC 1232g: Family Educational Rights and Privacy Act (FERPA) of 1974

20 USC 1400-1482: Individuals with Disabilities Education Act

29 USC 794: Rehabilitation Act of 1973, Section 504

34 CFR 300.1-300.818: Assistance to states for the education of students with disabilities

34 CFR 300.130-300.140: Children with disabilities enrolled by their parents in private schools

Management Resources

Court Decision: Agostini v. Felton, (1997) 521 U.S. 203, 117 S.Ct. 1997

Federal Register: Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845

U.S. Department of Education Publication: Questions and Answers on Serving Children with Disabilities Placed by Their Parents at Private Schools, March 2006

Website: California Department of Education, Special Education

Website: U.S. Department of Education, Office of Special Education Programs

Policy Adopted: 11/10/2021

ORCUTT UNION SCHOOL DISTRICT
Orcutt, California

Joseph Dana
Assistant Superintendent of Educational Services



October 21, 2021

To: Dr. Holly Edds, District Superintendent
From: Joe Dana
Re: Revision to Board Policy 6164.5

Background

We are submitting a revision to Board Policy 6164.5 regarding student success teams (SSTs). For background, student success teams are collaborative groups including school staff, parents/guardians, and other parties (including the student) as appropriate in evaluating the strengths and needs of students having academic, attendance, social/emotional, and/or behavioral difficulties and in identifying strategies and programs that may help such students to maximize their potential. The policy reflects best practices and does the following:

- Clarifies those who are encouraged to participate in SSTs;
- Includes social and emotional difficulties when evaluating the strengths and needs of students and establishing interventions;
- Specifies who may refer students to SSTs;
- Discusses types of materials appropriate for collection, analysis, and review by the SST; and
- States that the SST process should not delay or deny a referral for evaluation for eligibility for Special Education.

Recommendation

Staff recommends that the Board of Trustees approve the revision to Board Policy 6164.5.

Fiscal Impact

None.

STUDENT SUCCESS TEAMS

The ~~Governing Board~~ ~~Board of Trustees~~ encourages the collaboration of parents/guardians, teachers, ~~certificated and classified staff, resource personnel,~~ administrators and/or the student, ~~as appropriate,~~ in evaluating the strengths and needs of students having academic, attendance, ~~social, emotional,~~ or behavioral difficulties and in identifying strategies and programs that may assist ~~such the students~~ ~~in maximizing their potential~~. The Superintendent or designee shall establish student success teams (SSTs) as needed to address individual students' needs.

~~(cf. 0420.3 – School Based Student Motivation and Maintenance Program)~~

~~(cf. 5113.1 – Truancy)~~

~~(cf. 5147 – Dropout Prevention)~~

~~(cf. 5149 – At Risk Students)~~

The Superintendent or designee shall establish ~~and maintain~~ a process for initiating ~~the~~ referrals of students to ~~SSTs, which may include referrals by district staff, parents/guardians, and/or agency representatives.~~ The Superintendent or designee may also establish and maintain a process for responding to SST referrals, which may include a determination by the district as to whether an SST can be convened for an individual student. ~~the student success team.~~

~~Each SST may collect and analyze relevant student data, as appropriate. The SST may also review the student's educational history, work samples, strengths and areas for growth, and identify available resources and strategies.~~

~~Each SST shall develop a plan to support the student which incorporates intervention strategies. Such strategies may include changes in program placement or instructional methods, recommendation of supplemental educational services, parent involvement strategies, social, emotional and/or behavioral interventions, discipline, referrals to other agencies or resources, and/or other appropriate interventions.~~

~~The SST shall monitor the student's progress, evaluate the extent to which the recommended strategies have been implemented, make adjustments to the plan, and develop additional interventions as needed.~~

~~The SST process shall not delay or deny a referral for evaluation for eligibility for special education, as may be required under state or federal law.~~

~~The Superintendent or designee may integrate SSTs into the district's multi-tiered system of support, including identification of students who need additional support, the level(s) of support, appropriate interventions, monitoring of progress, and whether the goal of intervention has been met.~~

To strengthen the effectiveness of SSTs, the Superintendent or designee may provide staff development in the identification of students who may need additional support, implementation of measurable and targeted interventions, and monitoring of progress and goal attainment.

~~Each student success team shall develop intervention strategies to assist the student. Such strategies may include changes in program placement or instructional methods, recommendation of supplemental educational services, parent involvement strategies, behavioral interventions, discipline, referrals to other agencies or resources, and/or other appropriate interventions.~~

~~(cf. 1020—Youth Services)
(cf. 5123—Promotion/Acceleration/Retention)
(cf. 5141.3—Health Examinations)
(cf. 5141.6—Student Health and Social Services)
(cf. 5144—Discipline)
(cf. 5146—Married/Pregnant/Parenting Students)
(cf. 6020—Parent Involvement)
(cf. 6158—Independent Study)
(cf. 6159—Individualized Education Program)
(cf. 6159.4—Behavioral Interventions for Special Education Students)
(cf. 6164.2—Guidance/Counseling Services)
(cf. 6171—Title I Programs)
(cf. 6172—Gifted and Talented Student Program)
(cf. 6174—Education for English Language Learners)
(cf. 6175—Migrant Education Program)
(cf. 6176—Weekend/Saturday Classes)
(cf. 6177—Summer School)
(cf. 6178—Vocational Education)
(cf. 6178.1—Work Experience Education)
(cf. 6179—Supplemental Instruction)
(cf. 6181—Alternative Schools)
(cf. 6182—Opportunity School/Class/Program)
(cf. 6183—Home and Hospital Instruction)
(cf. 6184—Continuation Education)
(cf. 6185—Community Day School)~~

~~The student success team shall monitor the student's progress, evaluate the extent to which the recommended strategies have been implemented, and develop additional interventions as needed.~~

State

Ed. Code 48260-48273: Truants

Ed. Code 48400-48454: Compulsory continuation education

Ed. Code 49600-49604: Educational counseling

Ed. Code 51745-51749.3: Independent study

Ed. Code 54400-54425: Programs for disadvantaged children
Ed. Code 54440-54445: Migrant children
Ed. Code 8800-8807: Healthy Start support services for children
W&I Code 18986.40-18986.46: Interagency children's services
W&I Code 4343-4352.5: Primary interventions program, mental health

Management Resources

California Department of Education Publication: SB 65 School-Based Pupil Motivation and Maintenance Program Guidelines (2000-01 Edition), 2000
California Department of Education Publication: Student Success Teams: Supporting Teachers in General Education, 1997
California Dropout Prevention Network Publication SST: Student Success Teams, 2000
Website: California Dropout Prevention Network
Website: National Dropout Prevention Center
Website: California Department of Education

Legal Reference:

EDUCATION CODE

~~8800-8807 Healthy Start support services for children~~
~~48260-48273 Truancy~~
~~48400-48454 Continuation education~~
~~48630-48644.5 Opportunity schools~~
~~49600-49604 Educational counseling~~
~~51745-51749.3 Independent study programs~~
~~52200-52212 Gifted and talented student programs~~
~~54400-54425 Programs for disadvantaged children~~
~~54440-54445 Migrant children~~
~~54660-54669 Dropout prevention programs~~
~~54720-54734 School Based Pupil Motivation and Maintenance Program and Dropout Recovery Act~~

WELFARE AND INSTITUTIONS CODE

~~4343-4352.5 Primary interventions program, mental health~~
~~18986.40-18986.46 Interagency children's services~~

Management Resources:

CDE PUBLICATIONS

~~SB-65 School Based Pupil Motivation and Maintenance Program Guidelines (2000-01 Edition), 2000~~

~~Student Success Teams: Supporting Teachers in General Education, 1997~~

CALIFORNIA DROPOUT PREVENTION NETWORK PUBLICATIONS

~~SST: Student Success Teams, 2000~~

WEB SITES

~~California Department of Education: <http://www.cde.ca.gov/spbranch/ssp>~~
~~California Dropout Prevention Network: <http://www.edualliance.org/edpn>~~
~~National Dropout Prevention Center: <http://www.dropoutprevention.org>~~

Policy Adopted: ~~12/13/06~~ 11/10/2021

ORCUTT UNION SCHOOL DISTRICT
Orcutt, California



ORCUTT Union School District

HUMAN RESOURCES MEMORANDUM

TO: Dr. Holly Edds
District Superintendent

FROM: Susan Salucci
Assistant Superintendent of Human Resources

DATE: November 10, 2021

RE: University of Massachusetts Global

BACKGROUND: University of Massachusetts Global, better known as UMass Global and formerly known as Brandman University, is requesting approval of the School Counseling Fieldwork Site/Practicum Agreement with the Orcutt Union School District for the School Counseling program.

RECOMMENDATION: It is recommended that the Board of Trustees approve the UMass Global Fieldwork Site/Practicum Agreement for the School Counseling program with the Orcutt Union School District.

FUNDING: N/A



STUDENT TEACHING AND PRACTICUM AGREEMENT

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

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

THIS AGREEMENT is made and entered into by and between UMass Global 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 certificate of 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 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 St.
Orcutt, CA 93255
Attn: Mary Jane Dwyer
Phone: 805.938.8914

UNIVERSITY CONTACT INFORMATION:

UMass Global
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.

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 clear 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.

- H. School Site-employed supervisors for multiple and single subject candidates must complete an orientation to the program's expectations to be knowledgeable regarding program curriculum and assessments, including the TPEs and the California Teaching Performance Assessment (CAL TPA). School Site employed supervisors are required to complete a minimum of 10 hours of initial orientation provided through UMass Global on the program curriculum, effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, program curriculum and assessments, including the TPEs and the CAL TPA. The program ensures that district employed supervisors remain current in the knowledge and skills for candidate supervision and program expectations. Eight hours of the ten-hour orientation may be met via experience and professional development pertaining to cognitive coaching, adult learning theory, instructional practices, and inclusion. Two hours of the ten-hour orientation are specific to UMass Global and take place via the shared candidate supervision process.
- I. School Site with Student Teachers must have a fully qualified administrator.
- J. University may request use of video capture (GoReact) for candidate reflection and CAL TPA completion to reflect to the extent possible Student Teacher's knowledge, skills, and abilities to instruct TK-12 students while meeting state-adopted academic standards for their program. School Site shall inform Credential Student Teachers of video recording policies in place for the CAL TPA video capture requirement. If the site does not have a video request form or permission slip a generic form is available to the candidate via the CTC webpage.
- K. The UNIVERSITY shall complete formal observations and/or evaluations of the student approximately every 3 weeks regarding his/her performance at the FIELDWORK SITE. This may be conducted in person or via secure video (GoReact).

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. The program assigns qualified supervisors and provides training based on the program's design.

Qualifications for supervisors must include, but are not limited to:

- a. Possession of a PPS School Counselor credential and a minimum of two years PPS experience as appropriate to the candidate's fieldwork setting.
- b. The supervisor is responsible to undergo training in models of supervision, the SCPEs, and program fieldwork requirements and share responsibility for the quality of field experience, design of field experiences, quality of clinical progress, and assessment and verification of candidate competence.

Candidates are required to:

- c. Complete a minimum of eight hundred (800) clock hours in two of three school levels such as elementary, middle, high school with a minimum of two hundred (200) clock hours within each level. Two hundred (200) hours of the eight hundred (800) clock hours may be completed in other areas related to schools and/or counseling, such as field work hours needed for a Child Welfare and Attendance (CWA) authorization.
- d. Meet with their supervisor for one (1) hour of individual or one-and-one-half (1.5) hours of small group (limit 8 candidates per group) supervision per week. 600 clock hours are required in a public Pre-K-12 school, must be supervised by a professional who holds a valid PPS credential and is always also accessible to the candidate while the candidate is accruing fieldwork hours.

C. University Supervision Requirements include:

- e. One-and-one-half (1.5) hours per week of group supervision provided on a regular schedule throughout the field experience, usually performed by a program faculty member.
 - f. The program provides preparation and continuing education for field experience supervisors on program requirements, models of supervision, and the SCPEs, in collaboration with site supervisors. Site Supervisors share responsibility for the quality of field experience, design of field experiences, quality of clinical progress, and assessment and verification of candidate competence.
- D. 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.
- E. 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.
- F. 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.
- 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 evaluation 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.

I. Specific Supervision Requirements School Psychology Fieldwork:

- J. 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.
- K. Provide experiences with a diverse student population.
- L. Provide experiences with a variety of educational programs.
- M. A minimum of twelve hundred (1,200) clock hours of field experience is required according to the following guidelines:
 - a. The culminating field experience or internship is typically completed within one (1) academic year but shall be completed within no more than two (2) consecutive academic years.²
 - b. The culminating field experience or internship must include a minimum of one thousand (1000) clock hours in a preschool –grade 12 school setting providing direct and indirect services to pupils.³
 - c. Up to two hundred (200) hours of field experience may be acquired in other settings such as (a) private, state-approved educational programs; (b) other appropriate mental health-related program settings involved in the education of pupils; (c) relevant educational research or evaluation activities. Supervision and principal responsibility for the field experience in other settings is the responsibility of the off-campus agency. ⁴
 - d. A written plan for the culminating field (or intern) experience is prepared and agreed upon by representatives of the local educational agency, the field (or intern) supervisor(s), and program supervisory staff. The field experience plan is completed early in the field experience and is periodically reviewed and revised. The plan identifies the field experience objectives, describes appropriate experiences for the achievement of the objectives across settings, and outlines the evaluation plan for determining the achievement of each objective. The plan also delineates the responsibilities of both the university and the local supervisory personnel.⁵
 - e. Candidates receive academic credit for the culminating field experience or internship, and the experience is recognized primarily as a training activity with appropriate supervision by the cooperating school district and the program.
- N. 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.
- O. 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.
- P. 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.

- Q. 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.
- R. 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.
- S. 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.
- D. The FIELDWORK Site shall support the Administration of the California Administrator Performance Assessment (CalAPA) Video.
 - a. For purposes of implementing any video requirement, candidates must be able to record interactions with faculty, staff, and PK-12 students.
 - b. The program assures that each school or district where the candidate is completing fieldwork has a media release for all who are videotaped on file.
 - c. The program requires candidates to affirm that the candidate has followed all applicable video policies for any CalAPA task requiring a video, and maintains records of this affirmation for a full Accreditation cycle
- E. The FIELDWORK Site shall provide a range of activities in educational settings. The settings must:
 - a. support the candidate's ability to complete the CalAPA;
 - b. demonstrate commitment to collaborative student-centered practices and continuous program improvement.
 - c. have partnerships with appropriate other educational, social, and community entities that support teaching and learning for all students;
 - d. create a learning culture that supports all students;
 - e. understand and reflect socioeconomic and cultural diversity;
 - f. support the candidate to access data, work with other educators, and observe teaching practice; and
 - g. permit video capture, where designated, for candidate reflection and CalAPA task completion.



ORCUTT Union School District

Where a Dedicated Staff Means Kids Come First

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Assistant Superintendent
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Assistant Superintendent
NICK TAYLOR, Ed.D.
Assistant Superintendent

TO: Board of Trustees
Dr. Holly Edds, Superintendent

FROM: Susan Salucci
Assistant Superintendent, Human Resources

BOARD MEETING DATE: November 10, 2021

BOARD AGENDA ITEM: Board Policy 4131 Staff Development

BACKGROUND: Board Policy 4131 was updated to incorporate concepts of student well-being and social-emotional development and learning as it relates to professional development. It also clarifies that the development of the staff development program includes creating, reviewing and amending the program, to reflect the State Board of Education's California Digital Learning Integration and Standards Guidance regarding staff development in the use of technologies. Board Policy 4131 was also updated to enhance staff development regarding school climate to include acceptance, civility, and positive behavioral interventions and supports, and staff development regarding student's mental and physical health to include social-emotional learning and trauma-informed practices.

RECOMMENDATION: It is recommended that the Board of Trustees approve the revision to Board Policy 4131, Staff Development, as submitted.

FUNDING: Not applicable

Personnel

STAFF DEVELOPMENT

The **Governing** Board of ~~Trustees~~ believes that, in order to maximize student learning and achievement, **and well-being**, certificated staff members must be continuously learning and improving relevant ~~their~~ skills. The Superintendent or designee shall develop a program of ongoing professional development which includes opportunities for teachers ~~and certificated teaching assistants~~ to enhance their instructional and classroom management skills, ~~and become informed about changes in pedagogy and subject matter,~~ **and strengthen practices related to social-emotional development and learning.**

The Superintendent or designee shall involve teachers, site and district administrators, and others, as appropriate, when creating, reviewing, and amending the district's staff development program. The Superintendent or designee shall ensure that the district's staff development program is aligned with district priorities for student learning, achievement and well-being, school improvement objectives, the local control and accountability plan, and other district and school plans.

~~(cf. 6111—School Calendar)~~

The district's staff development program **shall assist certificated staf in developing knowledge and skills**, ~~may~~ including, but is not limited to:

1. ~~Mastery of subject-matter discipline-based knowledge, including~~ **current state and district academic content in the core curriculum and academic standards**

~~(cf. 6011—Academic Standards)~~

~~(cf. 6142.1—Sexual Health and HIV/AIDS Prevention Instruction)~~

~~(cf. 6142.3—Civic Education)~~

~~(cf. 6142.5—Environmental Education)~~

~~(cf. 6142.6—Visual and Performing Arts Education)~~

~~(cf. 6142.7—Physical Education)~~

~~(cf. 6142.8—Comprehensive Health Education)~~

~~(cf. 6142.91—Reading/Language Arts Instruction)~~

~~(cf. 6142.92—Mathematics Instruction)~~

~~(cf. 6142.93—Science Instruction)~~

2. **Use of** effective, subject-specific teaching methods, strategies, and skills

3. Use of technologies to enhance instruction and learning, including face-to-face, remote, or hybrid instruction

~~(cf. 0440—District Technology Plan)~~

4. Sensitivity to and ability to meet the needs of diverse student populations, including, but not limited to, students **with characteristics specified in Education Code 200 and/or 220, Government Code 11135, and/or Penal Code 422.55** ~~of various racial and ethnic groups, students with disabilities, English language learners, economically disadvantaged students, gifted and talented students, and at-risk students~~

Personnel

~~(ef. 4112.22—Staff Teaching Students of Limited English Proficiency)
(ef. 4112.23—Special Education Staff)
(ef. 5149—At Risk Students)
(ef. 6141.5—Advanced Placement)
(ef. 6171—Title I Programs)
(ef. 6172—Gifted and Talented Student Program)
(ef. 6173—Education for Homeless Children)
(ef. 6173.1—Education for Foster Youth)
(ef. 6174—Education for English Language Learners)
(ef. 6175—Migrant Education Program)~~

5. Understanding of how academic and career technical instruction can be integrated and implemented to increase student learning

~~(ef. 6030—Integrated Academic and Vocational Instruction)~~

6. Knowledge of strategies that **encourage enable** parents/guardians to participate fully and effectively in their children's education

~~(ef. 1240—Volunteer Assistance)
(ef. 5020—Parent Rights and Responsibilities)
(ef. 6020—Parent Involvement)~~

7. Effective classroom management skills and strategies for establishing a climate that promotes respect, fairness, acceptance, **and civility**, ~~and discipline~~, including conflict resolution, ~~intolerance~~, and hatred prevention, and positive behavioral interventions and supports

~~(ef. 5137—Positive School Climate)
(ef. 5138—Conflict Resolution/Peer Mediation)
(ef. 5145.9—Hate Motivated Behavior)~~

8. Ability to relate to students, understand their various stages of growth and development, and motivate them to learn

9. Ability to interpret and use data and assessment results to guide instruction

~~(ef. 5121—Grades/Evaluation of Student Achievement)
(ef. 6162.5—Student Assessment)~~

10. **Knowledge of** topics related to student **mental and physical** health, safety, and welfare, which may include **social-emotional learning and trauma-informed practices**

~~(ef. 0450—Comprehensive Safety Plan)
(ef. 3515.5—Sex Offender Notification)
(ef. 5030—Student Wellness)
(ef. 5131.6—Alcohol and Other Drugs)
(ef. 5131.63—Steroids)
(ef. 5141.21—Administering Medication and Monitoring Health Conditions)~~

Personnel

~~(cf. 5141.4—Child Abuse Prevention and Reporting)~~

~~(cf. 5141.52—Suicide Prevention)~~

~~(cf. 5145.3—Nondiscrimination/Harassment)~~

~~(cf. 5145.7—Sexual Harassment)~~

11. **Knowledge of** topics related to employee health, safety, and security

~~(cf. 4119.11/4219.11/4319.11—Sexual Harassment)~~

~~(cf. 4119.43/4219.43/4319.43—Universal Precautions)~~

~~(cf. 4157/4257/4357—Employee Safety)~~

~~(cf. 4158/4258/4358—Employee Security)~~

~~As necessary, teachers shall receive professional development, as defined in 20 USC 7801, which is designed to help them meet the requirements of federal law for teachers of core academic subjects. (20 USC 6319)~~

~~(cf. 4112.2—Certification)~~

~~(cf. 4112.24—Teacher Qualifications Under the No Child Left Behind Act)~~

The Superintendent or designee may, in conjunction with ~~individual~~ teachers, **interns, and administrators, as appropriate**, develop an individualized program of professional growth ~~which contributes to increase~~ competence, performance, **and** ~~or~~ effectiveness in teaching and classroom **management, assignments, and as necessary, to assist them in meeting state or federal requirements to be fully qualified for their positions.**

~~(cf. 4112.21—Interns)~~

~~(cf. 4131.1—Beginning Teacher Support/Induction)~~

~~(cf. 4138—Mentor Teachers)~~

Professional learning opportunities offered by the district shall be evaluated based on the criteria specified in Education Code 44277. Such opportunities may be part of a coherent plan that combines school activities within a school, including lesson study or co-teaching, and external learning opportunities that are related to academic subjects taught, provide time to meet and work with other teachers, and support instruction and student learning. Learning activities may include, but are not limited to, mentoring projects for new teachers, extra support for teachers to improve practice, and collaboration time for teachers to develop new instructional lessons, select or develop common formative assessments, or analyze student data. (Education Code 44277)

The district's staff evaluation process may be used to recommend additional **individualized** staff development for individual employees.

~~(cf. 4115—Evaluation/Supervision)~~

~~(cf. 4139—Peer Assistance and Review)~~

~~The Superintendent or designee shall involve teachers, site and district administrators, and~~

Personnel

~~others, as appropriate, in the development of the district's staff development program. He/she shall ensure that the district's staff development program is aligned with district priorities for student achievement, school improvement objectives, and school plans.~~

~~(cf. 0000—Vision)
(cf. 0200—Goals for the School District)
(cf. 0420—School Plans/Site Councils)
(cf. 0420.1—School Based Program Coordination)
(cf. 0520.1—High Priority Schools Grant Program)
(cf. 0520.2—Title I Program Improvement Schools)
(cf. 0520.3—Title I Program Improvement Districts)
(cf. 0520.4—Quality Education Investment Schools)~~

~~The Board may budget funds for actual and reasonable expenses incurred by staff who participate in staff development activities.~~

~~(cf. 3350—Travel Expenses)~~

The Superintendent or designee shall provide a means for continual evaluation of the benefit of staff development activities to both staff and students and shall regularly report to the Board regarding the effectiveness of the staff development program. Based on the Superintendent's report, the Board may revise the program as necessary in order to ensure that the staff development program supports the district's priorities for student achievement **and well-being.**

~~(cf. 0500—Accountability)
(cf. 9000—Role of the Board)~~

State

5 CCR 13025-13044: Professional development and program improvement
5 CCR 80021: Short-term staff permit
5 CCR 80021.1: Provisional internship permit
5 CCR 80023-80026.6: Emergency permits
Ed. Code 44032: Travel expense payment
Ed. Code 44259.5: Standards for teacher preparation
Ed. Code 44277: Professional growth programs for individual teachers
Ed. Code 44300: Emergency permits
Ed. Code 44325-44328: District interns
Ed. Code 44450-44468: University intern program
Ed. Code 44570-44578: Inservice training, secondary education
Ed. Code 44830.3: Employing district interns
Ed. Code 45028: Salary schedule and exceptions
Ed. Code 48980: Parental notifications
Ed. Code 52060-52077: Local control and accountability plan
Ed. Code 56240-56245: Staff development; service to persons with disabilities
Ed. Code 99200-99206: Subject matter projects
Gov. Code 3543.2: Scope of representation

Federal

20 USC 6601-6702: Preparing, Training and Recruiting High Quality Teachers and Principals

Management Resources

Commission on Teacher Credentialing Publication: California Standards for the Teaching Profession, 2009
CSBA Publication: Governing to the Core: Professional Development for Common Core, Governance Brief, May 2013

Public Employment Relations Board Decision: United Faculty of Contra Costa Community College District v. Contra Costa Community College District, (1990) PERB Order No. 804, 14 PERC P21, 085
Website: California Department of Education, Professional Learning
Website: California Subject Matter Projects
Website: Commission on Teacher Credentialing
Website: CSBA

Legal Reference:

EDUCATION CODE

~~41520-41522 Teacher Credentialing Block Grant, including beginning teacher support~~
~~41530-41532 Professional Development Block Grant~~
~~44032 Travel expense payment~~
~~44259.5 Standards for teacher preparation~~
~~44277 Professional growth programs for individual teachers~~
~~44279.1-44279.7 Beginning Teacher Support and Assessment Program (BTSA)~~
~~44560-44562 Certificated Staff Mentoring Program~~
~~44570-44578 Inservice training, secondary education~~
~~44580-44591 Inservice training, elementary teachers~~
~~44630-44643 Professional Development and Program Improvement Act of 1968~~
~~44700-44705 Classroom teacher instructional improvement program~~
~~44735 Teaching as a Priority; teacher recruitment and retention in high-priority schools~~
~~44755-44757.5 Inservice training in reading instruction, grades K-3~~
~~48980 Notification of parents/guardians: schedule of minimum days~~
~~52800-52870 School Based Program Coordination Act~~
~~56240-56245 Staff development; service to persons with disabilities~~
~~99200-99206 Subject matter projects~~
~~99220-99227 California Professional Development Institutes~~
~~99230-99242 Mathematics and Reading Professional Development Program~~
~~REPEALED EDUCATION CODE FOR CATEGORICAL PROGRAMS~~

~~44579-44579.6 Instructional Time and Staff Development Reform Program~~

GOVERNMENT CODE

~~3543.2 Scope of representation of employee organization~~

CODE OF REGULATIONS, TITLE 5

~~6100-6125 Teacher qualifications, No Child Left Behind Act~~
~~11980-11986 Mathematics and Reading Professional Development Program~~
~~13025-13044 Professional development and program improvement~~

UNITED STATES CODE, TITLE 20

~~6319 Highly qualified teachers~~
~~6601-6702 Preparing, Training and Recruiting High Quality Teachers and Principals~~
~~7801 Definitions, highly qualified teacher~~

PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS

~~United Faculty of Contra Costa Community College District v. Contra Costa Community College District, (1990) PERB Order No. 804, 14 PERC P21, 085~~

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

~~NCLB Teacher Requirements Resource Guide, March 2004~~

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

~~California Standards for the Teaching Profession, 1997~~

WEB SITES

~~Beginning Teacher Support and Assessment: <http://www.btsa.ca.gov>~~

~~California Commission on Teacher Credentialing: <http://www.etc.ca.gov>~~

~~California Department of Education, Professional Development: <http://www.cde.ca.gov/pd>~~

~~California Subject Matter Projects: <http://esmp.ucop.edu>~~

Policy Adopted: ~~10/15/08~~ 12/08/21

ORUCTT UNION SCHOOL DISTRICT
Orcutt, California



ORCUTT Union School District

Where a Dedicated Staff Means Kids Come First

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HOLLY EDDS, Ed.D.

District Superintendent

JOE DANA

Assistant Superintendent

SUSAN SALUCCI

Assistant Superintendent

TO: Dr. Holly Edds, Superintendent
Board of Trustees

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

BOARD MEETING DATE: November 10, 2021

BOARD AGENDA ITEM: Ratification of the Renewal of the agreement with Certificated Management and Classified Management.

BACKGROUND: The Administrative and Management Agreement provided for Cancer and catastrophic care for family in a policy through Mestmaker. Mestmaker informed the District that they would no longer be in business as of 11/01/2021. The policy cost the District \$5.20 per month per employee in the agreement. The District will now be taking the \$5.20 per month benefit and purchasing an extra \$25,000 worth of life insurance for each management/administrative employee under the agreement.

RECOMMENDATION: It is recommended that the Board of Trustees ratify the change in the Management and Administrative Agreement.

FINANCIAL IMPACT: No new financial impact

ORCUTT UNION SCHOOL DISTRICT
Administrative and Management Agreement
Effective November 10, 2021

- A. The terms of this agreement shall be in effect until June 30, 2024. Compensation will be determined by the Board of Trustees prior to the start of school each year. The current salary schedules are attached.
- B. The work year for all positions covered by this agreement are stated in the Salary Schedules.
- C. Longevity increases shall be awarded to certificated management personnel after their 16th, 19th, 22nd, and 24th years in the district. Longevity increases shall be awarded to classified management after their 16th, 19th, 22nd and 24th years in the district per the Classified Management Salary Schedule attached. Current classified management who have not reached the first increment of this schedule will continue to receive classified longevity per the CSEA Classified Salary schedule until such time as they qualify to return to the Management Schedule.
- D. An additional \$1,000 shall be added to the salary benefits for management employees holding an earned Doctorate Degree.
- E. Intra-district mileage allowances per year will be as follows:

Principals	\$1100
Psychologists	\$1050
Other Classified and Certificated Directors	\$800-\$2400

- F. Cell phone reimbursement allowances per year will be as follows:

Administrators, District Nurse, Classified & Certificated Directors	\$180-600
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- G. For Administrative and Management employees hired on or before June 30, 2005, Medical and dental insurance plans will be compensated one-hundred percent (100%) for employees and dependents.

For Administrative and Management employees hired on or after July 1, 2005, The District will contribute up to the following amounts to health benefits for bargaining unit members:

Individual recipients:	\$8,160.00
Two-party recipients:	\$12,700.00
Family recipients:	\$17,779.00

The remaining cost of the plans over the above amounts will be the responsibility of each bargaining unit member.

Medical coverage is as follows:

1. Anthem Blue Cross
2. Delta Dental coverage for single, 2-party or family based on the selected plan

3. The District agrees to provide vision care (Vision Service Plan) through SISC. Dependent coverage is available; however, the District's premium payment for VSP (Vision Service Plan) including dependent coverage is limited to that for the single rate at the current level.
4. \$75,000 life insurance policy

H. Leave allocations follow the bargaining unit contracts.

I. Extended Sick Leave

If a certificated administrative or management employee is absent from his/her duties on account of illness or accident for a period of five school months or less, he/she shall receive compensation of fifty (50) percent of his/her salary (Education Code 44983). The five-month period shall run consecutively with the use of sick leave days.

J. The terms of this agreement are subject to the availability of funds.

K. If mutually agreed between the Board of Trustees and the management team, this contract is subject to yearly review.

Adopted by the Board of Trustees November 10, 2021

Holly Edds Ed.D., Superintendent