

ORCUTT UNION SCHOOL DISTRICT

Regular Meeting of the Board of Trustees

Wednesday, April 13, 2022

District Office Board Room

500 Dyer St., Orcutt, CA 93455

Open Session at 6:00 p.m. (for purposes of opening meeting only)

Closed Session at 6:05 p.m.

Reconvene in Open Session at 6:30 p.m.

I. OPEN SESSION 6:00 PM

A. Call Meeting to Order

B. Pledge of Allegiance

C. Adoption of April 13, 2022 Agenda

Moved _____ Second _____ Vote _____

D. Identify Closed Session Topics: the Board will adjourn to Closed Session to address the items listed under III. A-G below.

II. PUBLIC COMMENT REGARDING CLOSED SESSION ITEMS

General public comment on any closed session item will be heard. 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. The Board may limit comments to no more than 30 minutes pursuant to Board Policy.

A. Motion to Adjourn to Closed Session

Moved _____ Second _____ Vote _____

III. ADJOURN TO CLOSED SESSION

A. Conference with Legal Counsel Regarding Existing Litigation pursuant to California Government Code section 54956.9(d)(1).

B. Conference with Legal Counsel Regarding Anticipated Litigation.

1. Significant exposure to litigation pursuant to California Government Code, section 54956.9(2) or (3).

C. Conference with Labor Negotiator. Agency representative, Susan Salucci, Assistant Superintendent of Human Resources. Employee Organization: Orcutt Educators Association; California School Employees Association.

D. Conference with Labor Negotiator. Agency representative: Dr. Holly Edds, Superintendent. Employee Organization: Unrepresented employees

E. Public Employee Discipline/Dismissal/Release/Complaint.

F. Public Employee Evaluation of Performance

G. Student Discipline or Other Confidential Student Matters.

IV. RECONVENE TO PUBLIC SESSION 6:30 PM

- A. Motion to Reconvene to Public Session
Moved _____ Second _____ Vote _____
- B. Report of Action Taken in Closed Session

V. COMMUNICATIONS/DISCUSSION/INFORMATION

- A. Reports and Presentation
 - 1. OAHS ASB Update
 - 2. Orcutt Jr. High School Presentation
 - 3. First 5 Early Learning Plan
 - 4. Superintendent's Report
- B. Items from the Board
- C. Written Communication: review and discuss communication from individuals and/or organizations regarding the District's programs and services.

VI. PUBLIC COMMENT PERIOD

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 want to make a public comment and 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 item within the Board's jurisdiction in accordance with the Brown Act. The Board will limit any response to public comment to brief statements, referral to staff, or referral to a future board meeting.

VII. CONSENT AGENDA

Items listed under the Consent Agenda are considered to be routine and are acted on by the Board of Trustees in one motion. There is no discussion of these items before the Board vote unless requested because the Board receives Board agenda backup information ahead of scheduled meetings. It is understood that the Administration recommends approval on all Consent Items. Each item on the Consent Calendar approved by the Board of Trustees shall be deemed to have been considered in full and adopted as recommended.

- A. Classified Personnel Action Report
- B. Hiring of Additional Charter School Coaches for the 2021-2022 School Year
- C. Certification of Coaches for the 2021-2022 School Year
- D. Certification of Temporary Athletic Team Coaches 2021-2022 School Year
- E. Certificated Personnel Action Report

- F. Approval of March 9, 2022 Regular Board Meeting Minutes
- G. Approval of April 6, 2022 Special Board Meeting Minutes
- H. Approval of Warrants
- I. OAHS Robotics Team Out of State Trip to Houston, TX in April, 2022
- J. Capitol Advisors Consulting and Advocacy Agreement
- K. Notice of Completion: Orcutt Junior High School Administration Building Project

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

Moved _____ Second _____ Vote _____

VIII. ITEMS SCHEDULED FOR ACTION

A. GENERAL

1. Strategic Plan Targets for 2022-2023

It is recommended that the Board of Trustees adopt the Orcutt Union School District Strategic Plan Targets for the 2022-2023 School Year, as submitted.

Moved _____ Second _____ Vote _____

2. Acceptance of Gifts: Santa Ynez Valley Foundation

It is recommended that the Board of Trustees accept a \$560 donation to Olga Reed School for the school garden and Cinco De Mayo programs from the Santa Ynez Valley Foundation, as submitted.

Moved _____ Second _____ Vote _____

3. Board Bylaw 9322 Agenda/Meeting Materials

It is recommended that the Board of Trustees approve the updated Board Bylaw 9322 Agenda/Meeting Materials, for the first reading and that it be placed on the next Consent Agenda for the second reading.

Moved _____ Second _____ Vote _____

B. BUSINESS SERVICES

1. AB1200 Public Disclosure of Proposed Collective Bargaining Agreement- Orcutt Educators Association, California School Employees Association #255, Confidential Employees, Classified/Certificated Management, as well as Contracted Management Positions

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

Moved _____ Second _____ Vote _____

2. 2020-2021 Audit Report for Orcutt Union School District

It is recommended that the Board of Trustees approve the 2020-2021 Audit Report for the Orcutt Union School District, as submitted.

Moved _____ Second _____ Vote _____

3. 2022-2021 Audit Report for Measure G Bond
 It is recommended that the Board of Trustees approve the 2020-2021 Audit Report of the Measure G Bond, as submitted.
 Moved _____ Second _____ Vote _____

4. Award Bid for the Olga Reed Modernization Measure G Bond Project
 It is recommended that the Board of Trustees award the construction bid for the Olga Reed Modernization Project to Pre Con Industries, Inc. for \$2,574,000, as they were the lowest, responsive, and responsible bidder.
 Moved _____ Second _____ Vote _____

5. Olga Reed Modernization Measure G Bond Project Budget
 It is recommended that the Board of Trustees approve the estimated budget for the Olga Reed Modernization Project, as submitted.
 Moved _____ Second _____ Vote _____

6. Agreement for Turnkey Design and Construction Energy Services with Schneider Electric Building Americas, Inc.
 It is recommended that the Board of Trustees approve the Agreement for Turnkey Design and Construction Energy Services with Schneider Electric, as submitted.
 Moved _____ Second _____ Vote _____

C. EDUCATIONAL SERVICES

1. California Department of Education Library Survey
 It is recommended that the Board of Trustees acknowledge the District's completion of the California Department of Education Library Survey requirement for each of our school sites in compliance with law, as submitted.
 Moved _____ Second _____ Vote _____

3. Continued Funding Application Fiscal Year 2022-2023 California State Preschool Program
 It is recommended that the Board of Trustees approve the Continued Funding Application for the California State Preschool Program for the Fiscal Year 2022-2023, as submitted.
 Moved _____ Second _____ Vote _____

4. Resolution No. 13 Orcutt Union Elementary School District Early Learning Center
 It is recommended that the Board of Trustees adopt Resolution No. 13 Orcutt Union Elementary School District Early Learning Center, as submitted.
 Moved _____ Second _____ Vote _____

5. Board Policy 5111 Admission
It is recommended that the Board of Trustees approve the revised Board Policy 5111 Admission, for first reading and that it be placed on the next Consent Agenda for the second reading.

Moved _____ Second _____ Vote _____

6. Board Policy 6173 Education for Homeless Children
It is recommended that the Board of Trustees approve the revised Board Policy 6173 Education for Homeless Children, for first reading and that it be placed on the next Consent Agenda for the second reading.

Moved _____ Second _____ Vote _____

D. HUMAN RESOURCES

1. 2021/2022 Resolution No. 10 Classified Employees Week
It is recommended that the Board of Trustees approve the 2021/2022 Resolution No. 10, Classified Employees Week, May 15-21, 2022, as submitted

Moved _____ Second _____ Vote _____

2. 2021/2022 Resolution No. 11 Week of the Teacher
It is recommended that the Board of Trustees approve the 2021/2022 Resolution No. 11, Week of the Teacher, May 1-7, 2022, as submitted

Moved _____ Second _____ Vote _____

3. Approval of Agreement with Orcutt Educators Association (OEA)
It is recommended that the Board of Trustees approve the negotiated agreement with Orcutt Educators Association, as submitted.

Moved _____ Second _____ Vote _____

4. Approval of Agreement with the California School Employees Association (CSEA) #255
It is recommended that the Board of Trustees approve the negotiated agreement with the California School Employees Association #255, as submitted.

Moved _____ Second _____ Vote _____

5. Approval of Compensation Increase for Confidential Employees, Certificated and Classified Management.

It is recommended that the Board of Trustees approve the compensation agreement with Orcutt Union School District Confidential Employees and Certificated Management and Classified Management, as submitted.

Moved _____ Second _____ Vote _____

6. Approval of Compensation Increase for Contracted Positions
It is recommended that the Board of Trustees approve the compensation agreement with Assistant Superintendent of Human Resources, and the Assistant Superintendent of Educational Services, as submitted.

Moved _____ Second _____ Vote _____

7. Approval of Addendum Number 2 to the Employment Agreement with Dr. Holly Edds, Superintendent
 It is recommended that the Board of Trustees approve the Addendum Number 2 to the Employment Agreement with Dr, Holly Edds, Superintendent, as submitted.
 Moved _____ Second _____ Vote _____

8. National University Unpaid Student Teaching, Filed Experience and Practicum Agreement
 It is recommended that the Board of Trustees approve the approve the National University Unpaid Student Teaching, Field Experience and Practicum Agreement, as submitted.
 Moved _____ Second _____ Vote _____

9. Board Policy 4030 Nondiscrimination in Employment
 It is recommended that the Board of Trustees approve the updated Board Policy 4030 Nondiscrimination in Employment, for the first reading and that it be placed on the next Consent Agenda for the second reading.
 Moved _____ Second _____ Vote _____

10. Approval of Assistant Superintendent, Business Service Contract
 It is recommended that the Board of Trustees approve the Employee Agreement with Assistant Superintendent, Business Services, Sandra Knight, as submitted.
 Moved _____ Second _____ Vote _____

11. Memorandum of Understanding between Sonoma County Superintendent of Schools for North Coast School of Education Programs and Orcutt Union School District for the Teacher Induction Program (TIP) for the 2022-23 school year.
 It is recommended that the Board of Trustees approve the Memorandum of Understanding for the Teacher Induction Program for the 2022-23 school year, as submitted.
 Moved _____ Second _____ Vote _____

IX. GENERAL ANNOUNCEMENTS

- A. Unless otherwise noticed, the next regular Board meeting is scheduled for May 11, 2022 beginning with Closed Session at 6:05 p.m., Open Session at 6:30 p.m. in the District Office Board Room, 500 Dyer St., Orcutt, CA 93455.

X. ADJOURN TO CLOSED SESSION (If Needed)

- A. Motion to Adjourn to Closed Session
 Moved _____ Second _____ Vote _____
- B. Closed Session items described in Item III. above.

XI. RECONVENE TO OPEN SESSION (If Needed)

- A. Motion to Reconvene to Open Session
Moved _____ Second _____ Vote _____
- B. Report of Action Taken in Closed Session

XII. 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

Classified Personnel Action Report

April 13, 2022

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
Ayala, Teresa	Alice Shaw	Instructional Assistant, 1	12/3	3.50	\$17.21 per hr.	03/16/2022	New hire
Bedford, Shannon	Dunlap	Instructional Assistant	8/6	3.75	\$18.06 per hr.	04/04/2022	New hire
Cortez, Dulce	District	Community Liaison	14/3	6.0	\$18.09 per hr.	03/22/2022	New hire
Cortez, Dulce	District	Community Liaison	14/3	6.0	\$25.00 per mo.	04/01/2022	Phone stipend
Estrada, Amanda	Patterson	Child Nutrition Cashier	7/2	2.25	\$15.00 per hr.	04/01/2022	Resignation
Foreman, Heidi	Child Nutrition	Child Nutrition Worker	8/5	3.75	\$17.20 per hr.	03/31/2022	New hire
Kelly, Keagan	Child Nutrition	Child Nutrition Worker, Substitute	7		\$15.00 per hr.	02/17/2022	New hire, substitute
Mendoza, Lisa	Olga Reed	Instructional Assistant, 1	12/6	3.5	\$19.93 per hr.	04/24/2022	Resignation
Paquet, Alexandria	Patterson	Instructional Assistant, 1	12/1	3.5	\$15.61 per hr.	03/08/2022	New hire
Pinon, Ivan	Operations	Utility Worker, Substitute	18		\$16.36 per hr.	03/08/2022	New hire, substitute
Renteria, Elena	Lakeview JH	Noon Duty Supervisor	6/1	.83	\$15.00 per hr.	03/23/2022	New hire
Renteria, Elena	Transportation	Bus Attendant, Substitute	11/1		\$15.24 per hr.	03/23/2022	New hire, substitute
Soria, Sandy	District	Community Liaison	14/3	6.0	\$18.09 per hr.	04/01/2022	New hire
Sosa, Sandy	District	Community Liaison	14/3	6.0	\$25.00 per mo.	04/01/2022	Phone stipend
Torres, Christopher	Orcutt Academy HS	Instructional Assistant, 1	12/4	6.0	\$18.07 per hr.	04/01/2022	Resignation
Tosches, Marc	Orcutt Academy HS	Instructional Assistant, 1	12/6	6.0	\$19.93 per hr.	04/05/2022	Promotion (increase in hours)



Orcutt Union School District
 Classified Personnel Action Report
 April 13, 2022

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
Valle Perez, Daniela	Alice Shaw	Noon Duty Supervisor	6/1	2.75	\$15.00 per hr.	03/01/2022	New hire (from sub to permanent)
Emp. # 461						06/23/2022	Request Early Retirement Incentive Program
Emp. # 694						06/10/2022	Request Early Retirement Incentive Program

**ORCUTT ACADEMY CHARTER SCHOOL
ORCUTT UNION SCHOOL DISTRICT**

TO: Dr. Holly Edds
District Superintendent

FROM: Susan Salucci 
Assistant Superintendent of Human Resources

DATE: April 13, 2022

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

Orcutt Academy Charter HS:

Varsity Volleyball, Boys James Colon, Co-Coach

Volunteers:


Varsity Volleyball, Boys Matt Patterson

*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

ORCUTT ACADEMY CHARTER SCHOOL

ORCUTT UNION SCHOOL DISTRICT

TO: Dr. Holly Edds
District Superintendent

FROM: Susan Salucci 
Assistant Superintendent of Human Resources

DATE: April 13, 2022

RE: **NOTIFICATION TO BOARD**
CERTIFICATION OF COACHES FOR 2021-22 SCHOOL YEAR

Article 5, Section 5594, of the California Administrative Code, requires that “the District Superintendent shall certify to the local Board of Trustees that the provisions in Section 5593 have been met” with respect to the selection of temporary athletic team coaches. Section 5594 also requires that “local governing school boards shall certify to the State Board of Education that the provisions of Section 5593 have been met.” Section 5593 applies to any person serving at any grade level as a temporary athletic team coach.

All temporary coaches hired for the 2021-22 school year have been certified as meeting the provisions of Section 5593.

Orcutt Academy Charter High School:

Varsity Football	Gabe Espinoza
Varsity Football Assistant(s)	Jose Limon, Roberto Ibarra, Mike Patterson
Girls Varsity Basketball	Tom Robb
Girls Varsity Basketball Assistant(s)	Theresa Kendrick, Pack Rojo
Girls Jr. Varsity Basketball	Pack Rojo, Kristy Tumbaga
Boys Varsity Basketball	Ryan Smalley
Boys Varsity Basketball Assistant	Isaac Luque
Boys Jr. Varsity Basketball	John Wells
Track	James Barr
Track Assistant	Marc Tosches, Roger Fabing, Gabe Espinoza
Boys Cross Country	Roger Fabing
Girls Cross Country	Chyane Fabing
Girls Varsity Tennis	Art Lopez
Girls Jr. Varsity Tennis	
Boys Varsity Tennis	Art Lopez
Boys Jr. Varsity Tennis	
Girls Varsity Soccer	Brian Speer, Bobby Britt
Girls Jr. Varsity Soccer	Leo Amador
Boys Varsity Soccer	Rick Lucca
Boys Jr. Varsity Soccer	Chris Hardee

Girls Varsity Volleyball
Girls Jr. Varsity Volleyball
Boys Varsity Volleyball
Girls Golf
Boys Golf
Swim
Swim Assistant
Dive
Varsity Baseball
Varsity Baseball Assistant
Jr. Varsity Baseball
Varsity Softball
Varsity Softball Assistant
Jr. Varsity Softball
Cheer
Dance

Gailya Fritz-Stanley
Melissa Molina
Gailya Fritz-Stanley, James Colon
Jim McManus
Jim McManus
Brittany Enthoven
John Dell'Armo, Rick Enthoven

Rogelio Morales, Michael Dietz
Anthony Rohwedder

Darrell Black
Jason Salinas

Carlina Flores, Naomi Miller, Megan Moore
Janet Kwock-Reece

ORCUTT ACADEMY CHARTER HIGH SCHOOL

ORCUTT UNION SCHOOL DISTRICT

2021-22 CERTIFICATION
TEMPORARY ATHLETIC TEAM COACHES

TO STATE BOARD OF EDUCATION:

Title 5, California Code of Regulations, Section 5594, requires:

Local governing school board shall certify to the State Board of Education that the provisions of Section 5593 have been met.

LOCAL SCHOOL BOARD CERTIFICATION:

I hereby certify the school district has met the conditions set forth in Title 5, Sections 5593 and 5594.

Orcutt Academy Charter High School
500 Dyer Street
Orcutt, CA 93455

Mark Steller, President
Board of Trustees

(School District)

(Date)



Orcutt Union School District

Certificated Personnel Action Report

April 13, 2022

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
Ashor, Stephen	Orcutt Academy HS	VI-6	\$68,580 \$7,500	2022-23	Approval of Probationary Contract Signing Bonus (paid of 2 years)
Bluem, Kristy	Patterson Road	I-4	\$50,931	2022-23	Approval of Temporary Contract
Boeken, Kristin	Pine Grove	V-2	\$57,370	2022-23	Approval of Temporary Contract
Brady, Laura	Orcutt Academy HS	III-4	\$55,866 \$7,500	2022-23	Approval of Temporary Contract Signing Bonus (paid of 2 years)
Brown, Lindsay	Joe Nightingale	III-11	\$70,404*	2022-23	Job Share, 50%
Butler, Brooke	Lakeview JHS/Orcutt JHS	II-1	\$48,320 \$7,500	2022-23	Approval of Probationary Contract Signing Bonus (paid of 2 years)
Byrne, Jennifer	Patterson Road	VI-4	\$64,191	2022-23	Approval of Temporary Contract
Callis, Wendy	Patterson Road	V-5	\$63,347*	2022-23	Approval of Temporary Contract, Job Share, 50%
Caruana, Hannah	Joe Nightingale	VI-3	\$62,104	2022-23	Approval of Temporary Contract
Colon, James	Orcutt Academy HS	Stipend	\$1,400*	2022-23	Boys Varsity Volleyball Coach, shared
Coombs, Daniel	Lakeview JHS	IV-6	\$62,507 \$7,500	2022-23	Approval of Probationary Contract Signing Bonus (paid of 2 years)
Cornwell, Karen	District	Hourly	\$50	2/1/22	Curriculum Support, 4 hrs
Crawford, Dawkins	District	Yearly	\$30,000	2022-23	Approval of Intern Contract
Cross, Alana	Pine Grove	VI-4	\$64,191 \$7,500	2022-23	Approval of Probationary Contract Signing Bonus (paid of 2 years)
Cross, Madalynn	District	Yearly	\$30,000	2022-23	Approval of Intern Contract
DePalma-Steed, Bridgette	Orcutt Academy HS	VI-20 Daily Stipend	\$102,156 \$552.20 \$3,500	2022-23	11 Extra Days Athletic Director Athletic Director
Duft, Jamie	Ralph Dunlap	III-2	\$52,303	2022-23	Approval of Temporary Contract
Duguran, Hayley	Lakeview JHS	III-1	\$50,604	2022-23	Approval of Probationary Contract
Elwell, Renee	Ralph Dunlap	IV-2	\$54,777	2022-23	Approval of Temporary Contract

*To be prorated

NAME	SCHOOL	CLASS/STEP	SALARY	EFFECTIVE DATE	ACTION INFORMATION
Emp # 100				5/25/22	39 month rehire
Emp # 510				5/11/22	39 month rehire
Emp # 634				2/17/22	39 month rehire
Emp # 1241				6/8/22	Resignation
Emp # 2045				6/8/22	Resignation
Emp # 2048				6/8/22	Resignation
Emp # 2049				3/24/22	Released, Temporary Contract
Felix, Danielle	Patterson Road	V-13	\$82,545*	2022-23	Job Share, 50%
Fortin, Amy	Orcutt Academy K-8	IV-1	\$53,002	2022-23	Approval of Probationary Contract
George, August	Joe Nightingale	IV-1	\$53,002	2022-23	Approval of Temporary Contract
Hawthorne, J'Nay	Orcutt JHS	I-1	\$46,971	2022-23	Approval of Probationary Contract
Ingraham, Daniel	Unknown	IV-6	\$62,507 \$7,500	2022-23	Approval of Probationary Contract Signing Bonus (paid over 2 years)
Jones, Meredith	Pine Grove	VI-7	\$70,889	2022-23	Approval of Temporary Contract
Jones, William	Orcutt Academy HS	III-1	\$50,604	2022-23	Approval of Probationary Contract Signing Bonus (paid over 2 years)
Kiniry, Cody	Lakeview JHS	II-1	\$48,320 \$7,500	2022-23	Approval of Probationary Contract Signing Bonus (paid over 2 years)
Lear, Jamie	Alice Shaw	I-4	\$50,931	2022-23	Approval of Temporary Contract
McReynolds, Morgan	Orcutt Academy HS	VI-5	\$66,351	2022-23	Approval of Probationary Contract, 60% Approval of Temporary Contract, 40%
Milanesa, Kateri	Pine Grove	VI-3	\$62,104	2022-23	Approval of Temporary Contract
Nance, Crystal	Joe Nightingale	V-6	\$65,473	2022-23	Approval of Temporary Contract
Okamoto, Maile	Joe Nightingale	VI-2	\$60,085	2022-23	Approval of Temporary Contract
Pay, Eimile	Orcutt Academy HS	II-1	\$48,320*	2022-23	Approval of Temporary Contract, 60%
Pugh, Caline	Alice Shaw	VI-6	\$68,580	2022-23	Approval of Temporary Contract
Rahbar, Iran	District	V	\$103,082 \$600 \$800	2022-23	Approval of Probationary Contract Cell Phone Allowance Mileage Allowance
Romo, Sara	Alice Shaw	IV-2	\$54,777	2022-23	Approval of Temporary Contract
Rowan, Alisa	Joe Nightingale	I-7	\$56,228	2022-23	Approval of Temporary Contract
Ryken, Austria	Pine Grove	IV-4	\$58,512	2022-23	Approval of Temporary Contract

*To be prorated

NAME	SCHOOL	CLASS/STEP	SALARY	EFFECTIVE DATE	ACTION INFORMATION
Salinas, Jannine	District	One Time Daily	\$937.50 \$375	4/9/2022 6/10-7/8/22	ESY Administrator Set Up ESY Administrator, 20 days
Savaso, Emma	Ralph Dunlap	III-1	\$50,604	2022-23	Approval of Temporary Contract
Scherpel, Victoria	Lakeview JHS	IV-1	\$53,002 \$7,500	2022-23	Approval of Probationary Contract Signing Bonus (paid over 2 years)
Sternjacob, Zachary	Lakeview JHS	III-3	\$54,055	2022-23	Approval of Probationary Contract
Thompson, Brittaney	Joe Nightingale	III-2	\$52,303	2022-23	Approval of Temporary Contract
Tolentino, Natalia	Joe Nightingale	IV-1	\$53,002	2022-23	Approval of Temporary Contract
Torres, Kiersten	Pine Grove	IV-2	\$54,777	2022-23	Approval of Temporary Contract
Twisselman, Lindsay	Olga Reed	IV-2	\$54,777	2022-23	Approval of Temporary Contract
Widle, Tiffany	Joe Nightingale	VI-16	\$93,457*	2022-23	Job Share, 50%
Willis, Jordan	Orcutt Academy HS	VI-6	\$68,580	2022-23	Approval of Probationary Contract
York, Sarah	Joe Nightingale	IV-4	\$58,512	2022-23	Approval of Temporary Contract
Zich, Matthew	Lakeview JHS	III-6	\$59,679	2022-23	Approval of Probationary Contract

*To be prorated

**ORCUTT UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
REGULAR MEETING MINUTES
March 9, 2022**

CALL TO ORDER

A regular meeting of the Board of Trustees of the Orcutt Union School District was held on Wednesday, March 9, 2022, in the District Board Room, beginning with Mark Steller calling Public Session to order at 6:00 p.m. The Pledge of Allegiance was led by Liz Phillips. It was moved by Liz Phillips seconded by Shaun Henderson to adopt the March 9, 2022 agenda. Members Present: Steller, Henderson, Phillips, and Waffle. Absent: Morinini. Administrators Present: Edds, Salucci, Dana, and Knight.

CLOSED SESSION PUBLIC COMMENTS

Virginia Locken spoke about employee contract renewals/non-reelection.

ADJOURN TO CLOSED SESSION

It was moved by Melanie Waffle seconded by Liz Phillips and carried to adjourn to Closed Session at 6:04 p.m. Ayes: Steller, Henderson, Phillips, and Waffle.

RECONVENE TO PUBLIC SESSION

The meeting reconvened to Public Session at 6:32 p.m. Mark Steller reported that by a vote of 4-0 the Board approved settlement of a special education dispute in the matter of Student v. School District, United States District Court Case 2:21-cv-04741-RGK-MAA and OAH Case No. 2020061003.

SUPERINTENDENT'S REPORT

OAHS Girls Basketball was recognized for an outstanding season. Rusty Gordon, Christy Callaghan, and Meghan Fargen gave a Special Education presentation and Dr. Holly Edds gave a Covid-19 update.

ITEMS FROM THE BOARD

Shaun Henderson congratulated OAHS Girls Basketball on an outstanding season and thanked Mr. Verch for volunteering to announce their games. He also shared that Joe Nightingale had a successful, positive, and fun sixth grade Outdoor School trip. Lisa Morinini thanked Joslyn Hodson, a TOSA at Lakeview, for going above and beyond coordinating intervention and shared that Orcutt Jr. High met their Gravity Water Campaign fundraising goal where they partnered with a "sister school" in Vietnam to get them fresh, clean, drinking water. Melanie Waffle congratulated Susie Hinden, from Patterson Rd., for being named February teacher of the month for KEYT and KKF's February Teacher of the Month. Mark Steller highlighted our stellar Robotics and Drama programs and shared that everyone on the Orcutt Jr. Campus enjoyed the therapy dogs that came out for a visit.

PUBLIC COMMENT

Joey Trama, Aria Martinez, Liam Araya, Madison Ramirez, Bella Araya, Alyssa Araya, Christie Ortiz, Julie Martinez, Chloe Ann Martinez spoke about masking mandates. April Sargent spoke about COVID-19 testing protocols, and Leslie Wagonseller and Rusty Gordon, recognized Dr. Holly Edds as she is the inaugural recipient of the annual Erik Frost Award.

CONSENT AGENDA ITEMS

- A. Classified Personnel Action Report
- B. Hiring of Additional Charter School Coaches for the 2021-2022 School Year
- C. Certificated Personnel Action Report
- D. Approval of January 12, 2022 Regular Board Meeting Minutes
- E. Approval of February 1, 2022 Special Board Meeting Minutes
- F. Approval of Warrants
- G. Williams Quarterly Report
- H. Board Policy 0420.42 Charter School Renewal, for the second reading
- I. Board Policy 1312.3 Uniform Complaint Procedures, for the second reading
- J. Notice of Completion for the Joe Nightingale School Painting Project
- K. Revisions to the Orcutt Union School District Governance Handbook

It was moved by Melanie Waffle seconded by Shaun Henderson and carried to approve consent agenda items A –K, as submitted. Ayes: Steller, Henderson, Morinini, and Waffle.

ACTION ITEMS

California School Boards Association (CSBA) Delegate Assembly Ballot

It was moved by Shaun Henderson seconded by Lisa Morinini and carried to vote for Peter Wright to represent subregion 11-A on CSBA's Delegate Assembly, as submitted. Ayes: Steller, Henderson, Morinini, and Waffle

Request for Proposal for E-RATE Wide Area Network (WAN)

It was moved by Shaun Henderson seconded by Melanie Waffle and carried to approve RFP for E-Rate Wide Area Network, as submitted. Ayes: Steller, Henderson, Morinini, and Waffle.

Request for Proposal for E-RATE Network Equipment

It was moved by Melanie Waffle seconded by Lisa Morinini and carried to approve the RFP for E-Rate Network Equipment, as submitted. Ayes: Steller, Henderson, Morinini, and Waffle.

Request for Proposal for Junior High School Integrated Camera and Sensor System

It was moved by Lisa Morinini seconded by Shaun Henderson and carried to approve the RFP for Junior High School Integrated Camera and Sensor System, as submitted. Ayes: Steller, Henderson, Morinini, and Waffle.

Approval of Grants from Santa Barbara County Air Pollution Control District and Central Coast Community Energy to Purchase an Electric School Bus

It was moved by Shaun Henderson seconded by Lisa Morinini and carried to approve the grants from Santa Barbara County Air Pollution Control District and Central Coast Community Energy to Purchase an Electric School Bus, as submitted. Ayes: Steller, Henderson, Morinini, and Waffle.

Piggyback Bid Authorization for the Purchase of an Electric School Bus

It was moved by Shaun Henderson seconded by Lisa Morinini and carried to approve the Piggyback Bid Authorization for the Purchase of an Electric School Bus, as submitted. Ayes: Steller, Henderson, Morinini, and Waffle.

Information Only:

Annual Mid-Year LCAP Update

Safe Schools Plans for all Orcutt Union School District School Sites

It was moved by Shaun Henderson seconded by Lisa Morinini and carried to approve the Safe Schools Plans for all Orcutt Union School District Sites, as submitted. Ayes: Steller, Henderson, Morinini, and Waffle.

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: Steller, Henderson, Morinini, and Waffle.

Board Policy 5148.2 Before/After School Programs

It was moved by Lisa Morinini seconded by Shaun Henderson and carried to approve the revised Board Policy 5148.2 Before/After School Programs for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Steller, Henderson, Morinini, and Waffle.

Board Policy 5148.3 Preschool/Early Childhood Education

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

Board Policy 6112 School Day

It was moved by Lisa Morinini seconded by Shaun Henderson and carried to approve the revised Board Policy 6112 School Day for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Steller, Henderson, Morinini, and Waffle.

Board Policy 6143 Courses of Study

It was moved by Melanie Waffle seconded by Lisa Morinini and carried to approve the revised Board Policy 6143 Courses of Study for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Steller, Henderson, Morinini, and Waffle.

Board Policy 6158 Independent Study

It was moved by Lisa Morinini seconded by Shaun Henderson and carried to approve the revised Board Policy 6158 Independent Study for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Steller, Henderson, Morinini, and Waffle.

Board Policy 6170.1 Transitional Kindergarten

It was moved by Shaun Henderson seconded by Lisa Morinini and carried to approve the revised Board Policy 6170.1 Transitional Kindergarten for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Steller, Henderson, Morinini, and Waffle.

GENERAL ANNOUNCEMENT

Unless otherwise noticed, the next regular Board meeting is scheduled for Wednesday, March 9, 2022 beginning with Closed Session at 6:05 p.m., Open Session at 6:30 p.m. and a Special Curriculum Board Meeting on Tuesday, March 2, 2022 at 6:00 p.m. in the District Office Board Room, 500 Dyer St., Orcutt, CA 93455

ADJOURN TO CLOSED SESSION

It was moved by Melanie Waffle seconded by Lisa Morinini and carried to adjourn to Closed Session at 8:23 p.m. Ayes: Steller, Henderson, Morinini, and Waffle.

RECOVERED TO OPEN SESSION

The Meeting was reconvened to Public Session at 9:35 p.m. Mark Steller reported that no action was taken during Closed Session.

ADJOURN

It was moved by Lisa Morinini and seconded by Shaun Henderson and carried to adjourn the meeting at 9:36 p.m. Ayes: Steller, Henderson, Morinini, and Waffle

Holly Edds, Ed.D. Board Secretary

Shaun Henderson, Clerk, Board of Trustee

**ORCUTT UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
SPECIAL BOARD MINUTES
April 6, 2022**

CALL TO ORDER

A Special Board meeting of the Board of Trustees of the Orcutt Union School District was held on Wednesday, April 6, 2022, in the District Office Board Room, beginning with Mark Steller calling Public Session to order at 6:00 p.m. The Pledge of Allegiance was led by Julie Payne. It was moved by Melanie Waffle seconded by Lisa Morinini to adopt the April 6, 2022 agenda. Members Present: Steller, Henderson, Morinini, and Waffle. Absent: Phillips. Administrators Present: Edds, Salucci, Dana and Knight.

PUBLIC COMMENTS

None

ACTION ITEMS

Resolution No.12 Determining that the Joe Nightingale Full Day Kindergarten Project is Exempt from the California Environmental Quality Act

It was moved by Shaun Henderson seconded by Lisa Morinini and carried to adopt Resolution No.12 Determining that the Joe Nightingale Full Day Kindergarten Project is Exempt from the California Environmental Quality Act, as submitted. Ayes: Steller, Henderson, Morinini, and Waffle.

SPECIAL FACILITIES UPDATE

CLOSED SESSION PUBLIC COMMENTS

None

GENERAL ANNOUNCEMENTS

Unless otherwise noticed, the next regular board meeting is scheduled for Wednesday, April 13, 2022, with Closed Session starting at 6:05 p.m., Public Session at 6:30 p.m. in the District Office Board Room, 500 Dyer St., Orcutt, CA 93455.

ADJOURN TO CLOSED SESSION

It was moved by Melanie Waffle seconded by Shaun Henderson and carried to adjourn to Closed Session at 7:16 p.m. Ayes: Waffle, Steller, Henderson, Morinini and Waffle.

RECONVENE TO OPEN SESSION AND ADJOURN MEETING

Mark Steller reported that during Closed Session the Board unanimously voted to reject a Government Code Claim. It was moved by Lisa Morinini seconded by Shaun Henderson and carried to adjourn the meeting at 7:43 p.m. Ayes: Steller, Henderson, Morinini, and Waffle.

Holly Edds, Ed.D., Board Secretary

Shaun Henderson, Clerk, Board of Trustees

Checks Dated 03/02/2022 through 04/04/2022

Board Meeting Date April 16, 2022

Check Number	Check Date	Pay to the Order of	Check Amount
01-684160	03/07/2022	360 Degree Customer, Inc	73,503.50
01-684161	03/07/2022	Amazon Capital Services, Inc.	9,519.83
01-684162	03/07/2022	Anthony Smith	67.00
01-684163	03/07/2022	Aramark Uniform Services	297.06
01-684164	03/07/2022	B & T Serv Station Contractors	500.00
01-684165	03/07/2022	Ballard, Sue	55.00
01-684166	03/07/2022	Barry Moore	85.00
01-684167	03/07/2022	Blick Art Materials	78.04
01-684168	03/07/2022	Carquest Auto Parts	369.34
01-684169	03/07/2022	Carr's Boots and Western Wear	300.00
01-684170	03/07/2022	CED - Orange/L.A.	803.92
01-684171	03/07/2022	Cen-Cal Mechanical, Inc.	1,641.35
01-684172	03/07/2022	Center for the Collaborative Classroom	277.80
01-684173	03/07/2022	Chelsey Michaelis	35.00
01-684174	03/07/2022	Colbi Technologies Inc.	2,185.00
01-684175	03/07/2022	Comphealth Medical Staffing	2,278.08
01-684176	03/07/2022	Culligan Drinking Water Co	192.88
01-684177	03/07/2022	Cutler, Elizabeth S	215.00
01-684178	03/07/2022	Dove Psy & Behavioral Srvs, PC Actum Clinical/Behavioral Srv	506.25
01-684179	03/07/2022	Dr. Tere Linzey	7,200.00
01-684180	03/07/2022	Eagle Energy, Inc.	5,797.78
01-684181	03/07/2022	Ednas Bakery	1,245.45
01-684182	03/07/2022	Eileen Shibata	25.00
01-684183	03/07/2022	Esgj	378.00
01-684184	03/07/2022	Ewing, Inc.	64.14
01-684185	03/07/2022	Fence Factory	437.27
01-684186	03/07/2022	Ferguson Enterprises Inc #1350	209.59
01-684187	03/07/2022	FilterBuy, Inc	115.56
01-684188	03/07/2022	Flinn Scientific	2,586.54
01-684189	03/07/2022	Giavannis Pizza Inc	9,050.00
01-684190	03/07/2022	Golden State Water Company	3,175.28
01-684191	03/07/2022	Golden State Water Company	2,124.27
01-684192	03/07/2022	Gordon, Kenneth P	110.00
01-684193	03/07/2022	Grad Awards LLC	569.31
01-684194	03/07/2022	Greg Verch	25.00
01-684195	03/07/2022	Harris, Steven C	25.27
01-684196	03/07/2022	Heuchert, Marianne R	31.88
01-684197	03/07/2022	Honeycutt Hardware, LLC dba Oak Knolls Hardware	432.56
01-684198	03/07/2022	House Sanitary Supply	1,276.37
01-684199	03/07/2022	Jacks All American Plumbing	505.00
01-684200	03/07/2022	Jackson, Phyllis	19.16
01-684201	03/07/2022	Jamz	799.00
01-684202	03/07/2022	Jaspal Padhal	80.00
01-684203	03/07/2022	Jesus Franco	77.00
01-684204	03/07/2022	Jim Zepeda	80.00
01-684205	03/07/2022	Julio Alvarez DBA Julio's Door Service	1,250.00
01-684206	03/07/2022	Kellie Henkel	13,027.00
01-684207	03/07/2022	Language Connections INC.	600.00

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 03/02/2022 through 04/04/2022

Board Meeting Date April 16, 2022

Check Number	Check Date	Pay to the Order of	Check Amount
01-684208	03/07/2022	Laurie Brummett	300.00
01-684209	03/07/2022	Los Alamos Comm. Svcs. Distrt	935.37
01-684210	03/07/2022	Maxim Healthcare Svcs. Inc.	20,140.85
01-684211	03/07/2022	Melendez, Cynthia	25.10
01-684212	03/07/2022	Michele L. Douglass MD School Solutions, Inc.	12,500.00
01-684213	03/07/2022	Mission Linen Supply	787.45
01-684214	03/07/2022	MTI Enterprises Inc	3,814.22
01-684215	03/07/2022	Office Depot	1,624.27
01-684216	03/07/2022	Okeefe, Kylie L	17.26
01-684217	03/07/2022	OReilly Auto Parts	144.60
01-684218	03/07/2022	P&R Paper Supply Co	3,513.93
01-684219	03/07/2022	Perma-Bound	75.04
01-684220	03/07/2022	Pizza Results LLC	25.00
01-684221	03/07/2022	Polly O'Neill	300.00
01-684222	03/07/2022	Portable Johns Inc.	333.07
01-684223	03/07/2022	Pre Con Industries, Inc DBA Premier Drywall	98,587.91
01-684224	03/07/2022	PRIDE Learning Co.	760.00
01-684225	03/07/2022	Procure Janitorial Supply, Inc	4,462.89
01-684226	03/07/2022	Producer's Dairy Food, Inc.	12,766.55
01-684227	03/07/2022	Quinn Rental Services	9.77
01-684228	03/07/2022	Rayne Water Conditioning, Inc.	412.22
01-684229	03/07/2022	RDZ Contractors, Inc.	2,753.87
01-684230	03/07/2022	SALT Software, LLC	62.48
01-684231	03/07/2022	Santa Barbara Airbus	5,760.00
01-684232	03/07/2022	Santa Barbara County	471.48
01-684233	03/07/2022	Santa Barbara County Parks Community Services	90.00
01-684234	03/07/2022	Sinclair Sanitary Supply Co.	2,924.35
01-684235	03/07/2022	SISC	596,442.98
01-684236	03/07/2022	Smart And Final	2,493.20
01-684237	03/07/2022	Smith Pipe & Supply	170.17
01-684238	03/07/2022	Sondra Pierce dba Go 2 Speech, LLC	510.00
01-684239	03/07/2022	Sprint Wireless	41.52
01-684240	03/07/2022	Star Drug Testing	224.00
01-684241	03/07/2022	Streator Pipe & Supply	28.49
01-684242	03/07/2022	Sunbelt Staffing, LLC	2,196.00
01-684243	03/07/2022	Sysco Ventura	20,122.07
01-684244	03/07/2022	Tech Time Communications Inc	3,303.05
01-684245	03/07/2022	The Berry Man	8,091.55
01-684246	03/07/2022	U.S. Bank Corporate Pymt. Sys.	13,792.83
01-684247	03/07/2022	United Refrigeration Inc.	396.83
01-684248	03/07/2022	United Staffing Assoc., LLC	418.61
01-684249	03/07/2022	West Coast Elite Dance, Inc.	490.00
01-684250	03/07/2022	Western Exterminator Company A Rentokil Company	180.00
01-684251	03/07/2022	Whispering Tree Nursery	430.57
01-685254	03/14/2022	A-Z Bus Sales	75.18
01-685255	03/14/2022	AALRR AtkinsonAndelsonLoyaRuudRomo	1,500.00
01-685256	03/14/2022	Alfredo Dulay	78.00
01-685257	03/14/2022	Almadin, Rose	5.85
01-685258	03/14/2022	Amazon Capital Services, Inc.	5,613.72

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Checks Dated 03/02/2022 through 04/04/2022

Board Meeting Date April 16, 2022

Check Number	Check Date	Pay to the Order of	Check Amount
01-685259	03/14/2022	American Star Trailways	1,002.00
01-685260	03/14/2022	Aramark Uniform Services	706.46
01-685261	03/14/2022	Asbury Enviornmental Services	236.00
01-685262	03/14/2022	Blick Art Materials	344.65
01-685263	03/14/2022	Carr's Boots and Western Wear	150.00
01-685264	03/14/2022	Casmalia Community Services Di strict	230.50
01-685265	03/14/2022	CDW Government Inc.	533,721.05
01-685266	03/14/2022	Central City Tool Supply	19.56
01-685267	03/14/2022	Chelsey Michaelis	70.00
01-685268	03/14/2022	Coburn, Jocelyn M	36.04
01-685269	03/14/2022	Comphealth Medical Staffing	2,291.54
01-685270	03/14/2022	CSM Consulting, Inc. Cal School Management Group	9,000.00
01-685271	03/14/2022	Culver Newlin Inc	65,193.09
01-685272	03/14/2022	Curtis Goble	78.00
01-685273	03/14/2022	Dana, Joseph L	175.80
01-685274	03/14/2022	Dannis, Woliver, Kelley	7,949.00
01-685275	03/14/2022	Denny Duckett Mobile Diesel Smoke Testing	453.55
01-685276	03/14/2022	Diesel Injection Systems, Inc	1,699.41
01-685277	03/14/2022	Digital Marketing Corp	11,634.85
01-685278	03/14/2022	Discount School Supply	67.28
01-685279	03/14/2022	Eagle Energy, Inc.	4,143.85
01-685280	03/14/2022	Eide Bailly LLP	10,790.00
01-685281	03/14/2022	Erik Ramos-Razo	80.00
01-685282	03/14/2022	Ewing, Inc.	222.44
01-685283	03/14/2022	Festival of Music Music In The Parks	3,854.00
01-685284	03/14/2022	Frontier	621.64
01-685285	03/14/2022	Golden State Water Company	1,102.68
01-685286	03/14/2022	Hayward Lumber Co	689.57
01-685287	03/14/2022	Home Depot Credit Services	1,766.53
01-685288	03/14/2022	House Sanitary Supply	1,387.16
01-685289	03/14/2022	Howard Hall	77.00
01-685290	03/14/2022	HSS/Waste Management Corporate Services	889.65
01-685291	03/14/2022	HSS/Waste Management Corporate Services	831.03
01-685292	03/14/2022	HSS/Waste Management Corporate Services	831.03
01-685293	03/14/2022	HSS/Waste Management Corporate Services	831.03
01-685294	03/14/2022	HSS/Waste Management Corporate Services	831.03
01-685295	03/14/2022	HSS/Waste Management Corporate Services	685.65
01-685296	03/14/2022	HSS/Waste Management Corporate Services	905.69
01-685297	03/14/2022	HSS/Waste Management Corporate Services	1,487.96
01-685298	03/14/2022	HSS/Waste Management Corporate Services	853.43
01-685299	03/14/2022	HSS/Waste Management Corporate Services	535.22
01-685300	03/14/2022	HSS/Waste Management Corporate Services	229.57
01-685301	03/14/2022	HSS/Waste Management Corporate Services	435.55
01-685302	03/14/2022	Images Screen Printing	291.89
01-685303	03/14/2022	Indigo Education Company	2,000.00
01-685304	03/14/2022	Jacob Guzman	80.00
01-685305	03/14/2022	Jeffrey Long	45.00
01-685306	03/14/2022	Jim Zepeda	20.00
01-685307	03/14/2022	John MacKinnon	67.00

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Checks Dated 03/02/2022 through 04/04/2022

Board Meeting Date April 16, 2022

Check Number	Check Date	Pay to the Order of	Check Amount
01-685308	03/14/2022	LD Products	397.53
01-685309	03/14/2022	LHP Music, Inc. Nick Rail Music	77.21
01-685310	03/14/2022	Lightspeed Technologies, Inc.	19.93
01-685311	03/14/2022	Los Osos Middle School	250.00
01-685312	03/14/2022	Maxim Healthcare Svcs. Inc.	17,174.55
01-685313	03/14/2022	Michael Laffin	80.00
01-685314	03/14/2022	Monty Harshner	45.00
01-685315	03/14/2022	Nestor Frausto	80.00
01-685316	03/14/2022	Nipomo High School	350.00
01-685317	03/14/2022	Office Depot	4,646.21
01-685318	03/14/2022	Orcutt Fuel Services, LLC Splash N Dash, Orcutt	84.00
01-685319	03/14/2022	OReilly Auto Parts	10.13
01-685320	03/14/2022	OUSD Academy Revolving Cash	400.00
01-685321	03/14/2022	Pacific Gas & Electric	1,062.09
01-685322	03/14/2022	Pacific Gas & Electric	39,241.83
01-685323	03/14/2022	Pape Kenworth	499.39
01-685324	03/14/2022	Paul Leventis	156.00
01-685325	03/14/2022	Powerstride Battery Co.	639.10
01-685326	03/14/2022	Quadient Finance USA, Inc. NeoFunds	301.12
01-685327	03/14/2022	ReadyRefresh by Nestle	142.51
01-685328	03/14/2022	Rotary Club of Santa Maria	66.00
01-685329	03/14/2022	Sanders, Gregory Y	105.93
01-685330	03/14/2022	SB County Ed. Office SBCEO	250.00
01-685331	03/14/2022	Shell Fleet Plus	341.53
01-685332	03/14/2022	Smith Pipe & Supply	260.60
01-685333	03/14/2022	Soccer Action Usa	3,157.01
01-685334	03/14/2022	Sousa Tire Service LLC.	443.85
01-685335	03/14/2022	Streator Pipe & Supply	1,840.26
01-685336	03/14/2022	Taubenheim, Aniko M	76.75
01-685337	03/14/2022	Tech Time Communications Inc	362.50
01-685338	03/14/2022	TeraWolf Technologies, Inc.	8,937.86
01-685339	03/14/2022	The Gas Company	770.94
01-685340	03/14/2022	U.S. Bank Equipment Finance	7,746.22
01-685341	03/14/2022	Uline Shipping Supplies	192.28
01-685342	03/14/2022	United Refrigeration Inc.	543.48
01-685343	03/14/2022	United Staffing Assoc., LLC	558.14
01-685344	03/14/2022	Urquhart, Kristina M	150.70
01-685345	03/14/2022	Valley Awards Francine Maiden Bracamonte	139.54
01-685346	03/14/2022	Verizon Wireless	469.74
01-685347	03/14/2022	WaveDivision Holdings, LLC Wave Broadband	3,890.80
01-685348	03/14/2022	West Coast Heating & Cooling	2,391.46
01-685349	03/14/2022	Whispering Tree Nursery	113.06
01-686179	03/21/2022	Aaron F. Olsen	80.00
01-686180	03/21/2022	Adept Events LLC	1,400.00
01-686181	03/21/2022	Aeries Software	597.00
01-686182	03/21/2022	Ai-Media Technologies LLC	15,819.75
01-686183	03/21/2022	Alfredo Dulay	78.00
01-686184	03/21/2022	Alvie Hernandez	78.00
01-686185	03/21/2022	Amazon Capital Services, Inc.	9,758.49

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 03/02/2022 through 04/04/2022

Board Meeting Date April 16, 2022

Check Number	Check Date	Pay to the Order of	Check Amount
01-686186	03/21/2022	Art Navarro	78.00
01-686187	03/21/2022	ASCD	1,295.00
01-686188	03/21/2022	Carpinteria High School	375.00
01-686189	03/21/2022	CDW Government Inc.	854.68
01-686190	03/21/2022	Cen-San, Inc	2,133.46
01-686191	03/21/2022	Chelsey Michaelis	70.00
01-686192	03/21/2022	Chris Taylor	160.00
01-686193	03/21/2022	Christine Erdman	1,261.89
01-686194	03/21/2022	City Motors Towing	150.00
01-686195	03/21/2022	City Of Santa Maria Landfill Services	129.00
01-686196	03/21/2022	Comphealth Medical Staffing	2,890.89
01-686197	03/21/2022	Creative Bus Sales, Inc.	434.14
01-686198	03/21/2022	Doug Lintner	85.00
01-686199	03/21/2022	Dunn Edwards Corp.	6.94
01-686200	03/21/2022	Eagle Energy, Inc.	7,410.27
01-686201	03/21/2022	Edds, John T	99.99
01-686202	03/21/2022	Erik Ramos-Razo	80.00
01-686203	03/21/2022	Ewing, Inc.	257.66
01-686204	03/21/2022	ExxonMobil	571.05
01-686205	03/21/2022	Ferguson Enterprises Inc #1350	171.21
01-686206	03/21/2022	Gavin Edick	35.00
01-686207	03/21/2022	Gold Star Foods	39,088.85
01-686208	03/21/2022	House Sanitary Supply	2,026.07
01-686209	03/21/2022	Howard's Kleine Werks	241.54
01-686210	03/21/2022	Impulse Advanced Communication	3,751.13
01-686211	03/21/2022	Industrial Medical Group SMV Akeso Occupational Health	485.00
01-686212	03/21/2022	Insight Enviornmental Inc.	2,535.00
01-686213	03/21/2022	Jacob Guzman	35.00
01-686214	03/21/2022	Jeffrey Long	160.00
01-686215	03/21/2022	Jesus Franco	40.00
01-686216	03/21/2022	Jim Zepeda	115.00
01-686217	03/21/2022	John Tracy Clinic	350.00
01-686218	03/21/2022	Marc Debernardi	200.00
01-686219	03/21/2022	Marcus Guzman	35.00
01-686220	03/21/2022	Maxim Healthcare Svcs. Inc.	20,982.00
01-686221	03/21/2022	MidState Containers Sales,Inc	538.76
01-686222	03/21/2022	Monty Harshner	240.00
01-686223	03/21/2022	Morro Bay High School	300.00
01-686224	03/21/2022	Nestor Frausto	80.00
01-686225	03/21/2022	New Life Therapy Svc PC dba Goodfellow Therapy	10,098.00
01-686226	03/21/2022	Newegg Business, Inc.	26.23
01-686227	03/21/2022	Office Depot	3,936.72
01-686228	03/21/2022	Orbach Huff Suarez & Henderson LLP	571.25
01-686229	03/21/2022	OReilly Auto Parts	82.41
01-686230	03/21/2022	Oriental Trading Company Inc	163.51
01-686231	03/21/2022	Perma-Bound	787.48
01-686232	03/21/2022	Ramin, Ginger M	142.16
01-686233	03/21/2022	RDZ Contractors, Inc.	8,944.89
01-686234	03/21/2022	Righetti HS - Track and Field c/o Megan Cota	400.00

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 03/02/2022 through 04/04/2022

Board Meeting Date April 16, 2022

Check Number	Check Date	Pay to the Order of	Check Amount
01-686235	03/21/2022	Santa Maria Tire Inc	1,299.87
01-686236	03/21/2022	School Health	1,042.01
01-686237	03/21/2022	School Services Of California	195.00
01-686238	03/21/2022	SHARON STEVENSON	35.00
01-686239	03/21/2022	Sherrick Bracy	78.00
01-686240	03/21/2022	Sondra Pierce dba Go 2 Speech, LLC	127.50
01-686241	03/21/2022	Steve Straight	85.00
01-686242	03/21/2022	Streator Pipe & Supply	512.56
01-686243	03/21/2022	Sunbelt Staffing, LLC	6,588.00
01-686244	03/21/2022	Taylor & Francis Group LLC	677.86
01-686245	03/21/2022	Tennis Warehouse	543.06
01-686246	03/21/2022	Toste Construction, Inc.	5,285.00
01-686247	03/21/2022	United Staffing Assoc., LLC	697.68
01-686248	03/21/2022	Valley Awards Francine Maiden Bracamonte	284.46
01-686249	03/21/2022	WaveDivision Holdings, LLC Wave Broadband	6,981.20
01-687136	03/28/2022	Albertsons / Safeway	85.59
01-687137	03/28/2022	Amazon Capital Services, Inc.	9,188.25
01-687138	03/28/2022	Anthony Smith	67.00
01-687139	03/28/2022	Art Navarro	78.00
01-687140	03/28/2022	Attainment Company, Inc.	1,126.13
01-687141	03/28/2022	Camp Whittier	23,990.00
01-687142	03/28/2022	Casa Pacifica	11,000.00
01-687143	03/28/2022	Cen-San, Inc	1,632.95
01-687144	03/28/2022	Charles Baxter	104.00
01-687145	03/28/2022	City Of Santa Maria Parks & Recreation Dept.	278.50 *
Cancelled on 03/31/2022, Cancel Register # 4030637			
01-687146	03/28/2022	Comphealth Medical Staffing	2,868.08
01-687147	03/28/2022	Daniel R. Shaw Shaw Firm	4,000.00
01-687148	03/28/2022	Demco	418.72
01-687149	03/28/2022	Dweebwood & Stenchpot Gavin's Books	292.25
01-687150	03/28/2022	Eagle Energy, Inc.	4,741.89
01-687151	03/28/2022	Eddie Hernandez	80.00
01-687152	03/28/2022	Ewing, Inc.	188.06
01-687153	03/28/2022	Ferguson Enterprises Inc #1350	307.37
01-687154	03/28/2022	FilterBuy, Inc	9,606.97
01-687155	03/28/2022	Golden State Water Company	4,181.35
01-687156	03/28/2022	Golden State Water Company	4,312.76
01-687157	03/28/2022	Golden State Water Company	2,809.61
01-687158	03/28/2022	Golden State Water Company	1,185.99
01-687159	03/28/2022	Gopher Sports	1,177.27
01-687160	03/28/2022	House Sanitary Supply	2,669.25
01-687161	03/28/2022	Howard Hall	77.00
01-687162	03/28/2022	Images Screen Printing	623.96
01-687163	03/28/2022	Impulse Advanced Communication	43.13
01-687164	03/28/2022	Industrial Medical Group SMV Akeso Occupational Health	195.00
01-687165	03/28/2022	Jaspal Padhal	80.00
01-687166	03/28/2022	Jesus Franco	78.00
01-687167	03/28/2022	Jim Zepeda	35.00
01-687168	03/28/2022	Julio Alvarez DBA Julio's Door Service	11,500.00

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 03/02/2022 through 04/04/2022

Board Meeting Date April 16, 2022

Check Number	Check Date	Pay to the Order of	Check Amount
01-687169	03/28/2022	Language Connections INC.	2,153.04
01-687170	03/28/2022	Loren Davis	104.00
01-687171	03/28/2022	Lozano Smith, LLP	8,678.80
01-687172	03/28/2022	Marc Debernardi	80.00
01-687173	03/28/2022	Markee, Bethany D	20.48
01-687174	03/28/2022	Maxim Healthcare Svcs. Inc.	20,090.28
01-687175	03/28/2022	Monty Harshner	80.00
01-687176	03/28/2022	More Office Solutions Ray Morgan Company	127.15
01-687177	03/28/2022	Mosyle Corporation	2,404.50
01-687178	03/28/2022	Noble Power Equipment	45.00
01-687179	03/28/2022	Office Depot	3,381.29
01-687180	03/28/2022	OReilly Auto Parts	485.80
01-687181	03/28/2022	Pacific Gas & Electric	39,232.40
01-687182	03/28/2022	Perma-Bound	15.30
01-687183	03/28/2022	Portable Johns Inc.	59.49
01-687184	03/28/2022	Procure Janitorial Supply, Inc	2,107.72
01-687185	03/28/2022	Ray Morgan Company	127.15
01-687186	03/28/2022	S & L Safety Products	862.00
01-687187	03/28/2022	SB County Ed. Office SBCEO	600.00
01-687188	03/28/2022	School Outfitters	19,383.73
01-687189	03/28/2022	Smith Pipe & Supply	67.86
01-687190	03/28/2022	SMV Physical Therapy Group Inc	10,900.00
01-687191	03/28/2022	Streator Pipe & Supply	976.41
01-687192	03/28/2022	Sweetwater Lentine's	14,562.96
01-687193	03/28/2022	The Gas Company	9,700.16
01-687194	03/28/2022	Toste Construction, Inc.	12,890.00
01-687195	03/28/2022	Turf Star, Inc Western Equipment	218.50
01-687196	03/28/2022	United Refrigeration Inc.	1,387.87
01-687197	03/28/2022	Valley Awards Francine Maiden Bracamonte	193.95
01-687198	03/28/2022	Workers Compensation Admin, LLC	289.87
01-687199	03/28/2022	World's Finest Chocolate, Inc.	1,745.00
01-687200	03/28/2022	Yuridia Ramos	35.00
01-687874	04/04/2022	Ai-Media Technologies LLC	3,515.50
01-687875	04/04/2022	Alvie Hernandez	78.00
01-687876	04/04/2022	Amazon Capital Services, Inc.	5,307.81
01-687877	04/04/2022	Andrew Scott McMahon AMS Electric	1,876.39
01-687878	04/04/2022	Cen-Cal Mechanical, Inc.	1,722.78
01-687879	04/04/2022	Childrens Creative Project	500.00
01-687880	04/04/2022	Christopher Sigler	105.00
01-687881	04/04/2022	Colbi Technologies Inc.	15,000.00
01-687882	04/04/2022	Cummins Sales and Service	720.00
01-687883	04/04/2022	Curtis Goble	78.00
01-687884	04/04/2022	Eagle Energy, Inc.	349.06
01-687885	04/04/2022	Ewing, Inc.	906.77
01-687886	04/04/2022	Fastenal Company	47.14
01-687887	04/04/2022	Ferguson Enterprises Inc #1350	23.23
01-687888	04/04/2022	Genesis, Inc.	69.45
01-687889	04/04/2022	Golden State Water Company	2,742.28
01-687890	04/04/2022	Howard's Kleine Werks	296.99

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 03/02/2022 through 04/04/2022 **Board Meeting Date April 16, 2022**

Check Number	Check Date	Pay to the Order of	Check Amount
01-687891	04/04/2022	Industrial Medical Group SMV Akeso Occupational Health	260.00
01-687892	04/04/2022	Jacob Guzman	35.00
01-687893	04/04/2022	James Dulay	78.00
01-687894	04/04/2022	Jeffrey Long	80.00
01-687895	04/04/2022	Jim Zepeda	80.00
01-687896	04/04/2022	Jordano Inc	1,175.58
01-687897	04/04/2022	Jostens, Inc.	3,153.50
01-687898	04/04/2022	Kelly Lund	932.23
01-687899	04/04/2022	Lakes Area Graphix and SignWorx, Inc. dba Banners.com	210.14
01-687900	04/04/2022	Laminating & Binding Sol. Inc.	238.03
01-687901	04/04/2022	Lisette Hernandez	35.00
01-687902	04/04/2022	LunchAssist, Inc.	10,000.00
01-687903	04/04/2022	M & M Restaurant Supply	476.49
01-687904	04/04/2022	Maxim Healthcare Svcs. Inc.	18,685.80
01-687905	04/04/2022	Michael Laffin	80.00
01-687906	04/04/2022	Mid-State Concrete Products LL C	7,369.45
01-687907	04/04/2022	Monty Harshner	80.00
01-687908	04/04/2022	MyParkingPermit.com	191.74
01-687909	04/04/2022	NWEA	1,200.00
01-687910	04/04/2022	Office Depot	3,335.26
01-687911	04/04/2022	OReilly Auto Parts	26.60
01-687912	04/04/2022	Pearson Education, Inc.	727.37
01-687913	04/04/2022	Perma-Bound	904.99
01-687914	04/04/2022	Piper Sandler & Co.	3,000.00
01-687915	04/04/2022	Pizza Results LLC	25.00
01-687916	04/04/2022	Procure Janitorial Supply, Inc	2,869.66
01-687917	04/04/2022	Rayne Water Conditioning, Inc.	412.22
01-687918	04/04/2022	Riverside Assessments, LLC Riverside Insights	9,401.41
01-687919	04/04/2022	Smith Pipe & Supply	354.98
01-687920	04/04/2022	Sprint Wireless	41.52
01-687921	04/04/2022	Streator Pipe & Supply	1,105.57
01-687922	04/04/2022	TeraWolf Technologies, Inc.	4,688.42
01-687923	04/04/2022	Terry J. Clark	78.00
01-687924	04/04/2022	U.S. Bank Corporate Pymt. Sys.	11,043.47
01-687925	04/04/2022	United Staffing Assoc., LLC	1,395.36
01-687926	04/04/2022	Valley Awards Francine Maiden Bracamonte	218.19
01-687927	04/04/2022	VS Athletics	284.67
01-687928	04/04/2022	William Hunter Sign Creations Central Coast	78.30
Total Number of Checks			379
			2,281,405.17

	Count	Amount
Cancel	1	278.50
Net Issue		2,281,126.67

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	General Fund	283	1,272,162.08
09	Charter Schl Spec Rev Fund	94	78,616.87

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 03/02/2022 through 04/04/2022

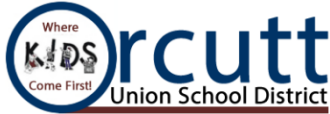
Board Meeting Date April 16, 2022

Check Number	Check Date	Pay to the Order of	Check Amount
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Fund Recap

<u>Fund</u>	<u>Description</u>	<u>Check Count</u>	<u>Expensed Amount</u>
12	Child Dvlpmt Fund	1	86.52
13	Cafeteria Spec Rev Fund	32	119,633.63
14	Deferred Maintenance Fund	4	20,059.82
21	Building Fund 1	7	193,553.52
40	Spec Resv Cap Outlay Proj 1	1	571.25
67	Self-Insurance Fund 1	1	596,442.98
	Total Number of Checks	378	2,281,126.67
	Less Unpaid Tax Liability		.00
	Net (Check Amount)		2,281,126.67

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 Academy High School
Administration Office

TO: Dr. Holly Edds, Superintendent

FROM: Mr. Rhett Carter, OAHS Principal

BOARD MEETING DATE: April 13, 2022

BOARD AGENDA ITEM: 2022 FIRST World Championships

BACKGROUND: The OAHS Robotics team “Spartatroniks” will be competing in the FIRST World Championship, in Houston, TX. The first group of students will be leaving on April 19, 2022 – April 24, 2022 from LAX to Houston, TX. Robotics team coach, Scott Rowe will accompany the early crew consisting of 5 students. The remainder of the team, which consist of 20 students, Coach Rick Soto and mentors, Lou Lauriello, Nicholas Kremer and Sharon Strich will be leaving on April 20, 2022 – April 24, 2022 from LAX to Houston, TX. The entire team will be leaving from OAHS (on their assigned date) and transported to LAX by parent drivers. Our team, coaches and mentors will be staying at the Fairfield Inn and Suites Hobby Airport in Houston, TX. Our team will arrive back in California on Sunday, April 24, 2022 and travel home by parent drivers, arriving at OAHS around 11:00 pm. All proceeds for this trip are being raised through fundraisers by the Robotics Team. This high-tech spectator event combines the excitement of sport with science and technology.

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

FUNDING: No Impact on General Fund



FIRST 3512 Spartatroniks

A Non-profit Foundation to support STEM education

P.O. Box 3206, Orcutt, CA 93457 EIN: 82-3181945

business3512@gmail.com

To whom it may concern,

Here is the travel information for the robotics competition that the team will be attending.

World Championship-

Students will be taking flights to get to and from Houston Texas.

Early crew flight dates- April 19th- April 24th

Non-early crew flight dates- April 20th- April 24th

Venue- George R. Brown Convention Center, 1001 Avenida De Las Americas, Houston, TX

Hotel- The Fairfield Inn and Suite Hobby Airport, 8730 Gulf Fwy., Houston, TX 77017

The students going to Worlds-

- Mason Ahrens
- Janelle Camacho
- Nicholas Camacho
- James Edwards
- Miles Edwards
- Daniela Elenes
- Trey Elliott
- Shanreign Feliciano
- Olivia Hall
- Isis King
- Adrian Lau
- Dario Lopez Torrez
- Hayden McGinnis
- Timothy McNamee
- Evelyn Meija
- Isabelle Paige
- Ella Patterson
- Owen Pierce
- Hailey Salas
- Matthew Santana
- Daniel Shuman
- Jonathan Shuman
- Adan Silva
- Tatiana Silva
- Ethan Wilkins
- Aretta Wonderlich

Students on early crew-

- Daniela Elenes
- Timothy McNamee
- Isabelle Paige
- Matthew Santana
- Nicolas Camacho



SUPERINTENDENT'S MEMORANDUM

TO: Board of Trustees

FROM: Holly Edds, Ed.D.
Superintendent

BOARD MEETING DATE: April 13, 2022

BOARD AGENDA ITEM: Capitol Advisors Consulting and Advocacy Agreement

BACKGROUND: Capitol Advisors will provide consulting and professional services to Orcutt Union School District. These services may include, but are not limited to:

1. Pursuing and protecting the interests of OUSD and the district's key investments and fiscal policies.
2. Fully engaging OUSD in the legislative and regulatory process to ensure that the perspective and positions of the district are known to policymakers.
3. Representing the interests of OUSD before various California State agencies.
4. Keeping district officials informed with regular communication and updates on all legislative, regulatory, and policy proposals that may impact the school district.
5. Provide updates and opportunities to influence legislative outcomes on school related issues.
6. Provide advocacy, strategic advice in pursuit of the district's infrastructure and technology efforts.
7. Providing strategic advice to OUSD on issues including, but not limited to, school finance, school facilities construction and modernization, education policy, implementation of recently enacted legislation, and implementation of the State Budget.
8. Providing guidance and expertise to OUSD related to the Local Control Funding Formula, Local Control Accountability Plans, and other state budget and state-level accountability requirements.
9. Making available to OUSD the strategic, political, fiscal, and policy advice of any of the partners or staff from Capitol Advisors Group.

RECOMMENDATION: Staff recommends that the Board of Trustees approve the Capitol Advisors Consulting and Advocacy Agreement, as submitted.

FUNDING: The General Fund (Fund 01) in the amount of \$24,000 annually.

CONSULTING AND ADVOCACY AGREEMENT

This Agreement is entered into on April 1, 2022 by and between the Orcutt Union School District (“Client”) and Capitol Advisors Group, LLC (“Contractor”), a California limited liability company.

RECITALS

WHEREAS, Contractor has experience and expertise in legislative consulting and advocacy, and in developing strategic partnerships, and is willing and able to perform services desired by Client; and,

WHEREAS, Client desires legislative consulting and advocacy services, strategic counsel, and assistance in developing mutually beneficial partnerships.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Term of Agreement. The initial period of this Agreement shall be April 1, 2022, through June 30, 2023. At the end of the initial period, the Agreement shall operate on a month-to-month basis subject to the 30-day termination provisions included in Section 4 below. This Agreement may be modified (including modification of the scope of work and/or compensation) by the parties through mutual written agreement.
2. Description of Services. Contractor agrees to provide services to Client as identified in Exhibit A, “Description of Services,” attached to this Agreement and incorporated by reference.
3. Compensation.
 - a. Compensation to Contractor for this Agreement shall be \$2,000 per month beginning on April 1, 2022 and each month thereafter for the contract term. This monthly retainer shall be paid on the first day of each month.
 - b. Client also agrees to compensate Contractor for travel expenses associated with the performance of this Agreement, provided that such travel is requested and approved by Client.
4. Termination. Either party may terminate this Agreement, with or without cause, effective upon thirty (30) days prior written notice to the other party.
5. Independent Contractor. The parties agree that Contractor is an independent contractor. This Agreement shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, association, or any other relationship except that of independent contractor.
6. Limitation on Liability; Indemnification.

- a. IN NO EVENT SHALL CONTRACTOR'S LIABILITY TO CLIENT, FOR ANY REASON ARISING OUT OF THIS AGREEMENT, EXCEED THE AMOUNT OF THE COMPENSATION ACTUALLY RECEIVED BY CONTRACTOR UNDER THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.
 - b. Each party shall defend, indemnify, and hold harmless the other party, and all of its agents, directors, officers, and employees from and against any and all claims, liabilities, losses, damages, judgments, costs, and expenses and threats thereof (collectively, "Claims") arising out of or in connection with this Agreement, except that a party need not defend, indemnify, and hold harmless the other party against Claims finally determined to have arisen solely from the other party's gross negligence or willful misconduct.
7. Notices to the Parties. All notices required or permitted under this Agreement shall be in writing and delivered by reliable and common methods as follows:

To Capitol Advisors Group, LLC:

Kevin Gordon, President
925 L Street, Suite 1200
Sacramento, California 95814
(916) 557-9745
kevin@capitoladvisors.org

To Orcutt Union School District:

Dr. Holly Edds
Superintendent
500 Dyer Street
Orcutt, California 93455
(805) 938-8907
hedds@orcutt-schools.net


8. Waiver. No failure to exercise and no delay in exercising any right, remedy, or power, under this Agreement or by law, shall operate as a waiver of such right, remedy, or power.
9. Legal Costs. If any party to this Agreement shall take any action or proceeding to enforce this Agreement, the losing party shall pay to the prevailing party a reasonable sum for all fees, costs, and expenses (including attorneys' fees) incurred in bringing such suit and/or enforcing any judgment granted.
10. Governing Law. The formation, interpretation, and performance of this Agreement shall be governed by the laws of the State of California.
11. Client Responsibility for Fair Political Practices Commission (FPPC) Reporting and Accounting Requirements. State law (the Political Reform Act, Government Code section 81000 et seq.) and

Orcutt Union School District
Consulting and Advocacy Agreement

regulations of the FPPC govern reporting and accounting requirements for lobbyists, lobbying firms, and lobbyist employers. Contractor is a registered lobbying firm and complies with applicable FPPC requirements. Client is responsible for complying with its own reporting and accounting requirements, and payment of applicable fees, as required by the FPPC (including FPPC Regulations 18615 and 18616).

12. Entire Agreement. The terms of this Agreement are intended by the parties to be in the final expression of their agreement and may not be contradicted by evidence of any prior or contemporaneous agreement. No change or waiver of any provision of this Agreement shall valid unless made in writing and executed in the same manner as this Agreement.
13. Severability. If any term or provision of this Agreement shall be found illegal or unenforceable, such term or provision shall be deemed stricken and the remaining elements of this Agreement shall remain in full force and effect.

This Agreement is duly executed as of the date written above:



Kevin R. Gordon
President
Capitol Advisors Group, LLC

Date

Holly Edds
Superintendent,
Orcutt Union School District

Date

EXHIBIT A
Description of Services

Contractor will provide consulting and professional services to Orcutt Union School District. Those services may include, but are not limited to:

1. Pursuing and protecting the interests of the Orcutt Union School District and the district's key investments and fiscal policies. Pursuing and protecting opportunities while helping to identify threats to the fiscal interests of the district. Advance budget and legislative proposals that will enhance the fiscal position and stability of the district and actively oppose budget and legislative proposals that shortchange the fiscal resources for Orcutt Union School District students.
2. Fully engaging the Orcutt Union School District in the legislative and regulatory process to ensure that the perspectives and positions of the district are known to policymakers in state governmental agencies, regulatory bodies, and the Legislature.
3. Representing the interests of the Orcutt Union School District before the California Department of Education, State Board of Education, State Department of Finance, State Controller's Office, State Treasurer's Office, Governor's Office, and any other agency designated by the Client.
4. Keeping district officials informed with regular communication and updates on all legislative, regulatory, and policy proposals that may impact the school district.
5. Provide updates and opportunities to influence legislative outcomes on issues related to school finance and budget, education technology and distance learning, school accountability, assessment, human resources, special education, STRS/PERS and retirement, professional development, curriculum and instruction, maintenance and operations, school transportation and other issue areas as directed by the Superintendent or designee.
6. Provide advocacy, strategic advice in pursuit of the district's infrastructure and technology efforts including tracking any related the developments at the California Public Utilities Commission, the Federal Communications Commission, the Office of Public School Construction and the State Allocation Board.
7. Providing strategic advice to the Orcutt Union School District on issues including, but not limited to, school finance, school facilities construction and modernization, education policy, implementation of recently enacted legislation, and implementation of the State Budget.
8. Pursuing the interests of the Orcutt Union School District before the Assembly and Senate Committees on Education, Appropriations, Budget, Local Government, Governance and

Finance, Health, and other committees as directed by Client.

9. Providing guidance and expertise to the Orcutt Union School District related to the Local Control Funding Formula, Local Control Accountability Plans, and other state budget and state-level accountability requirements.
10. Making available to the Orcutt Union School District the strategic, political, fiscal, and policy advice of any of the partners or staff from Capitol Advisors Group.
11. Preparing and submitting reports to the Fair Political Practices Commission in accordance with state law for Client's lobbying activities.



SUPERINTENDENT'S MEMORANDUM

TO: Board of Trustees

FROM: Holly Edds, Ed.D
Superintendent

BOARD MEETING DATE: April 13, 2022

BOARD AGENDA ITEM: Notice of Completion: Orcutt Junior High School Administration Building Project

BACKGROUND: On March 10, 2021 the Board of Trustees awarded the bid for the Orcutt Junior High School Administration Building Project. The objective of this project was to construct a new modern administration building to be utilized by site staff and students. The work commenced on March 15, 2021 and was completed and signed off by the District on Friday, April 8, 2022.

RECOMMENDATION: Staff recommends that the Board of Trustees approve the Orcutt Junior High School Administration Building Project as complete.

FUNDING: N/A

Recording requested by
And when recorded mail to:

Orcutt Union School District
Dr. Holly Edds
500 Dyer St.
Orcutt, CA 93455

SPOCEABOVm:s LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. Notice is hereby given:

1. The undersigned is owner or corporate office of the owner of the interest or estate stated below in the property hereinafter described: In fee
2. The full name of the owner is Orcutt Union School District
3. The full address of the owner is 500 Dyer St., Santa Maria, CA 93455
4. The work Orcutt Junior High School Administration Building on the said property described below was completed on April 8th, 2022. The work done was: new construction of administration building at site listed on #7.
5. The name of the general contractor, if any, for such work of was RDZ Contractor's, Inc. contract date, February 25 2021.
6. The property on which said work of improvement was completed is in the Town of Orcutt, County of Santa Barbara, State of California, and described as follows:
7. The street address of said properties are Orcutt Junior High School APN #105-330-010, 608 Pinal Ave., Orcutt, CA 93455

April 14, 2022

Date

Owner – Orcutt Union School District

Signed by Dr. Holly Edds, Superintendent

VERIFICATION

I, the undersigned, say: I am the Superintendent, the declarant of the foregoing notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on: Wednesday, April 13, 2022

Owner: Orcutt Union School District

Signed by _____

Dr. Holly Edds, Superintendent



SUPERINTENDENT'S MEMORANDUM

TO: Board of Trustees

FROM: Holly Edds, Ed.D.
Superintendent

BOARD MEETING DATE: April 13, 2022

BOARD AGENDA ITEM: Strategic Plan 2022-2023

BACKGROUND: The Strategic Planning Committee met on March 3 and March 17, 2022 to plan and discuss Targets for the 2022-2023 school year. The committee broke out into groups and addressed each targeted area. There was great collaboration within the groups, and discussion regarding ways to improve all the Targets.

The final Targets are attached for your review.

RECOMMENDATION: Staff recommends that the Board of Trustees approve the Strategic Planning Targets for 2022-2023, as submitted.

FUNDING: N/A



Strategic Plan Targets 2022-2023



High Quality Instruction

Targets	Actions
A.1 Implementation of rigorous curriculum	A.1.1 Provide a rigorous education in all grades, with training on differentiating curriculum, in every content area to all students no matter their ability level to ensure access for all
	A.1.2 Provide designated English language development instruction for identified students with fidelity and rigor 5 days a week/30 min/day
	A.1.3 Implement inclusionary practices across all grade levels and educational settings in special education, and research effective instructional delivery models for students with special needs
A.2 Provide Multi-Tiered Systems of Support (MTSS)	A.2.1 Students needing academic and behavioral assistance will receive targeted support through on-site interventions
	A.2.2 Refine the SST and MTSS process to ensure consistency across the district
A.3 Assessment & Accountability	A.3.1 Examine and analyze grade level data through school site leadership teams and Professional Learning Communities
	A.3.2 Develop, refine, and administer common formative assessments to inform instruction
	A.3.3 Provide training in and assistance with, the administration and analysis of formative and summative assessments
A.4 Visual and Performing Arts	A.5.1 Offer visual and performing arts instruction throughout the district, including rigorous standards-based instruction in Music and Visual Art at the K-6 level including a high quality elementary band program
	A.5.2 Offer instruction and opportunities for students in the area of digital arts



Strategic Plan Targets 2022-2023



Future Ready

Targets	Actions
B.1 The 4 Cs <ul style="list-style-type: none"> ● Critical Thinking ● Collaboration ● Creativity and Innovation ● Communication 	B.1.1 Provide opportunities for students to express their creativity and innovative ideas in assignment completion, along with opportunities for students to showcase their completed projects and work
	B.1.2 Provide opportunities for students to participate in real-world problem solving, and to present their solutions to a community audience
	B.1.3 Provide opportunities and instruction in coding, robotics, gaming, and animation
B.2 Character and Citizenship Development	B.2.1 Provide instruction in digital citizenship content to students at all grade levels
	B.2.2 Fostering Collaboration and Teamwork through Character and Citizenship instruction.
B.3 CTE and Career Pathways	B.3.2 Explore career pathways at the middle school level that align with identified pathways at the high school level
	B.3.1 Give elementary students exposure to STEM fields and activities
B.4 Cultural Understanding	B.4.1 Provide ongoing training in supporting the needs of English learner, foster and homeless youth
	B.4.2 Provide ongoing diversity inclusivity and acceptance training for students and staff
	B.4.3 Administer Parent Surveys as part of the First 5 Early Learning Plan (Parent Engagement for Latino Families and Parent Assessment of Protective Factors)
B.5 Adaptive Learning Spaces	B.5.1 Continue to support makerspaces and school gardens and utilize them to explore STEM careers
	B.5.2 Utilize outdoor spaces as flexible learning environments
	B.5.3 Consider utilizing Distance and Blended learning model opportunities beyond the pandemic



Strategic Plan Targets 2022-2023



Professional Development and Wellness

Targets	Actions
C.1 Professional Learning Communities	C.1.1 Provide time for staff to collaborate in PLC meetings focusing on data analysis, intervention strategies, and the implementation of Tier 1 instruction using adopted standard-based curriculum
	C.1.2 Use digital collaboration tools for teacher collaboration (i.e. Google Suite). Explore the use of the Canvas platform to assist with college readiness
C.2 Effective Professional Development <ul style="list-style-type: none"> ● Cutting-Edge presenters ● Flexible times ● Coaching ● Choice 	C.2.1 Provide professional development on classroom discipline strategies
	C.2.2 Provide training in lesson design strategies that integrate technology and ensures all students access to the core curriculum, including the embedded digital tools available in curriculum adoptions
	C.2.3 Provide professional development in the implementation of the California State Standards
	C.2.4 Provide professional development and support to new teachers
C.3 Staff Wellness	C.3.1 Provide training and opportunities for staff to access supports provided through our district benefits programs. Create user-friendly district benefits page on website
	C.3.2 Conduct surveys among staff to determine areas of interest for staff, as well as areas where staff needs support
	C.3.3 Develop opportunities for staff to work together to promote physical and mental wellness
	C.3.4 Provide on-demand information to staff on health and welfare benefits through the district website



Strategic Plan Targets 2022-2023



Whole Child Approach

Target	Actions
D.1 Social Emotional Learning	D.1.1 Provide intentional SEL/trust building opportunities for junior high students
	D.1.2 As part of social-emotional wellness education, integrate strategies for students to be self-aware, empathetic toward others, and learn techniques to calm and focus mind (utilize the SEE learning Program)
	D.1.3 Providing students with SEL lessons weekly
D.2 Positive Behavior Intervention and Supports (PBIS)	D.2.1 Explore alternatives to suspension from school, i.e. Restorative Practices utilizing community agencies for support; CADA, FBSMV, etc.
D.3 School Safety	D. 3.1 Complete Site Safety & Security Facility Projects district-wide
	D. 3.2 Conduct training in the use of the Crisis-Go program and develop active shooter and intruder protocols
	D.3.3 Conduct district-wide disaster response drill
D.4 Family Support	D.4.1 Parent Education on relevant topics
	D.4.2 Identify an organization or provide information to Orcutt area families to use to access local support and essential resources
	D.4.3 Child Nutrition expanding to provide food to families (breakfast, lunch, and dinner)



Strategic Plan Targets 2022-2023 Resources



Targets	Actions
E.1 Finances	E. 1.1 Pursue ways of expanding financial resources
	E. 1.2 Work to maximize Average Daily Attendance
	E. 1.3 Create new programs and enhance existing programs that support alternative options for enrollment
	E. 1.4 Work with an Energy consulting firm to pursue savings
E.2 Infrastructure	E. 2.1 Investment of Measure G Funds into our facilities in alignment with the Master Facility Plan
	E. 2.2 Move forward with the executed ground lease for Key Site 17 to fund district deferred maintenance projects
E.3 Human Resources	E. 3.1 Improve and refine recruitment and retention processes for new staff
	E. 3.2 Provide high quality training, onboarding, and support for newly hired certificated and classified employees
	E. 3.3 Provide and expand awards and recognition of staff
E.4 Community	E.4.1 Offer events and forums to invite community members into our schools, allowing for an appreciation of our school programs to promote partnerships with local businesses
E.5 Facilities and Grounds	E. 5.1 Explore ways to address classroom and other program facility needs
	E. 5.2 Setting a goal of 100 % parent use of the Parent Communication App - ParentSquare
	E. 5.3 Develop an ongoing Deferred Maintenance plan



ORCUTT UNION SCHOOL DISTRICT

REQUEST FOR ACCEPTANCE OF GIFT

SCHOOL: Olga Reed School

Date: 3/18/22

DONOR: Name: Santa Ynez Valley Foundation

Address: 485 Alisal Road, Suite 272, Solvang, CA 93463

Phone No. 805-688-2991

GIFT: Item Donated _____ or Cash Donation \$560.00

(Fill in if money is donated)

Designated for: School gardening and Cinco del Mayo programs

General Description: _____

Model No.: _____ Condition: New Used

Value (estimated): _____

Purpose of Gift: To support the school garden and Cinco Del Mayo programs.

Will gift be purchased through Business Services Office? Yes No

Donor Conditions of Acceptance: The Santa Ynez Valley Foundation Board decided allocation of the gift is to be at the discretion of the parent group, but channeled through the school district's office so the administration is aware of the resorces being made available.

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

A. Will gift require installation? Yes No

B. What type of installation is required? _____

C. Will donor pay installation costs? Yes No

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

Acceptance Requested By (OUSD Staff Member): Kathleen Stevenson

Acceptance Approved By (Administrator): 

RECOMMENDATIONS: Principal or District Representative _____

BOARD ACTION: Date Accepted: _____

Date Denied: _____

Please submit request to the Superintendent's Office.

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



SUPERINTENDENT'S MEMORANDUM

TO: Board of Trustees

FROM: Holly Edds, Ed.D.
Superintendent

BOARD MEETING DATE: April 13, 2022

BOARD AGENDA ITEM: Board Bylaw 9322 Agenda/Meeting Materials

BACKGROUND: Board Bylaw 9322 was updated to reflect new law, SB272, 2021, which requires districts with a website to email a copy of, or a website link to the agenda, or a copy of all the documents constituting that agenda packet, if a person request such items be delivered by email, unless it is technologically infeasible to do so. BB 9322 was also updated to include a focus on student well-being in the philosophical statement, and add a provision for each agenda to include a statement regarding the option for students and parents/guardians to request that directory information or personal information of the student of parent/guardian be excluded from the meeting minutes as required by law.

RECOMMENDATION: Staff recommends that the Board of Trustees approve the revised Board Bylaw 9322 Agenda/Meeting Materials, for the first reading and that it be placed on the next Consent Agenda for the second reading.

FUNDING: N/A

AGENDA/MEETING MATERIALS

Agenda Content

Governing Board meeting agendas shall reflect the district's vision and goals and the Board's focus on student learning **and well-being**.

~~(cf. 0000—Vision)~~

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

Each agenda shall state the meeting time and place and shall briefly describe each ~~business~~ item to be transacted or discussed, including items to be discussed in closed session. (Government Code 54954.2)

~~(cf. 9320—Meetings and Notices)~~

~~(cf. 9321—Closed Session Purposes and Agendas)~~

The agenda shall provide members of the public the opportunity to address the Board on any agenda item before or during the Board's consideration of the item. However, the agenda need not provide an opportunity for public comment when the agenda item has previously been considered at an open meeting ~~of the~~ **by a committee comprised exclusively of Board members, provided that members of the public were afforded an opportunity to comment on the item before or during the committee's consideration of the items** ~~at the meeting~~ and that the item has not been substantially changed since the committee considered it. ~~testify at regular meetings on matters which are not on the agenda but which are within the subject matter jurisdiction of the Board.~~ (Education Code 35145.5; Government Code 54954.3)

The agenda for a regular Board meeting shall also provide members of the public an opportunity to provide comment on matters which are not on the agenda but which are within the subject matter jurisdiction of the Board. (Education Code 35145.5; Government Code 54954.3)

~~(cf. 9323—Meeting Conduct)~~

Each agenda for a regular meeting shall list the address designated by the Superintendent or designee for public inspection of documents related to an open session item that have been distributed to the Board less than 72 hours before the meeting. (Government Code 54957.5)

The agenda shall include information regarding how, when and to whom a request should be made if an individual who requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting. (Government Code 54954.2)

Each agenda shall include a statement regarding the option for students and parents/guardians to request that directory information or personal information of the student or parent/guardian, as defined in Education Code 49061 and/or 49073.2, be excluded from the minutes. The agenda shall also state that the request must be made in writing to the secretary or clerk of the Board.

Agenda Preparation

The Board president and the Superintendent, as secretary to the Board, shall work together to develop the agenda for each regular and special meeting. ~~Each agenda shall reflect the district's~~

AGENDA/MEETING MATERIALS

~~vision and goals and the Board's focus on student learning.~~

~~(cf. 9121—President)~~

~~(cf. 9122—Secretary)~~

Any Board member or member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request shall be in writing and be submitted to the Superintendent or designee with supporting documents and information, if any, at least one week before the scheduled meeting date. Items submitted less than a week before the scheduled meeting date may be postponed to a later meeting in order to allow sufficient time for consideration and research of the issue.

The Board president and Superintendent shall decide whether a request from a member of the public is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, before placing the item on the agenda, the Board president and Superintendent shall determine if the item is merely a request for information, **and if so, respond accordingly.** ~~or whether the issue is covered by an existing policy or administrative regulation.~~

If the Board president and Superintendent deny a request from a Board member to place an item on the agenda, the Board member may request the Board to take action to determine whether the item shall be placed on the agenda.

The Board president and Superintendent shall also decide whether an agenda item is appropriate for discussion in open or closed session, and whether the item should be an action item subject to Board vote or an information item that does not require immediate action.

~~The Board president and Superintendent shall decide whether an agenda item is appropriate for discussion in open or closed session, and whether the item should be an action item subject to Board vote, or an information item that does not require immediate action.~~

In order to promote efficient meetings, the Board may bundle a number of items and act upon them together by a single vote through the use of a consent agenda. Consent items shall be items of a routine nature and items for which Board discussion is not anticipated and for which the Superintendent recommends approval. When any Board member requests the removal of an item from the consent agenda, the item shall be removed and given individual consideration for action as a regular agenda item.

The agenda shall provide an opportunity for members of the public to comment on any consent agenda item that has not been previously considered. (Government Code 54954.3)

Any Board action that involves borrowing \$100,000 or more shall be discussed, considered, and deliberated upon as a separate item of business on the meeting agenda. (Government Code 53635.7)

~~(cf. 9323.2—Actions by the Board)~~

All public communications with the Board are subject to requirements of relevant Board policies and administrative regulations.

Agenda Content

Agenda Dissemination to Board Members

At least 72 hours before each regular meeting, each Board member shall be provided a copy of the agenda and agenda packet, including the Superintendent or designee's report; minutes to be approved; copies of communications; reports from committees, staff, and others; and other available supporting documents pertinent to the meeting.

When special meetings are called, Board members shall receive, at least 24 hours prior to the meeting, notice of the business to be transacted. (Government Code 54956)

Board members shall review agenda materials before each meeting. Individual members may confer directly with the Superintendent or designee to ask questions and/or request additional information on agenda items. However, a majority of Board members shall not, outside of a noticed meeting, directly or through intermediaries or electronic means discuss, deliberate, or take action on any matter within the subject matter jurisdiction of the Board.

~~Board Bylaw~~

~~All public communications with the Board are subject to requirements of relevant Board policies and administrative regulations.~~

- ~~(cf. 1312.1 – Complaints Concerning District Employees)~~
- ~~(cf. 1312.2 – Complaints Concerning Instructional Materials)~~
- ~~(cf. 1312.3 – Uniform Complaint Procedures)~~
- ~~(cf. 1312.4 – Williams Uniform Complaint Procedures)~~
- ~~(cf. 3320 – Claims and Actions Against the District)~~
- ~~(cf. 5144.1 – Suspension and Expulsion/Due Process)~~

~~Agenda Dissemination to Board Members~~

~~At least 72 hours before each regular meeting, each Board member shall be provided a copy of the agenda and agenda packet, including the Superintendent or designee's report; minutes to be approved; copies of communications; reports from committees, staff, and others; and other available documents pertinent to the meeting.~~

~~When special meetings are called, the Superintendent or designee shall receive, at least 24 hours prior to the meeting, notice of the business to be transacted (Government Code 54956).~~

~~Board members shall review agenda materials before each meeting. Individual members may confer directly with the Superintendent or designee to ask questions and/or to request additional information on agenda items. However, a majority of Board members shall not, outside of a noticed meeting, directly or through intermediaries or electronic means discuss, deliberate, or take action on any matter within the subject matter jurisdiction of the Board.~~

- ~~(cf. 9012 – Board Member Electronic Communications)~~

Any agenda and related materials distributed to the Board shall be made available to the public

upon request without delay. Only those documents which are disclosable public records under the Public Records Act and which relate to an agenda item scheduled for the open session portion of a regular meeting shall be made available to the public. (Government Code 54957.5)

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public. (Government Code 54954.2)

In addition, the Superintendent or designee shall post the agenda on the homepage of the district web site. The posted agenda shall be accessible through a prominent direct link to the current agenda or to the district's agenda management platform in accordance with Government Code 54954.2. When the district utilizes an integrated agenda management platform, the link to that platform shall take the user directly to the web site with the district's agendas, and the current agenda shall be the first available. (Government Code 54954.2)

~~(cf. 1113—District and School Web Sites)~~

~~(cf. 1340—Access to District Records)~~

If a document which relates to an open session of a regular Board meeting is distributed to the Board less than 72 hours prior to a meeting, the Superintendent or designee shall make the document available for public inspection at a designated location at the same time the document is distributed to all or a majority of the board. (Government Code 54957.5)

The Superintendent or designee shall mail a copy of the agenda or a copy of all the documents constituting the agenda packet to any person who requests the items. The materials shall be mailed at the time the agenda is posted or upon distribution of the agenda to a majority of the Board, whichever occurs first. (Government Code 54954.1)

Any request for mailed copies of agendas or agenda packets shall be in writing and shall be valid for the calendar year in which it is filed. Written requests must be renewed following January 1 of each year. (Government Code 54954.1)

Persons requesting mailing of the agenda or agenda packet shall pay an annual fee, as determined by the Superintendent or designee, not to exceed the cost of providing the service.

Any documents prepared by the district or the Board and distributed during a public meeting shall be made available for public inspection at the meeting. Any documents prepared by another person shall be made available for public inspection after the meeting. These requirements shall not apply to a document that is exempt from public disclosure under the Public Records Act. (Government Code 54957.5)

Upon request, the Superintendent or designee shall make the agenda, agenda packet, and/or any writings distributed at the meeting available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act. (Government Code 54954.1)

Legal Reference:

~~EDUCATION CODE~~

~~35144 Special meetings~~

~~35145 Public meetings~~

~~35145.5 Right of public to place matters on agenda~~

~~GOVERNMENT CODE~~

~~6250-6270 Public Records Act~~

~~53635.7 Separate item of business~~

~~54954.1 Mailed agenda of meeting~~

~~54954.2 Agenda posting requirements; board actions~~

~~54954.3 Opportunity for public to address legislative body~~

~~54954.5 Closed session item descriptions~~
~~54956.5 Emergency meetings~~
~~54957.5 Public records~~
~~54960.2 Challenging board actions; cease and desist~~
~~UNITED STATES CODE, TITLE 42~~
~~12101-12213 Americans with Disabilities Act~~
~~CODE OF FEDERAL REGULATIONS, TITLE 28~~
~~35.160 Effective communications~~
~~36.303 Auxiliary aids and services~~
~~COURT DECISIONS~~
~~Mooney v. Garcia, (2012) 207 Cal. App. 4th 229~~
~~Caldwell v. Roseville Joint Union HSD, 2007 U.S. Dist. LEXIS 66318~~
~~Management Resources:~~
~~CSBA PUBLICATIONS~~
~~Call to Order: A Blueprint for Great Board Meetings, 2010~~
~~The Brown Act: School Boards and Open Meeting Laws, rev. 2009~~
~~ATTORNEY GENERAL PUBLICATIONS~~
~~The Brown Act: Open Meetings for Legislative Bodies, California Attorney General's Office, rev. 2003~~
~~WEB SITES~~
~~CSBA, Agenda Online: <http://www.csba.org>~~
~~California Attorney General's Office: <http://www.oag.ca.gov>~~

State

Ed. Code 35144: Special meeting
Ed. Code 35145: Public meetings
Ed. Code 35145.5: Agenda; public participation; regulations
Ed. Code 49061: Student records; definitions
Ed. Code 49073.2: Privacy of student and parent/guardian personal information
Gov. Code 53635.7: Separate item of business for borrowing of \$100,000 or more
Gov. Code 54954.1: Request for copy of agenda or agenda packet by member of public
Gov. Code 54954.2: Agenda posting requirements, board actions
Gov. Code 54954.3: Opportunity for public to address legislative body
Gov. Code 54954.5: Closed session item descriptions
Gov. Code 54956.5: Emergency meetings
Gov. Code 54957.5: Public records
Gov. Code 54960.2: Challenging board actions; cease and desist
Gov. Code 6250-6270: California Public Records Act
Gov. Code 95000-95004: California Early Intervention Services Act

Federal

28 CFR 35.160: Effective communications
28 CFR 36.303: Auxiliary aids and services
42 USC 12101-12213: Equal opportunity for individuals with disabilities
Management Resources
Attorney General Opinion: 99 Ops. Cal. Atty. Gen. 11 (2016)
Attorney General Opinion: 78 Ops. Cal. Atty. Gen. 327 (1995)
Attorney General Publication: The Brown Act: Open Meetings for Legislative Bodies, rev. 2003
Court Decision: Caldwell v. Roseville Joint Union High School District, (2007) U.S. Dist. LEXIS 66318
Court Decision: Mooney v. Garcia, (2012) 207 Cal. App. 4th 229
CSBA Publication: Call to Order: A Blueprint for Great Board Meetings, 2018

CSBA Publication: The Brown Act: School Boards and Open Meeting Laws, rev. 2019

Website: California Attorney General's Office

Website: CSBA

Bylaw Adopted: ~~04/10/19~~ 5/11/22

ORCUTT UNION SCHOOL DISTRICT
Orcutt, California



BUSINESS SERVICES MEMORANDUM

TO: Board of Trustees
Holly Edds, Ed.D.

FROM: Sandra Knight
Director, Fiscal Services

BOARD MEETING DATE: April 13, 2022

BOARD AGENDA ITEM: AB1200 Public Disclosure of proposed Collective Bargaining Agreement – Orcutt Educators Association, California School Employees Association and Certificated, Classified/Confidential Management, as well as contracted employees, not including the Superintendent.

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

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

RECOMMENDATION: Staff recommends that the Board of Trustees approve the attached AB 1200 Disclosure as submitted.

FUNDING: As presented in the attached AB 1200 Disclosure.

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

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

The proposed agreement covers the period beginning: July 1, 2021 and ending: June 30, 2022
 (date) (date)

The Governing Board will act upon this agreement on: April 13, 2022
 (date)

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

A. Proposed Change in Compensation

Bargaining Unit Compensation All Funds - Combined	Annual Cost Prior to Proposed Settlement	Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for multiyear and overlapping agreements only)		
		Year 1 Increase/(Decrease)	Year 2 Increase/(Decrease)	Year 3 Increase/(Decrease)
		2021-22	2022-23	2023-24
1. Salary Schedule Including Step and Column	\$ 29,387,594	\$ 1,175,504		
		4.00%	0.00%	0.00%
2. Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.		\$ 1,154,400	\$ 358,500	
Description of Other Compensation				
3. Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 6,351,379	\$ 224,651	\$ 6,073	
		3.54%	0.09%	0.00%
4. Health/Welfare Plans	\$ 4,465,686			
		0.00%	0.00%	0.00%
5. Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5	\$ 40,204,659	\$ 2,554,555	\$ 364,573	\$ -
		6.35%	0.85%	0.00%
6. Total Number of Bargaining Unit Employees (Use FTEs if appropriate)	440.76			
7. Total Compensation Average Cost per Bargaining Unit Employee	\$ 91,217	\$ 5,796	\$ 827	\$ -
		6.35%	0.85%	0.00%

Orcutt Union School District
Orcutt Educators' Association and CSEA

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

4% on Schedule raise for all units and \$1000/FTE for all units. Extra hours for teachers increased from \$40/hour to \$45/hour. Certificated retirement incentive of \$30,000/FTE. We had 20.5 FTE who chose to take the incentive.

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

The following classified positions were moved one range: child care assist, child nutrition cashier, child nutrition worker, child care coordinator and office managers. Longevity was increased for classified staff. Longevity was adjusted for management to make them eligible for longevity after 10 years, in line with the classified staff. Previously management was eligible after 17 years.

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

Due to a shortage of substitutes and the benefit to students of having their regular teacher in the classroom during this year of COVID, we are giving teachers the option of receiving compensation for the 6 planning days that some of our teachers normally receive. This has been extended through an MOU to cover the 2022-23 year.

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

Yes No

If yes, please describe the cap amount.

\$18,865 for a family.

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

Changes to teacher prep/planning time, as mentioned above.

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

We believe there will be a positive impact on instructional programs as some teachers will be spending 6 additional days in their classrooms teaching students. Teachers have the option of receiving compensation or taking the planning days. This MOU will be paid for out of COVID relief funds.

Orcutt Union School District
Orcutt Educators' Association and CSEA

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

Negotiations are closed for 21-22.

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

None.

F. Source of Funding for Proposed Agreement:

1. Current Year

Restricted COVID relief funding will be used for the 6 planning days. Unrestricted fund balance will be used for the remainder of the agreement.

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

The 4% on schedule raise in on-going. The \$1000/FTE is one time.

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

N/A

Orcutt Union School District

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

Bargaining Unit:

Orcutt Educators' Association and CSEA

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 03/09/2022)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue 8010-8099	\$ 38,818,043		\$ -	\$ 38,818,043
Federal Revenue 8100-8299	\$ -		\$ -	\$ -
Other State Revenue 8300-8599	\$ 764,607		\$ -	\$ 764,607
Other Local Revenue 8600-8799	\$ 2,291,690		\$ -	\$ 2,291,690
TOTAL REVENUES	\$ 41,874,340		\$ -	\$ 41,874,340
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 16,133,170	\$ 1,157,178		\$ 17,290,348
Classified Salaries 2000-2999	\$ 5,015,192	\$ 385,922		\$ 5,401,114
Employee Benefits 3000-3999	\$ 8,605,548	\$ 228,196		\$ 8,833,744
Books and Supplies 4000-4999	\$ 2,723,685		\$ -	\$ 2,723,685
Services, Other Operating Expenses 5000-5999	\$ 1,419,928		\$ -	\$ 1,419,928
Capital Outlay 6000-6999	\$ 584,598		\$ -	\$ 584,598
Other Outgo 7100-7299 7400-7499			\$ -	\$ -
Indirect/Direct Support Costs 7300-7399	\$ (221,722)		\$ -	\$ (221,722)
TOTAL EXPENDITURES	\$ 34,260,400	\$ 1,771,296	\$ -	\$ 36,031,696
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979		\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 1,000,000	\$ -	\$ -	\$ 1,000,000
Contributions 8980-8999	\$ (5,950,877)	\$ -	\$ -	\$ (5,950,877)
OPERATING SURPLUS (DEFICIT)*	\$ 663,063	\$ (1,771,296)	\$ -	\$ (1,108,233)
BEGINNING FUND BALANCE				
9791	\$ 14,098,045			\$ 14,098,045
Prior-Year Adjustments/Restatements 9793/9795				\$ -
ENDING FUND BALANCE	\$ 14,761,108	\$ (1,771,296)	\$ -	\$ 12,989,812
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ 46,959	\$ -	\$ -	\$ 46,959
Restricted Amounts 9740				
Committed Amounts 9750-9760	\$ 11,576,615	\$ (1,836,296)	\$ -	\$ 9,740,319
Assigned Amounts 9780	\$ 1,532,534	\$ -	\$ -	\$ 1,532,534
Reserve for Economic Uncertainties 9789	\$ 1,605,000	\$ 65,000	\$ -	\$ 1,670,000
Unassigned/Unappropriated Amount 9790	\$ 0	\$ -	\$ -	\$ 0

*Net Increase (Decrease) in Fund Balance

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

Orcutt Union School District

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

Bargaining Unit:

Orcutt Educators' Association and CSEA

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 03/09/2022)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue 8010-8099	\$ 1,290,435		\$ -	\$ 1,290,435
Federal Revenue 8100-8299	\$ 3,597,220		\$ -	\$ 3,597,220
Other State Revenue 8300-8599	\$ 6,402,733		\$ -	\$ 6,402,733
Other Local Revenue 8600-8799	\$ 2,851,548		\$ -	\$ 2,851,548
TOTAL REVENUES	\$ 14,141,936		\$ -	\$ 14,141,936
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 4,595,168	\$ 211,070	\$ -	\$ 4,806,238
Classified Salaries 2000-2999	\$ 2,555,395	\$ 130,110	\$ -	\$ 2,685,505
Employee Benefits 3000-3999	\$ 4,535,678	\$ 58,401	\$ -	\$ 4,594,079
Books and Supplies 4000-4999	\$ 802,104		\$ -	\$ 802,104
Services, Other Operating Expenses 5000-5999	\$ 2,775,165		\$ -	\$ 2,775,165
Capital Outlay 6000-6999	\$ 105,636		\$ -	\$ 105,636
Other Outgo 7100-7299 7400-7499	\$ 2,111,697		\$ -	\$ 2,111,697
Indirect/Direct Support Costs 7300-7399	\$ 146,712		\$ -	\$ 146,712
TOTAL EXPENDITURES	\$ 17,627,554	\$ 399,581	\$ -	\$ 18,027,135
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 573,817	\$ -	\$ -	\$ 573,817
Contributions 8980-8999	\$ 5,950,877	\$ -	\$ -	\$ 5,950,877
OPERATING SURPLUS (DEFICIT)*	\$ 1,891,442	\$ (399,581)	\$ -	\$ 1,491,861
BEGINNING FUND BALANCE				
9791	\$ 1,636,689			\$ 1,636,689
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 3,528,131	\$ (399,581)	\$ -	\$ 3,128,550
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts 9740	\$ 3,528,131	\$ (399,581)	\$ -	\$ 3,128,550
Committed Amounts 9750-9760				
Assigned Amounts 9780				
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ (0)	\$ -	\$ -	\$ (0)

*Net Increase (Decrease) in Fund Balance

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

Orcutt Union School District

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

Bargaining Unit:

Orcutt Educators' Association and CSEA

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 03/09/2022)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue 8010-8099	\$ 40,108,478		\$ -	\$ 40,108,478
Federal Revenue 8100-8299	\$ 3,597,220		\$ -	\$ 3,597,220
Other State Revenue 8300-8599	\$ 7,167,340		\$ -	\$ 7,167,340
Other Local Revenue 8600-8799	\$ 5,143,238		\$ -	\$ 5,143,238
TOTAL REVENUES	\$ 56,016,276		\$ -	\$ 56,016,276
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 20,728,338	\$ 1,368,248	\$ -	\$ 22,096,586
Classified Salaries 2000-2999	\$ 7,570,587	\$ 516,032	\$ -	\$ 8,086,619
Employee Benefits 3000-3999	\$ 13,141,226	\$ 286,597	\$ -	\$ 13,427,823
Books and Supplies 4000-4999	\$ 3,525,789		\$ -	\$ 3,525,789
Services, Other Operating Expenses 5000-5999	\$ 4,195,093		\$ -	\$ 4,195,093
Capital Outlay 6000-6999	\$ 690,234		\$ -	\$ 690,234
Other Outgo 7100-7299 7400-7499	\$ 2,111,697		\$ -	\$ 2,111,697
Indirect/Direct Support Costs 7300-7399	\$ (75,010)		\$ -	\$ (75,010)
TOTAL EXPENDITURES	\$ 51,887,954	\$ 2,170,877	\$ -	\$ 54,058,831
OTHER FINANCING SOURCES/USES				
Transfer In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 1,573,817	\$ -	\$ -	\$ 1,573,817
Contributions 8980-8999	\$ 0	\$ -	\$ -	\$ 0
OPERATING SURPLUS (DEFICIT)*	\$ 2,554,505	\$ (2,170,877)	\$ -	\$ 383,628
BEGINNING FUND BALANCE				
9791	\$ 15,734,734			\$ 15,734,734
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 18,289,239	\$ (2,170,877)	\$ -	\$ 16,118,362
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ 46,959	\$ -	\$ -	\$ 46,959
Restricted Amounts 9740	\$ 3,528,131	\$ (399,581)	\$ -	\$ 3,128,550
Committed Amounts 9750-9760	\$ 11,576,615	\$ (1,836,296)	\$ -	\$ 9,740,319
Assigned Amounts 9780	\$ 1,532,534	\$ -	\$ -	\$ 1,532,534
Reserve for Economic Uncertainties 9789	\$ 1,605,000	\$ 65,000	\$ -	\$ 1,670,000
Unassigned/Unappropriated Amount 9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

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

Orcutt Union School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Fund 11 - Adult Education Fund**

Bargaining Unit:

Orcutt Educators' Association and CSEA

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

*Net Increase (Decrease) in Fund Balance

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

Orcutt Union School District

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

Bargaining Unit:

Orcutt Educators' Association and CSEA

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement (As of 03/09/2022)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
Federal Revenue 8100-8299	\$ -		\$ -	\$ -
Other State Revenue 8300-8599	\$ 284,146		\$ -	\$ 284,146
Other Local Revenue 8600-8799	\$ 13,105		\$ -	\$ 13,105
TOTAL REVENUES	\$ 297,251		\$ -	\$ 297,251
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 3,741	\$ 175	\$ -	\$ 3,916
Classified Salaries 2000-2999	\$ 147,195	\$ 12,854	\$ -	\$ 160,049
Employee Benefits 3000-3999	\$ 63,757	\$ 3,182	\$ (15,910)	\$ 51,029
Books and Supplies 4000-4999	\$ 80,773		\$ -	\$ 80,773
Services, Other Operating Expenses 5000-5999	\$ 3,015		\$ -	\$ 3,015
Capital Outlay 6000-6999	\$ -		\$ -	\$ -
Other Outgo 7100-7299	\$ 12,000		\$ -	\$ 12,000
7400-7499				
Indirect/Direct Support Costs 7300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES	\$ 310,481	\$ 16,211	\$ (15,910)	\$ 310,782
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (13,230)	\$ (16,211)	\$ 15,910	\$ (13,531)
BEGINNING FUND BALANCE 9791	\$ 13,531			\$ 13,531
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 301	\$ (16,211)	\$ 15,910	\$ 0
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts 9740	\$ -	\$ -	\$ -	\$ -
Committed Amounts 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ 301	\$ (16,211)	\$ 15,910	\$ 0

*Net Increase (Decrease) in Fund Balance

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

Orcutt Union School District

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

Bargaining Unit:

Orcutt Educators' Association and CSEA

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 03/09/2022)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue 8010-8099	\$ -		\$ -	\$ -
Federal Revenue 8100-8299	\$ 2,085,678		\$ -	\$ 2,085,678
Other State Revenue 8300-8599	\$ 350,000		\$ -	\$ 350,000
Other Local Revenue 8600-8799	\$ 17,000		\$ -	\$ 17,000
TOTAL REVENUES	\$ 2,452,678		\$ -	\$ 2,452,678
EXPENDITURES				
Certificated Salaries 1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries 2000-2999	\$ 722,509	\$ 59,218	\$ -	\$ 781,727
Employee Benefits 3000-3999	\$ 273,696	\$ 14,133	\$ -	\$ 287,829
Books and Supplies 4000-4999	\$ 894,997		\$ -	\$ 894,997
Services, Other Operating Expenses 5000-5999	\$ 79,789		\$ -	\$ 79,789
Capital Outlay 6000-6999	\$ 80,000		\$ -	\$ 80,000
Other Outgo 7100-7299 7400-7499	\$ -		\$ -	\$ -
Indirect/Direct Support Costs 7300-7399	\$ 63,000		\$ -	\$ 63,000
TOTAL EXPENDITURES	\$ 2,113,992	\$ 73,351	\$ -	\$ 2,187,343
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ 338,687	\$ (73,351)	\$ -	\$ 265,336
BEGINNING FUND BALANCE				
9791	\$ 1,906,857			\$ 1,906,857
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 2,245,543	\$ (73,351)	\$ -	\$ 2,172,192
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts 9740	\$ 2,245,543	\$ (73,351)	\$ -	\$ 2,172,192
Committed Amounts 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ 0	\$ -	\$ -	\$ 0

*Net Increase (Decrease) in Fund Balance

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

Orcutt Union School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGETEnter Fund: **Fund 09 - Charter**Bargaining Unit: **Orcutt Educators' Association and CSEA**

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 03/09/2022)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
Federal Revenue 8100-8299	\$ 32,241		\$ -	\$ 32,241
Other State Revenue 8300-8599	\$ 8,297,800		\$ -	\$ 8,297,800
Other Local Revenues 8600-8799	\$ 225,846		\$ -	\$ 225,846
TOTAL REVENUES	\$ 8,555,888		\$ -	\$ 8,555,888
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 3,301,921	\$ 203,734	\$ -	\$ 3,505,655
Classified Salaries 2000-2999	\$ 531,947	\$ 47,034	\$ -	\$ 578,981
Employee Benefits 3000-3999	\$ 1,743,810	\$ 43,348	\$ -	\$ 1,787,158
Books and Supplies 4000-4999	\$ 496,419		\$ -	\$ 496,419
Services, Other Operating Expenses 5000-5999	\$ 2,289,236		\$ -	\$ 2,289,236
Capital Outlay 6000-6999	\$ -		\$ -	\$ -
Other Outgo 7100-7299 7400-7499	\$ -		\$ -	\$ -
Indirect/Direct Support Costs 7300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES	\$ 8,363,332	\$ 294,116	\$ -	\$ 8,657,448
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ 192,556	\$ (294,116)	\$ -	\$ (101,560)
BEGINNING FUND BALANCE 9791	\$ 2,433,680			\$ 2,433,680
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 2,626,236	\$ (294,116)	\$ -	\$ 2,332,120
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts 9740	\$ 482,125		\$ -	\$ 482,125
Committed Amounts 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ 2,144,111	\$ (294,116)	\$ -	\$ 1,849,995
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

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

Orcutt Union School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund:

Bargaining Unit:

Orcutt Educators' Association and CSEA

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement (As of 03/09/2022)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
Federal Revenue 8100-8299	\$ -		\$ -	\$ -
Other State Revenue 8300-8599	\$ -		\$ -	\$ -
Other Local Revenue 8600-8799	\$ -		\$ -	\$ -
TOTAL REVENUES	\$ -		\$ -	\$ -
EXPENDITURES				
Certificated Salaries 1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries 2000-2999	\$ -	\$ -	\$ -	\$ -
Employee Benefits 3000-3999	\$ -	\$ -	\$ -	\$ -
Books and Supplies 4000-4999	\$ -		\$ -	\$ -
Services, Other Operating Expenses 5000-5999	\$ -		\$ -	\$ -
Capital Outlay 6000-6999	\$ -		\$ -	\$ -
Other Outgo 7100-7299 7400-7499	\$ -		\$ -	\$ -
Indirect/Direct Support Costs 7300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ -	\$ -	\$ -	\$ -
BEGINNING FUND BALANCE				
9791	\$ -			\$ -
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ -
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts 9740	\$ -	\$ -	\$ -	\$ -
Committed Amounts 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

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

Orcutt Union School District
Orcutt Educators' Association and CSEA

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

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

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

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

Page 4e: Fund 12 - Child Development Fund	Amount		Explanation
Revenues	\$	-	N/A
Expenditures	\$	(15,910)	Decrease books & supplies expenditures to cover raise.
Other Financing Sources/Uses	\$	-	

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

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

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

Additional Comments:

Orcutt Union School District

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

Bargaining Unit:

Orcutt Educators' Association and CSEA

Object Code	2021-22	2022-23	2023-24
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 38,818,043	\$ 36,357,664	\$ 37,673,650
Federal Revenue 8100-8299	\$ -	\$ -	
Other State Revenue 8300-8599	\$ 764,607	\$ 760,281	\$ 753,916
Other Local Revenue 8600-8799	\$ 2,291,690	\$ 430,887	\$ 444,358
TOTAL REVENUES	\$ 41,874,340	\$ 37,548,832	\$ 38,871,924
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 17,290,348	\$ 16,247,107	\$ 16,739,684
Classified Salaries 2000-2999	\$ 5,401,114	\$ 4,688,538	\$ 4,665,280
Employee Benefits 3000-3999	\$ 8,833,744	\$ 9,015,440	\$ 9,319,039
Books and Supplies 4000-4999	\$ 2,723,685	\$ 1,874,189	\$ 1,928,541
Services, Other Operating Expenses 5000-5999	\$ 1,419,928	\$ 1,417,858	\$ 1,427,366
Capital Outlay 6000-6999	\$ 584,598	\$ 29,598	\$ 29,598
Other Outgo 7100-7299 7400-7499	\$ -	\$ -	\$ -
Indirect/Direct Support Costs 7300-7399	\$ (221,722)	\$ (221,722)	\$ (221,722)
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 36,031,696	\$ 33,051,009	\$ 33,887,786
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	
Transfers Out and Other Uses 7600-7699	\$ 1,000,000	\$ -	\$ -
Contributions 8980-8999	\$ (5,950,877)	\$ (6,115,707)	\$ (6,454,759)
OPERATING SURPLUS (DEFICIT)*	\$ (1,108,233)	\$ (1,617,884)	\$ (1,470,621)
BEGINNING FUND BALANCE			
9791	\$ 14,098,045	\$ 12,989,812	\$ 11,371,928
Prior-Year Adjustments/Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 12,989,812	\$ 11,371,928	\$ 9,901,307
COMPONENTS OF ENDING BALANCE:			
Nonspendable Amounts 9711-9719	\$ 46,959	\$ 46,959	\$ 46,959
Restricted Amounts 9740			
Committed Amounts 9750-9760	\$ 9,740,319	\$ 8,577,435	\$ 7,626,815
Assigned Amounts 9780	\$ 1,532,534	\$ 1,082,534	\$ 632,534
Reserve for Economic Uncertainties 9789	\$ 1,670,000	\$ 1,665,000	\$ 1,595,000
Unassigned/Unappropriated Amount 9790	\$ 0	\$ 0	\$ (0)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Orcutt Union School District

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

Bargaining Unit:

Orcutt Educators' Association and CSEA

Object Code	2021-22	2022-23	2023-24
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 1,290,435	\$ 1,290,435	\$ 1,290,435
Federal Revenue 8100-8299	\$ 3,597,220	\$ 5,093,549	\$ 3,186,176
Other State Revenue 8300-8599	\$ 6,402,733	\$ 5,976,356	\$ 3,948,332
Other Local Revenue 8600-8799	\$ 2,851,548	\$ 3,300,962	\$ 3,272,581
TOTAL REVENUES	\$ 14,141,936	\$ 15,661,301	\$ 11,697,523
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 4,806,238	\$ 5,132,641	\$ 4,542,214
Classified Salaries 2000-2999	\$ 2,685,505	\$ 3,270,675	\$ 3,309,374
Employee Benefits 3000-3999	\$ 4,594,079	\$ 4,924,049	\$ 4,820,389
Books and Supplies 4000-4999	\$ 802,104	\$ 1,209,643	\$ 991,253
Services, Other Operating Expenses 5000-5999	\$ 2,775,165	\$ 2,753,446	\$ 2,136,230
Capital Outlay 6000-6999	\$ 105,636	\$ 1,955,636	\$ 95,596
Other Outgo 7100-7299 7400-7499	\$ 2,111,697	\$ 2,202,684	\$ 2,298,220
Indirect/Dirrect Support Costs 7300-7399	\$ 146,712	\$ 171,500	\$ 90,178
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 18,027,135	\$ 21,620,274	\$ 18,283,453
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 573,817	\$ 520,000	\$ 500,000
Contributions 8980-8999	\$ 5,950,877	\$ 6,115,707	\$ 6,454,759
OPERATING SURPLUS (DEFICIT)*	\$ 1,491,861	\$ (363,266)	\$ (631,171)
BEGINNING FUND BALANCE 9791	\$ 1,636,689	\$ 3,128,550	\$ 2,765,284
Prior-Year Adjustments/Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 3,128,550	\$ 2,765,284	\$ 2,134,113
COMPONENTS OF ENDING BALANCE:			
Nonspendable Amounts 9711-9719	\$ -	\$ -	\$ -
Restricted Amounts 9740	\$ 3,128,550	\$ 2,765,284	\$ 2,134,113
Committed Amounts 9750-9760			
Assigned Amounts 9780			
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ (0)	\$ 0	\$ 0

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Orcutt Union School District

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

Bargaining Unit:

Orcutt Educators' Association and CSEA

Object Code	2021-22	2022-23	2023-24
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 40,108,478	\$ 37,648,099	\$ 38,964,085
Federal Revenue 8100-8299	\$ 3,597,220	\$ 5,093,549	\$ 3,186,176
Other State Revenue 8300-8599	\$ 7,167,340	\$ 6,736,637	\$ 4,702,247
Other Local Revenue 8600-8799	\$ 5,143,238	\$ 3,731,848	\$ 3,716,939
TOTAL REVENUES	\$ 56,016,276	\$ 53,210,133	\$ 50,569,447
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 22,096,586	\$ 21,379,748	\$ 21,281,898
Classified Salaries 2000-2999	\$ 8,086,619	\$ 7,959,213	\$ 7,974,654
Employee Benefits 3000-3999	\$ 13,427,823	\$ 13,939,489	\$ 14,139,428
Books and Supplies 4000-4999	\$ 3,525,789	\$ 3,083,832	\$ 2,919,793
Services, Other Operating Expenses 5000-5999	\$ 4,195,093	\$ 4,171,305	\$ 3,563,596
Capital Outlay 6000-6999	\$ 690,234	\$ 1,985,234	\$ 125,194
Other Outgo 7100-7299 7400-7499	\$ 2,111,697	\$ 2,202,684	\$ 2,298,220
Indirect/Direct Support Costs 7300-7399	\$ (75,010)	\$ (50,222)	\$ (131,544)
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 54,058,831	\$ 54,671,282	\$ 52,171,239
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 1,573,817	\$ 520,000	\$ 500,000
Contributions 8980-8999	\$ 0	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ 383,628	\$ (1,981,150)	\$ (2,101,792)
BEGINNING FUND BALANCE	\$ 15,734,734	\$ 16,118,362	\$ 14,137,212
Prior-Year Adjustments/Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 16,118,362	\$ 14,137,212	\$ 12,035,421
COMPONENTS OF ENDING BALANCE:			
Nonspendable Amounts 9711-9719	\$ 46,959	\$ 46,959	\$ 46,959
Restricted Amounts 9740	\$ 3,128,550	\$ 2,765,284	\$ 2,134,113
Committed Amounts 9750-9760	\$ 9,740,319	\$ 8,577,435	\$ 7,626,815
Assigned Amounts 9780	\$ 1,532,534	\$ 1,082,534	\$ 632,534
Reserve for Economic Uncertainties 9789	\$ 1,670,000	\$ 1,665,000	\$ 1,595,000
Unassigned/Unappropriated Amount 9790	\$ -	\$ 1	\$ (0)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Orcutt Union School District
 Orcutt Educators' Association and CSEA

I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2021-22	2022-23	2023-24
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 55,632,648	\$ 55,191,282	\$ 52,671,239
b.	Less: Special Education Pass-Through Funds	\$ -	\$ -	\$ -
c.	Net Expenditures, Transfers Out, and Uses	\$ 55,632,648	\$ 55,191,282	\$ 52,671,239
d.	State Standard Minimum Reserve Percentage for this District Enter percentage →	3.00%	3.00%	3.00%
e.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, or \$50,000)	\$ 1,668,979	\$ 1,655,738	\$ 1,580,137

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

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 1,670,000	\$ 1,665,000	\$ 1,595,000
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 0	\$ 0	\$ (0)
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$ -	\$ -	\$ -
e.	Total Available Reserves	\$ 1,670,000	\$ 1,665,000	\$ 1,595,000
f.	Reserve for Economic Uncertainties Percentage	3.00%	3.02%	3.03%

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

2021-22	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2022-23	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2023-24	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

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

Orcutt Union School District
Orcutt Educators' Association and CSEA

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

Total Compensation Increase/(Decrease) on Page 1, Section A, #5	\$ 2,554,555
General Fund balance Increase/(Decrease), Page 4c, Column 2	\$ (2,170,877)
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	\$ -
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	\$ (16,211)
Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2	\$ (73,351)
Other Fund balance Increase/(Decrease), Page 4g, Column 2	\$ (294,116)
Other Fund balance Increase/(Decrease), Page 4h, Column 2	\$ -
Total all fund balances Increase/(Decrease) as a result of the settlement(s)	\$ (2,554,555)

Variance \$ -

Variance Explanation:

N/A

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

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

General Fund Combined	Surplus/ (Deficit)	(Deficit) %	Deficit primarily due to:
Current FY Surplus/(Deficit) before settlement(s)?	\$ 2,554,505	4.8%	
Current FY Surplus/(Deficit) after settlement(s)?	\$ 383,628	0.7%	
1st Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ (1,981,150)	(3.6%)	declining enrollment
2nd Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ (2,101,792)	(4.0%)	declining enrollment

Deficit Reduction Plan (as necessary):

Budget adjustments will be made as required in order to reduce or eliminate the deficit

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

7. Subsequent FY?

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

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



Orcutt Educators' Association and CSEA

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

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

(fill out columns for which there is an agreement)

	Prior Year	2021-22	2022-23	2023-24
a. LCFF Funding per ADA	9,071.00	9,489.00	9,996.00	10,325.00
b. Amount Change from Prior Year Funding per ADA		418.00	507.00	329.00
c. Percentage Change from Prior Year Funding per ADA		4.61%	5.34%	3.29%
d. Total Compensation Amount Change (from Page 1, Section A, Line 5)		2,554,555.00	364,573.00	-
e. Total Compensation Percentage Change (from Page 1, Section A, Line 5)		6.35%	0.85%	0.00%
f. Proposed agreement is within/exceeds change in LCFF Funding (f vs. e)		Exceeds	Within	-

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

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

In accordance with the requirements of Government Code Sections 3540.2 and 3547.5, the Superintendent and Chief Business Official of the Orcutt Union School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from July 1, 2021 to June 30, 2022.

Board Actions

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

Current Year

Budget Adjustment Categories:

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

	Budget Adjustment Increase/(Decrease)
\$	-
\$	2,538,645
\$	(2,538,645)

Subsequent Years

Budget Adjustment Categories:

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

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

Budget Revisions

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

Assumptions

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

Certifications

I hereby certify I am unable to certify

District Superintendent
 (Signature)

Date

I hereby certify I am unable to certify

Chief Business Official
 (Signature)

Date

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

Orcutt Union School District
Orcutt Educators' Association and CSEA

Assumptions and Explanations (enter or attach documentation)

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

See attached.

[Redacted area containing assumptions and explanations]

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

[Redacted area containing concerns regarding affordability]

L. CERTIFICATION NO. 2

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

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

Orcutt Union School District

District Name

**District Superintendent
(Signature)**

Contact Person

Date

Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on September 8, 2021, took action to approve the proposed agreement with the Orcutt Educators' Association Bargaining Unit(s).

**President (or Clerk), Governing Board
(Signature)**

Date

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

Assumptions and Explanations:

These agreements are for a 4% on schedule ongoing raise and \$1000/FTE (one time) for all units. We also re-ranged a few classified positions, increased the amount of longevity pay for classified and changed the eligibility for longevity for management. We increased the rate for hourly, extra work for our teachers from \$40/hour to \$45/hour.

We are also extending our MOU with our certificated bargaining unit for one additional year, with an expiration date of June 30, 2023 to give them the option to be paid for their 6 planning and report cards days in lieu of taking these days. The rate will be \$270/day and will be paid out of COVID funds. The reason for this is that COVID has made it even more difficult to find substitutes and due to the learning loss and behavioral issues as a result of COVID, it is even more important to have our regular teachers in their classrooms as much as possible as opposed to a substitute teacher.

Concerns regarding affordability of agreement in subsequent years:

We realize that we are deficit spending, largely due to declining enrollment. We will be spending down some of our reserve in the out years but will work to continue to right-size our district and manage the decline of students as well as the budget. It is also possible that the State will be addressing the statewide loss of ADA with a rolling average, which has not been included with these assumptions.

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

Name of School District:	Orcutt Union School District
Name of Bargaining Unit:	Orcutt Educators' Association
Certificated, Classified, Other:	Certificated

The proposed agreement covers the period beginning: July 1, 2021 and ending: June 30, 2022
 (date) (date)

The Governing Board will act upon this agreement on: April 13, 2022
 (date)

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

A. Proposed Change in Compensation

Bargaining Unit Compensation All Funds - Combined	Annual Cost Prior to Proposed Settlement	Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for multiyear and overlapping agreements only)		
		Year 1 Increase/(Decrease)	Year 2 Increase/(Decrease)	Year 3 Increase/(Decrease)
		2021-22	2022-23	2023-24
1. Salary Schedule Including Step and Column	\$ 18,282,553	\$ 731,302		
		4.00%	0.00%	0.00%
2. Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.		\$ 813,560	\$ 358,500	
Description of Other Compensation				
3. Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 3,636,300	\$ 164,865	\$ 6,073	
		4.53%	0.16%	0.00%
4. Health/Welfare Plans	\$ 2,569,632			
		0.00%	0.00%	0.00%
5. Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5	\$ 24,488,485	\$ 1,709,727	\$ 364,573	\$ -
		6.98%	1.39%	0.00%
6. Total Number of Bargaining Unit Employees (Use FTEs if appropriate)	228.20			
7. Total Compensation Average Cost per Bargaining Unit Employee	\$ 107,312	\$ 7,492	\$ 1,598	\$ -
		6.98%	1.39%	0.00%

Orcutt Union School District
Orcutt Educators' Association

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

4% on Schedule raise for all units and \$1000/FTE for all units. Extra hours for teachers increased from \$40/hour to \$45/hour. Certificated retirement incentive of \$30,000/FTE. We had 20.5 FTE who chose to take the incentive.

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

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

Due to a shortage of substitutes and the benefit to students of having their regular teacher in the classroom during this year of COVID, we are giving teachers the option of receiving compensation for the 6 planning days that some of our teachers normally receive. This has been extended through an MOU to cover the 2022-23 year.

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes No
If yes, please describe the cap amount.

\$18,865 for a family.

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

Changes to teacher prep/planning time, as mentioned above.

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

We believe there will be a positive impact on instructional programs as some teachers will be spending 6 additional days in their classrooms teaching students. Teachers have the option of receiving compensation or taking the planning days. This MOU will be paid for out of COVID relief funds.

Orcutt Union School District
Orcutt Educators' Association

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

Negotiations are closed for 21-22.

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

None.

F. Source of Funding for Proposed Agreement:

1. Current Year

Restricted COVID relief funding will be used for the 6 planning days. Unrestricted fund balance will be used for the remainder of the agreement.

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

The 4% on schedule raise in on-going. The \$1000/FTE is one time.

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

N/A

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

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

The proposed agreement covers the period beginning: **July 1, 2021** and ending: **June 30, 2022**
 (date) (date)

The Governing Board will act upon this agreement on: **April 13, 2022**
 (date)

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

A. Proposed Change in Compensation

Bargaining Unit Compensation	Annual Cost Prior to Proposed Settlement	Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for multiyear and overlapping agreements only)		
		Year 1 Increase/(Decrease)	Year 2 Increase/(Decrease)	Year 3 Increase/(Decrease)
		2021-22	2022-23	2023-24
1. Salary Schedule Including Step and Column	\$ 11,105,041	\$ 444,202		
		4.00%	0.00%	0.00%
2. Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.		\$ 340,840	\$ -	
Description of Other Compensation				
3. Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 2,715,079	\$ 59,786	\$ -	
		2.20%	0.00%	0.00%
4. Health/Welfare Plans	\$ 1,896,054			
		0.00%	0.00%	0.00%
5. Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5	\$ 15,716,174	\$ 844,828	\$ -	\$ -
		5.38%	0.00%	0.00%
6. Total Number of Bargaining Unit Employees (Use FTEs if appropriate)	212.56			
7. Total Compensation Average Cost per Bargaining Unit Employee	\$ 73,938	\$ 3,975	\$ -	\$ -
		5.38%	0.00%	0.00%

Orcutt Union School District
CSEA and Management (unrepresented)

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

4% on Schedule raise for all units and \$1000/FTE for all units.

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

The following classified positions were moved one range: child care assist, child nutrition cashier, child nutrition worker, child care coordinator and office managers. Longevity was increased for classified staff. Longevity was adjusted for management to make them eligible for longevity after 10 years, in line with the classified staff. Previously management was eligible after 17 years.

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

Changes in longevity pay for management, with management now being eligible after 10 years fo service with the district.

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes No
If yes, please describe the cap amount.

\$18,865 for a family.

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

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

Orcutt Union School District
CSEA and Management (unrepresented)

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

Negotiations are closed for 21-22.

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

None.

F. Source of Funding for Proposed Agreement:

1. Current Year

Unrestricted fund balance to be used to pay for the agreement.

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

The 4% on schedule raise in on-going. The \$1000/FTE is one time.

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

N/A



BUSINESS SERVICES MEMORANDUM

TO: Board of Trustees
Holly Edds, Ed.D.

FROM: Sandra Knight
Director, Fiscal Services

BOARD MEETING DATE: April 13, 2022

BOARD AGENDA ITEM: 2020/21 Audit Report

BACKGROUND: Education Code 41020 requires public school districts to annually conduct an audit of the district's financial records and internal operating procedures. This is accomplished through a qualified independent auditor who is responsible for completing and submitting this report to the District and the County Superintendent of Schools each year.

Notes from the Independent Auditors' Report are as follows: "In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Orcutt Union School District, as of June 30, 2021." Additionally, there were no findings but there were audit adjustments that are addressed in the management letter.

RECOMMENDATION: Staff recommends that the Board of Trustees accept the audit report ending June 30, 2021.

FUNDING: N/A



Financial Statements
June 30, 2021

Orcutt Union School District



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Independent Auditor's Report

To the Board of Directors
Orcutt Union School District
Orcutt, California

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Orcutt Union School District (the District) as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the District, as of June 30, 2021, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter – Change in Accounting Principle

As discussed in Notes 1 and 15 to the financial statements, the District has adopted the provisions of GASB Statement No. 84, Fiduciary Activities, which has resulted in a restatement of the net position and fund balance as of July 1, 2020. Our opinions are not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 4 through 11, budgetary comparison information on pages 64 and 65, schedule of changes in the District's net OPEB liability and related ratios on page 66, schedule of the District's proportionate share of the net OPEB liability – MPP program on page 67, schedule of the District's proportionate share of the net pension liability on pages 68 and 69, and schedule of District contributions on pages 70 and 71, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's financial statements. The combining non-major governmental fund financial statements, Schedule of Expenditures of Federal Awards as required by the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and other supplementary information listed in the table of contents are presented for purposes of additional analysis and are not a required part of the financial statements.

The combining non-major governmental fund financial statements, the Schedule of Expenditures of Federal Awards, and the other supplementary information listed in the table of contents are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining non-major governmental fund financial statements, the Schedule of Expenditures of Federal Awards, and the other supplementary information listed in the table of contents are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued a report dated March 29, 2022 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

A handwritten signature in cursive script that reads "Eide Bailly LLP".

Rancho Cucamonga, California
March 29, 2022



ORCUTT Union School District

Where a Dedicated Staff Means Kids Come First

BOARD OF TRUSTEES
SHAUN HENDERSON
LISA MORININI
LIZ PHILLIPS
MARK STELLER
MELANIE WAFFLE
HOLLY EDDS, Ed.D.
District Superintendent
JOE DANA
Assistant Superintendent
SUSAN SALUCCI
Assistant Superintendent

This section of Orcutt Union School District's (the District) annual financial report presents our discussion and analysis of the District's financial performance during the fiscal year that ended on June 30, 2021, with comparative information for the year ended June 30, 2020. Please read it in conjunction with the District's financial statements, which immediately follow this section.

OVERVIEW OF THE FINANCIAL STATEMENTS

The Financial Statements

The financial statements presented herein include all of the activities of the District and its component units using the integrated approach as prescribed by Governmental Accounting Standards Board (GASB) Statement No. 34.

The Government-Wide Financial Statements present the financial picture of the District from the economic resources measurement focus using the accrual basis of accounting. They present governmental activities and proprietary activities separately. These statements include all assets of the District (including capital assets), deferred outflows of resources, as well as all liabilities (including long-term liabilities) and deferred inflows of resources. Additionally, certain eliminations have occurred as prescribed by the statement in regards to interfund activity, payables, and receivables.

The *Fund Financial Statements* include statements for each of the two categories of activities: governmental and proprietary.

- The *Governmental Funds* are prepared using the current financial resources measurement focus and modified accrual basis of accounting.
- The *Proprietary Funds* are prepared using the economic resources measurement focus and the accrual basis of accounting.

Reconciliation of the Fund Financial Statements to the Government-Wide Financial Statements is provided to explain the differences created by the integrated approach.

The Primary unit of the government is the Orcutt Union School District.

REPORTING THE DISTRICT AS A WHOLE

The Statement of Net Position and the Statement of Activities

The *Statement of Net Position* and the *Statement of Activities* report information about the District as a whole and about its activities. These statements include all assets, deferred outflows of resources, liabilities, and deferred inflows of resources of the District using the accrual basis of accounting, which is similar to the accounting used by most private-sector companies. All of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These two statements report the District's net position and changes in them. Net position is the difference between assets and liabilities, which is one way to measure the District's financial health, or financial position. Over time, increases or decreases in the District's net position are one indicator of whether its financial health is improving or deteriorating. Other factors to consider are changes in the District's property tax base and the condition of the District's facilities.

The relationship between revenues and expenses is the District's operating results. Since the governing board's responsibility is to provide services to our students and not to generate profit as commercial entities do, one must consider other factors when evaluating the overall health of the District. The quality of the education and the safety of our schools will likely be an important component in this evaluation.

In the *Statement of Net Position* and the *Statement of Activities*, we separate the District activities as follows:

Governmental Activities – The District reports all of its services in this category. This includes the education of kindergarten through grade twelve students, adult education students, the operation of child development activities, and the on-going effort to improve and maintain buildings and sites. Property taxes, State income taxes, user fees, interest income, Federal, State, and local grants, as well as general obligation bonds, finance these activities.

REPORTING THE DISTRICT'S MOST SIGNIFICANT FUNDS

Fund Financial Statements

The fund financial statements provide detailed information about the most significant funds - not the District as a whole. Some funds are required to be established by State law and by bond covenants. However, management establishes many other funds to help it control and manage money for particular purposes or to show that it is meeting legal responsibilities for using certain taxes, grants, and other money that it receives from the U.S. Department of Education.

Governmental Funds - Most of the District's basic services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at year end that are available for spending. These funds are reported using an accounting method called modified accrual accounting, which measures cash and all other financial assets that can readily be converted to cash. The governmental fund statements provide a detailed short-term view of the District's general government operations and the basic services it provides. Governmental fund information helps determine whether there are more or fewer financial resources that can be spent in the near future to finance the District's programs. The differences of results in the governmental fund financial statements to those in the government-wide financial statements are explained in a reconciliation following each governmental fund financial statement.

Proprietary Funds - When the District charges users for the services it provides, whether to outside customers or to other departments within the District, these services are generally reported in proprietary funds. Proprietary funds are reported in the same way that all activities are reported in the Statement of Net Position and the Statement of Revenues, Expenses, and Changes in Fund Net Position. In fact, the District's enterprise funds are the same as the business-type activities we report in the government-wide statements, but provide more detail and additional information, such as cash flows, for proprietary funds. We use internal service funds (the other component of proprietary funds) to report activities that provide supplies and services for the District's other programs and activities, such as the District's Self-Insurance Fund. The internal service funds are reported with governmental activities in the government-wide financial statements.

THE DISTRICT AS A WHOLE

Net Position

The District's net position was \$34,173 for the fiscal year ended June 30, 2021. Of this amount, \$(28,953,662) was the unrestricted deficit. Restricted net position is reported separately to show legal constraints from debt covenants and enabling legislation that limit the governing board's ability to use the net position for day-to-day operations. Our analysis below, in summary form, focuses on the net position (Table 1) and change in net position (Table 2) of the District's governmental activities.

Table 1

	Governmental Activities	
	2021	2020 (as restated)
Assets		
Current and other assets	\$ 54,497,044	\$ 64,907,693
Capital assets	52,859,673	38,090,029
Total assets	<u>107,356,717</u>	<u>102,997,722</u>
Deferred outflows of resources	<u>11,592,911</u>	<u>12,678,195</u>
Liabilities		
Current liabilities	5,499,641	10,149,716
Long-term liabilities	<u>108,800,356</u>	<u>102,987,935</u>
Total liabilities	<u>114,299,997</u>	<u>113,137,651</u>
Deferred inflows of resources	<u>4,615,458</u>	<u>5,846,236</u>
Net Position		
Net investment in capital assets	20,801,795	14,759,987
Restricted	8,186,040	14,224,958
Unrestricted	<u>(28,953,662)</u>	<u>(32,292,915)</u>
Total net position	<u>\$ 34,173</u>	<u>\$ (3,307,970)</u>

The \$(28,953,662) in unrestricted net deficit position of governmental activities represents the accumulated results of all past years' operations.

Changes in Net Position

The results of this year's operations for the District as a whole are reported in the Statement of Activities on page 14. Table 2 takes the information from the Statement, rounds off the numbers, and rearranges them slightly so you can see our total revenues for the year.

Table 2

	Governmental Activities	
	2021	2020*
Revenues		
Program revenues		
Charges for services	\$ 808,017	\$ 970,821
Operating grants and contributions	14,172,691	8,398,619
General revenues		
Federal and State aid not restricted	29,903,594	31,131,040
Property taxes	19,491,591	19,002,851
Other general revenues	2,417,073	4,591,360
Total revenues	<u>66,792,966</u>	<u>64,094,691</u>
Expenses		
Instruction-related	44,067,206	41,654,580
Pupil services	5,959,274	5,853,854
Administration	2,781,704	2,835,906
Plant services	5,418,857	5,818,227
All other services	5,223,782	4,668,157
Total expenses	<u>63,450,823</u>	<u>60,830,724</u>
Change in net position	<u>\$ 3,342,143</u>	<u>\$ 3,263,967</u>

* The revenues and expenses for fiscal year 2020 were not restated to show the effects of GASB 84 for comparative purposes.

Governmental Activities

As reported in the *Statement of Activities* on page 14, the cost of all of our governmental activities this year was \$63,450,823. However, the amount that our taxpayers ultimately financed for these activities through local taxes was only \$19,491,591 because the cost was paid by those who benefited from the programs (\$808,017) or by other governments and organizations who subsidized certain programs with grants and contributions (\$14,172,691). We paid for the remaining “public benefit” portion of our governmental activities with \$29,903,594 in State funds and with \$2,417,073 other revenues, like interest and general entitlements.

In Table 3, we have presented the cost and net cost of each of the District’s largest functions: instruction including instruction-related activities, pupil services, administration, plant services, and all other services. As discussed above, net cost shows the financial burden that was placed on the District’s taxpayers by each of these functions. Providing this information allows our citizens to consider the cost of each function in comparison to the benefits they believe are provided by that function.

Table 3

	Total Cost of Services		Net Cost of Services	
	2021	2020*	2021	2020*
Instruction-related	\$ 44,067,206	\$ 41,654,580	\$ (34,187,987)	\$ (35,339,964)
Pupil services	5,959,274	5,853,854	(2,913,500)	(3,520,066)
Administration	2,781,704	2,835,906	(2,652,481)	(2,712,610)
Plant services	5,418,857	5,818,227	(5,233,118)	(5,798,466)
All other services	5,223,782	4,668,157	(3,483,029)	(4,090,178)
Total	\$ 63,450,823	\$ 60,830,724	\$ (48,470,115)	\$ (51,461,284)

* The total and net cost of services for fiscal year 2020 were not restated to show the effects of GASB 84 for comparative purposes.

THE DISTRICT'S FUNDS

As the District completed this year, our governmental funds reported a combined fund balance of \$49,596,928, which is a decrease of \$5,497,968 from last year (Table 4).

Table 4

Governmental Fund	Balances and Activity			
	June 30, 2020 as restated	Revenues and Other Financing Sources	Expenditures and Other Financing Uses	June 30, 2021
General	\$ 19,230,200	\$ 50,980,800	\$ 49,175,047	\$ 21,035,953
Charter Schools	1,944,017	8,897,447	8,407,784	2,433,680
Building	22,253,065	12,553,755	15,638,880	19,167,940
Non-Major Governmental Funds	11,667,614	7,024,493	11,732,752	6,959,355
Total	\$ 55,094,896	\$ 79,456,495	\$ 84,954,463	\$ 49,596,928

General Fund Budgetary Highlights

Over the course of the year, the District revised the annual operating budget several times. The major budget amendments fall into these categories:

- Revenues – restricted revenue increased significantly due to state and federal COVID relief funds.
- Expenditures – increased largely due to cost related to COVID pandemic, most significantly with the purchase of computers and connectivity for distance learning.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

At June 30, 2021, the District had \$52,859,673 in a broad range of capital assets (net decrease of depreciation), including land, construction in progress, buildings and improvements, and equipment. This amount represents a net increase (including additions, deductions, and depreciation) of \$14,769,644 or 38.78%, from last year (Table 5).

Table 5

	Governmental Activities	
	2021	2020
Land and construction in progress	\$ 6,272,001	\$ 12,154,458
Buildings and improvements	43,379,520	23,033,266
Equipment	3,208,152	2,902,305
Total	\$ 52,859,673	\$ 38,090,029

This year’s major additions included:

Construction in progress at various school sites for repair and upgrades

Long-Term Liabilities

At the end of this year, the District had \$108,800,356 in long-term liabilities outstanding versus \$102,987,935 last year, an increase of 5.64%. Long-term liabilities consisted of:

Table 6

	Governmental Activities	
	2021	2020
Long-Term Liabilities		
General obligation bonds	\$ 48,755,000	\$ 43,840,000
Unamortized premiums	2,606,828	1,892,720
Compensated absences	181,433	185,635
Net OPEB liability	3,365,018	6,329,606
Aggregate net pension liability	53,892,077	50,739,974
Total	\$ 108,800,356	\$ 102,987,935

FACTORS BEARING ON THE DISTRICT’S FUTURE

The District is continuing to experience declining enrollment which intensified over the course of the COVID pandemic. The District is also experiencing a decline in the rate of attendance of our students, which further negatively impacts our average daily attendance. We expect the rate of attendance to improve with the end of the pandemic.

The District has received a significant amount of COVID relief funding and has been thoughtfully spending the funds to address learning loss in our students, retain our staff, and to make improvements to our facilities which will continue to use our students in the years to come. We will continue to spend these funds over the course of the next few years.

While the economy continues to recover from the COVID pandemic, there is still significant uncertainty. Our District continues to closely monitor staffing in order to make sure that we are appropriately staffed for the number of student enrolled. We will continue to face challenges in the coming years due to the Local Control Funding Formula, declining enrollment, increasing special education costs, increasing staffing and pension costs. Adequacy of funding will be one of the most important issues for the District into the future.

CONTACTING THE DISTRICT’S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, students, and investors and creditors with a general overview of the District’s finances and to show the District’s accountability for the money it receives. If you have questions about this report or need any additional financial information, contact Ms. Sandy Knight, Director of Fiscal Services, at Orcutt Union School District, 500 Dyer Street, Orcutt, California, 93455, or e-mail at sknight@orcutt-schools.net.

Orcutt Union School District
Statement of Net Position
June 30, 2021

	Governmental Activities
Assets	
Deposits and investments	\$ 45,369,328
Receivables	9,061,978
Stores inventories	65,738
Capital assets not depreciated	6,272,001
Capital assets, net of accumulated depreciation	46,587,672
Total assets	107,356,717
Deferred Outflows of Resources	
Deferred charge on refunding	136,010
Deferred outflows of resources related to OPEB	159,607
Deferred outflows of resources related to pensions	11,297,294
Total deferred outflows of resources	11,592,911
Liabilities	
Accounts payable	3,913,686
Interest payable	682,752
Unearned revenue	903,203
Long-term liabilities	
Long-term liabilities other than OPEB and pensions due within one year	1,535,000
Long-term liabilities other than OPEB and pensions due in more than one year	50,008,261
Net other postemployment benefits liability (OPEB)	3,365,018
Aggregate net pension liability	53,892,077
Total liabilities	114,299,997

Orcutt Union School District
Statement of Net Position
June 30, 2021

	Governmental Activities
Deferred Inflows of Resources	
Deferred inflows of resources related to OPEB	\$ 1,367,488
Deferred inflows of resources related to pensions	3,247,970
Total deferred inflows of resources	4,615,458
Net Position	
Net investment in capital assets	20,801,795
Restricted for	
Debt service	2,972,638
Capital projects	1,185,863
Educational programs	2,162,712
Food services	1,864,827
Unrestricted	(28,953,662)
Total net position	\$ 34,173

Orcutt Union School District
Statement of Activities
Year Ended June 30, 2021

Functions/Programs	Expenses	Program Revenues		Net (Expenses) Revenues and Changes in Net Position
		Charges for Services and Sales	Operating Grants and Contributions	Governmental Activities
Governmental Activities				
Instruction	\$ 37,243,340	\$ 241,293	\$ 8,905,956	\$ (28,096,091)
Instruction-related activities				
Supervision of instruction	1,907,541	11,038	586,588	(1,309,915)
Instructional library, media, and technology	1,343,515	-	91,180	(1,252,335)
School site administration	3,572,810	870	42,294	(3,529,646)
Pupil services				
Home-to-school transportation	907,625	-	-	(907,625)
Food services	1,986,483	-	2,293,232	306,749
All other pupil services	3,065,166	64,313	688,229	(2,312,624)
Administration				
Data processing	119,884	-	-	(119,884)
All other administration	2,661,820	-	129,223	(2,532,597)
Plant services	5,418,857	9,857	175,882	(5,233,118)
Ancillary services	158,635	994	3,409	(154,232)
Community services	610,290	-	607,335	(2,955)
Interest on long-term liabilities	2,299,321	-	-	(2,299,321)
Other outgo	2,155,536	479,652	649,363	(1,026,521)
Total governmental activities	\$ 63,450,823	\$ 808,017	\$ 14,172,691	(48,470,115)
General Revenues and Subventions				
Property taxes, levied for general purposes				17,199,544
Property taxes, levied for debt service				2,292,047
Federal and State aid not restricted to specific purposes				29,903,594
Interest and investment earnings				144,111
Miscellaneous				2,272,962
Subtotal, general revenues				51,812,258
Change in Net Position				3,342,143
Net Position - Beginning, as restated				(3,307,970)
Net Position - Ending				<u>\$ 34,173</u>

Orcutt Union School District
Balance Sheet – Governmental Funds
June 30, 2021

	General Fund	Charter School Fund	Building Fund	Non-Major Governmental Funds	Total Governmental Funds
Assets					
Deposits and investments	\$ 14,831,414	\$ 1,586,152	\$ 20,333,724	\$ 6,677,876	\$ 43,429,166
Receivables	7,754,041	832,739	59,580	411,665	9,058,025
Due from other funds	370,219	415,844	-	-	786,063
Stores inventories	23,708	-	-	42,030	65,738
	<u>22,979,382</u>	<u>2,834,735</u>	<u>20,393,304</u>	<u>7,131,571</u>	<u>53,338,992</u>
Total assets	\$ 22,979,382	\$ 2,834,735	\$ 20,393,304	\$ 7,131,571	\$ 53,338,992
Liabilities and Fund Balances					
Liabilities					
Accounts payable	\$ 758,891	25,400	\$ 1,225,364	\$ 43,143	\$ 2,052,798
Due to other funds	415,844	266,938	-	103,281	786,063
Unearned revenue	768,694	108,717	-	25,792	903,203
	<u>1,943,429</u>	<u>401,055</u>	<u>1,225,364</u>	<u>172,216</u>	<u>3,742,064</u>
Total liabilities	1,943,429	401,055	1,225,364	172,216	3,742,064
Fund Balances					
Nonspendable	39,208	-	-	42,030	81,238
Restricted	1,636,689	405,814	19,167,940	6,743,062	27,953,505
Committed	11,313,838	-	-	-	11,313,838
Assigned	6,522,300	2,027,866	-	174,263	8,724,429
Unassigned	1,523,918	-	-	-	1,523,918
	<u>21,035,953</u>	<u>2,433,680</u>	<u>19,167,940</u>	<u>6,959,355</u>	<u>49,596,928</u>
Total fund balances	21,035,953	2,433,680	19,167,940	6,959,355	49,596,928
Total liabilities and fund balances	\$ 22,979,382	\$ 2,834,735	\$ 20,393,304	\$ 7,131,571	\$ 53,338,992

Orcutt Union School District
 Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position
 June 30, 2021

Total Fund Balance - Governmental Funds \$ 49,596,928

Amounts Reported for Governmental Activities in the
 Statement of Net Position are Different Because

Capital assets used in governmental activities are not financial
 resources and, therefore, are not reported as assets in
 governmental funds.

The cost of capital assets is	\$ 79,952,336
Accumulated depreciation is	<u>(27,092,663)</u>

Net capital assets	52,859,673
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In governmental funds, unmatured interest on long-term
 liabilities is recognized in the period when it is due. On the
 government-wide financial statements, unmatured interest on
 long-term liabilities is recognized when it is incurred. (682,752)

An internal service fund is used by management to charge the costs
 of the workers' compensation insurance program to the individual
 funds. The assets and liabilities of the internal service fund are
 included with governmental activities. 83,227

Deferred outflows of resources represent a consumption of net
 position in a future period and is not reported in the governmental
 funds. Deferred outflows of resources amounted to and related to

Debt refundings (deferred charge on refunding)	136,010
Other postemployment benefits (OPEB)	159,607
Net pension liability	<u>11,297,294</u>

Total deferred outflows of resources	11,592,911
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Deferred inflows of resources represent an acquisition of net position
 that applies to a future period and is not reported in the governmental
 funds. Deferred inflows of resources amount to and related to

Other postemployment benefits (OPEB)	(1,367,488)
Net pension liability	<u>(3,247,970)</u>

Total deferred inflows of resources	(4,615,458)
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Orcutt Union School District
 Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position
 June 30, 2021

Net pension liability is not due and payable in the current period, and is not reported as a liability in the funds.		\$ (53,892,077)
The District's OPEB liability is not due and payable in the current period, and is not reported as a liability in the funds.		(3,365,018)
Long-term liabilities are not due and payable in the current period and, therefore, are not reported as liabilities in the funds.		
Long-term liabilities at year-end consist of		
General obligation bonds	\$ (48,755,000)	
Unamortized debt premiums	(2,606,828)	
Compensated absences (vacations)	<u>(181,433)</u>	
Total long-term liabilities		<u>(51,543,261)</u>
Total net position - governmental activities		<u><u>\$ 34,173</u></u>

Orcutt Union School District
Statement of Revenues, Expenditures, and Changes in Fund Balances – Governmental Funds
Year Ended June 30, 2021

	General Fund	Charter School Fund	Building Fund	Non-Major Governmental Funds	Total Governmental Funds
Revenues					
Local Control Funding Formula	\$ 38,529,832	\$ 7,564,023	\$ -	\$ -	\$ 46,093,855
Federal sources	4,048,106	302,550	-	1,770,170	6,120,826
Other State sources	5,297,037	907,744	-	832,307	7,037,088
Other local sources	3,105,825	123,130	103,981	3,652,471	6,985,407
Total revenues	<u>50,980,800</u>	<u>8,897,447</u>	<u>103,981</u>	<u>6,254,948</u>	<u>66,237,176</u>
Expenditures					
Current					
Instruction	32,114,484	4,761,795	-	212,045	37,088,324
Instruction-related activities					
Supervision of instruction	1,883,332	284,987	-	9,132	2,177,451
Instructional library, media, and technology	1,219,095	75,814	-	-	1,294,909
School site administration	2,621,327	665,697	-	18,199	3,305,223
Pupil services					
Home-to-school transportation	856,337	13,380	-	-	869,717
Food services	30,897	-	-	1,916,115	1,947,012
All other pupil services	2,578,384	310,503	-	-	2,888,887
Administration					
All other administration	871,211	1,792,266	-	106,909	2,770,386
Plant services	3,742,449	383,556	-	173	4,126,178
Ancillary services	16,907	119,274	-	17,449	153,630
Community services	598,461	-	-	-	598,461
Other outgo	2,155,536	-	-	-	2,155,536
Facility acquisition and construction	486,627	512	15,478,880	4,189	15,970,208
Debt service					
Principal	-	-	-	1,570,000	1,570,000
Interest and other	-	-	160,000	1,924,367	2,084,367
Total expenditures	<u>49,175,047</u>	<u>8,407,784</u>	<u>15,638,880</u>	<u>5,778,578</u>	<u>79,000,289</u>
Excess (Deficiency) of Revenues					
Over Expenditures	<u>1,805,753</u>	<u>489,663</u>	<u>(15,534,899)</u>	<u>476,370</u>	<u>(12,763,113)</u>
Other Financing Sources (Uses)					
Transfers in	-	-	5,954,174	-	5,954,174
Other sources - proceeds from bond issuance	-	-	6,495,600	769,545	7,265,145
Transfers out	-	-	-	(5,954,174)	(5,954,174)
Net Financing Sources (Uses)	<u>-</u>	<u>-</u>	<u>12,449,774</u>	<u>(5,184,629)</u>	<u>7,265,145</u>
Net Change in Fund Balances	1,805,753	489,663	(3,085,125)	(4,708,259)	(5,497,968)
Fund Balance - Beginning, as restated	19,230,200	1,944,017	22,253,065	11,667,614	55,094,896
Fund Balance - Ending	<u>\$ 21,035,953</u>	<u>\$ 2,433,680</u>	<u>\$ 19,167,940</u>	<u>\$ 6,959,355</u>	<u>\$ 49,596,928</u>

Orcutt Union School District

Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities
Year Ended June 30, 2021

Total Net Change in Fund Balances - Governmental Funds \$ (5,497,968)

Amounts Reported for Governmental Activities in the Statement of Activities are Different Because

Capital outlays to purchase or build capital assets are reported in governmental funds as expenditures; however, for governmental activities, those costs are shown in the Statement of Net Position and allocated over their estimated useful lives as annual depreciation expenses in the Statement of Activities.

This is the amount by which capital outlays exceed depreciation expense in the period.

Capital outlays	\$ 15,583,286
Depreciation expense	<u>(1,189,114)</u>

Net expense adjustment	14,394,172
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Gain on disposal of capital assets is reported in the government-wide Statement of Net Position, but is not recorded in the governmental funds. 375,472

In the Statement of Activities, certain operating expenses, such as compensated absences (vacations) are measured by the amounts earned during the year. In the governmental funds, however, expenditures for these items are measured by the amount of financial resources used (essentially, the amounts actually paid). This amount is the difference between vacation earned and used. 4,202

In the governmental funds, pension costs are based on employer contributions made to pension plans during the year. However, in the Statement of Activities, pension expense is the net effect of all changes in the deferred outflows, deferred inflows and net pension liability during the year. (2,886,015)

In the governmental funds, OPEB costs are based on employer contributions made to OPEB plans during the year. However, in the Statement of Activities, OPEB expense is the net effect of all changes in the deferred outflows, deferred inflows, and net OPEB liability during the year. 2,857,597

Proceeds received from general obligation bonds is a revenue in the governmental funds, but it increases long-term liabilities in the Statement of Net Position and does not affect the Statement of Activities. (6,485,000)

Orcutt Union School District
 Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental
 Funds to the Statement of Activities
 Year Ended June 30, 2021

Governmental funds report the effect of premiums, discounts, and the deferred charge on refunding when the debt is first issued, whereas the amounts are deferred and amortized in the Statement of Activities.

Premium on issuance recognized	\$ (780,145)
Premium amortization	66,037
Deferred charge on refunding amortization	(13,603)

Payment of principal on long-term liabilities is an expenditure in the governmental funds, but it reduces long-term liabilities in the Statement of Net Position and does not affect the Statement of Activities.

General obligation bonds	1,570,000
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Interest on long-term liabilities is recorded as an expenditure in the funds when it is due; however, in the Statement of Activities, interest expense is recognized as the interest accretes or accrues, regardless of when it is due.

(267,388)

An internal service fund is used by management to charge the costs of the self insurance program to the individual funds. The net revenue of the Internal Service Fund is reported with governmental activities.

4,782

Change in net position of governmental activities

\$ 3,342,143

Orcutt Union School District
Statement of Net Position – Proprietary Funds
June 30, 2021

	<u>Governmental Activities - Internal Service Fund</u>
Assets	
Current assets	
Deposits and investments	\$ 1,940,162
Receivables	<u>3,953</u>
Total current assets	<u><u>\$ 1,944,115</u></u>
Liabilities	
Current liabilities	
Accounts payable	<u>\$ 1,860,888</u>
Net Position	
Restricted	<u><u>\$ 83,227</u></u>

Orcutt Union School District
Statement of Revenues, Expenses, and Changes in Fund Net Position – Proprietary Funds
Year Ended June 30, 2021

	Governmental Activities - Internal Service Fund
Nonoperating Revenues (Expenses)	
Interest income	\$ 4,782
Change in Net Position	4,782
Total Net Position - Beginning	78,445
Total Net Position - Ending	\$ 83,227

Orcutt Union School District
Statement of Cash Flows – Proprietary Funds
Year Ended June 30, 2021

	Governmental Activities - Internal Service Fund
Operating Activities	
Cash paid for employee benefits	\$ 7,019,821
Cash payments to other suppliers of goods or services	<u>(6,944,286)</u>
Net Cash From Operating Activities	<u>75,535</u>
Investing Activities	
Interest on investments	<u>4,782</u>
Net Change in Cash and Cash Equivalents	80,317
Cash and Cash Equivalents, Beginning	<u>1,859,845</u>
Cash and Cash Equivalents, Ending	<u><u>\$ 1,940,162</u></u>
Reconciliation of Operating Loss to Net Cash From Operating Activities	
Adjustments to reconcile operating loss to net cash from operating activities	
Receivables	\$ 4,612
Accounts payable	<u>75,705</u>
Net Cash From Operating Activities	<u><u>\$ 80,317</u></u>

Note 1 - Summary of Significant Accounting Policies

Financial Reporting Entity

The Orcutt Union School District (the District) was established in 1884 under the laws of the State of California. The District operates under a locally elected five-member Board form of government and provides educational services to grades K -12 as mandated by the State and/or Federal agencies. The District operates eight elementary schools, with grades kindergarten through eight, and one charter school, with grades kindergarten through twelve.

A reporting entity is comprised of the primary government, component units, and other organizations that are included to ensure the financial statements are not misleading. The primary government of the District consists of all funds, departments, boards, and agencies that are not legally separate from the District. For Orcutt Union School District, this includes general operations, food service, and student related activities of the District.

Other Related Entities

Charter School The District has an approved Charter for Orcutt Academy Charter pursuant to *Education Code* Section 47605. The Orcutt Academy Charter is operated by the District, and its financial activities are presented in the Charter School special revenue fund.

Basis of Presentation - Fund Accounting

The accounting system is organized and operated on a fund basis. A fund is defined as a fiscal and accounting entity with a self-balancing set of accounts, which are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations. The District's funds are grouped into two broad fund categories: governmental and proprietary.

Governmental Funds Governmental funds are those through which most governmental functions typically are financed. Governmental fund reporting focuses on the sources, uses, and balances of current financial resources. Expendable assets are assigned to the various governmental funds according to the purposes for which they may or must be used. Current liabilities are assigned to the fund from which they will be paid. The difference between governmental fund assets and liabilities is reported as fund balance. The following are the District's major and non-major governmental funds:

Major Governmental Funds

General Fund The General Fund is the chief operating fund for all districts. It is used to account for the ordinary operations of the District. All transactions except those accounted for in another fund are accounted for in this fund.

Two funds currently defined as special revenue funds in the California State Accounting Manual (CSAM) do not meet the GASB Statement No. 54 special revenue fund definition. Specifically, Fund 14, Deferred Maintenance Fund, and Fund 20, Special Reserve Fund for Postemployment Benefits, is not substantially composed of restricted or committed revenue sources. While these funds are authorized by statute and will remain open for internal reporting purposes, these funds function effectively as extensions of the General Fund, and accordingly have been combined with the General Fund for presentation in these audited financial statements.

As a result, the General Fund reflects an increase in fund balance of \$5,301,218.

Charter School Fund The Charter School Fund may be used by authorizing districts to account separately for the operating activities of district-operated charter schools that would otherwise be reported in the authorizing District's General Fund.

Building Fund The Building Fund exists primarily to account separately for proceeds from the sale of bonds (*Education Code* Section 15146) and may not be used for any purposes other than those for which the bonds were issued.

Non-Major Governmental Funds

Special Revenue Funds The Special Revenue funds are used to account for the proceeds from specific revenue sources (other than trusts, major capital projects, or debt service) that are restricted or committed to the financing of particular activities, that compose a substantial portion of the inflows of the fund, and that are reasonably expected to continue. Additional resources that are restricted, committed, or assigned to the purpose of the fund may also be reported in the fund.

- **Student Activity Fund** The Student Activity Fund is used to account separately for the operating activities of the associated student body accounts that are not fiduciary in nature, including student clubs, general operations, athletics, and other student body activities.
- **Child Development Fund** The Child Development Fund is used to account separately for Federal, State, and local revenues to operate child development programs and is to be used only for expenditures for the operation of child development programs.
- **Cafeteria Fund** The Cafeteria Fund is used to account separately for Federal, State, and local resources to operate the food service program (*Education Code* Sections 38090-38093) and is used only for those expenditures authorized by the governing board as necessary for the operation of the District's food service program (*Education Code* Sections 38091 and 38100).

Capital Project Funds The Capital Project funds are used to account for financial resources to be used for the acquisition or construction of major capital facilities and other capital assets (other than those financed by proprietary funds and trust funds).

- **Capital Facilities Fund** The Capital Facilities Fund is used primarily to account separately for monies received from fees levied on developers or other agencies as a condition of approval (*Education Code* Sections 17620-17626 and *Government Code* Section 65995 et seq.). Expenditures are restricted to the purposes specified in *Government Code* Sections 65970-65981 or to the items specified in agreements with the developer (*Government Code* Section 66006).
- **Special Reserve Fund for Capital Outlay Projects** The Special Reserve Fund for Capital Outlay Projects exists primarily to provide for the accumulation of General Fund monies for capital outlay purposes (*Education Code* Section 42840).

Debt Service Funds The Debt Service funds are used to account for the accumulation of resources for and the payment of principal and interest on general long-term liabilities.

- **Bond Interest and Redemption Fund** The Bond Interest and Redemption Fund is used for the repayment of bonds issued for a district (*Education Code* Sections 15125-15262).

Proprietary Funds Proprietary funds are used to account for activities that are more business-like than government-like in nature. Business-type activities include those for which a fee is charged to external users or to other organizational units of the local education agency, normally on a full cost-recovery basis. Proprietary funds are generally intended to be self-supporting and are classified as enterprise or internal service. The District has no enterprise funds.

- **Internal Service Fund** Internal Service funds may be used to account for goods or services provided to other funds of the District on a cost-reimbursement basis. The District operates an internal service fund that is used to account for the District's risk management activities.

Basis of Accounting - Measurement Focus

Government-Wide Financial Statements The government-wide financial statements are prepared using the economic resources measurement focus and the accrual basis of accounting. This is the same approach used in the preparation of the proprietary fund financial statements but differs from the manner in which governmental fund financial statements are prepared.

The government-wide statement of activities presents a comparison between expenses, both direct and indirect, of the District and for each governmental function, and excludes fiduciary activity. Direct expenses are those that are specifically associated with a service, program, or department and are therefore, clearly identifiable to a particular function. The District does not allocate indirect expenses to functions in the *Statement of Activities*, except for depreciation. Program revenues include charges paid by the recipients of the goods or services offered by the programs and grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues are presented as general revenues. The comparison of program revenues and expenses identifies the extent to which each program or business segment is self-financing or draws from the general revenues of the District. Eliminations have been made to minimize the double counting of internal activities.

Net position should be reported as restricted when constraints placed on net asset use are either externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or imposed by law through constitutional provisions or enabling legislation. The net position restricted for other activities result from special revenue funds and the restrictions on their use.

Fund Financial Statements Fund financial statements report detailed information about the District. The focus of governmental and proprietary fund financial statements is on major funds rather than reporting funds by type. Each major fund is presented in a separate column. Non-major funds are aggregated and presented in a single column. The internal service fund is presented in a single column on the face of the proprietary fund statements.

- **Governmental Funds** All governmental funds are accounted for using the flow of current financial resources measurement focus and the modified accrual basis of accounting. With this measurement focus, only current assets and current liabilities generally are included on the balance sheet. The statement of revenues, expenditures, and changes in fund balances reports on the sources (revenues and other financing sources) and uses (expenditures and other financing uses) of current financial resources. This approach differs from the manner in which the governmental activities of the government-wide financial statements are prepared. Governmental fund financial statements, therefore, include reconciliations with brief explanations to better identify the relationship between the government-wide financial statements, prepared using the economic resources measurement focus and the accrual basis of accounting, and the governmental fund financial statements, prepared using the flow of current financial resources measurement focus and the modified accrual basis of accounting.
- **Proprietary Funds** Proprietary funds are accounted for using the flow of economic resources measurement focus and the accrual basis of accounting. All assets and all liabilities associated with the operation of this fund are included in the statement of net position. The statement of changes in fund net position presents increases (revenues) and decreases (expenses) in net total assets. The statement of cash flows provides information about how the District finances and meets the cash flow needs of its proprietary fund.

Revenues – Exchange and Non-Exchange Transactions Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. On a modified accrual basis, revenue is recorded in the fiscal year in which the resources are measurable and become available. Available means that the resources will be collected within the current fiscal year or are expected to be collected soon enough thereafter, to be used to pay liabilities of the current fiscal year. The District considers revenues to be available if they are collected within one year after year-end, except for property taxes, which are considered available if collected within 60 days. The following revenue sources are considered to be both measurable and available at fiscal year-end: State apportionments, interest, certain grants, and other local sources.

Non-exchange transactions, in which the District receives value without directly giving equal value in return, include property taxes, certain grants, entitlements, and donations. Revenue from property taxes is recognized in the fiscal year in which the taxes are received. Revenue from certain grants, entitlements, and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied. Eligibility requirements include time and purpose restrictions. On a modified accrual basis, revenue from non-exchange transactions must also be available before it can be recognized.

Unearned Revenue Unearned revenues arise when resources are received by the District before it has a legal claim to them, such as when certain grants are received prior to the occurrence of qualifying expenditures. In the subsequent periods, when the District has a legal claim to the resources, the liability for unearned revenue is removed from the balance sheet and the revenue is recognized.

Expenses/Expenditures On the accrual basis of accounting, expenses are recognized at the time they are incurred. The measurement focus of governmental fund accounting is on decreases in net financial resources (expenditures) rather than expenses. Expenditures are generally recognized in the accounting period in which the related fund liability is incurred. Principal and interest on long-term liabilities, which has not matured, are recognized when paid in the governmental funds as expenditures. Allocations of costs, such as depreciation and amortization, are not recognized in the governmental funds but are recognized in the entity-wide statements.

Cash and Cash Equivalents

The District's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition. Cash equivalents also include cash with county treasury balances for purposes of the statement of cash flows.

Investments

Investments with original maturities greater than one year are stated at fair value. Fair value is estimated based on quoted market prices at year end. All investments not required to be reported at fair value are stated at cost or amortized cost. Fair values of investments in county and State investment pools are determined by the program sponsor.

Stores Inventories

Inventories consist of expendable food and supplies held for consumption. Inventories are stated at cost, on the first-in, first-out basis. The costs of inventory items are recorded as expenditures in the governmental funds and expenses in the proprietary funds when consumed rather than when purchased.

Capital Assets and Depreciation

The accounting and reporting treatment applied to the capital assets associated with a fund are determined by its measurement focus. Capital assets are long-lived assets of the District. The District maintains a capitalization threshold of \$5,000. The District does not possess any infrastructure. Improvements are capitalized; the costs of normal maintenance and repairs that do not add to the value of the asset or materially extend an asset's life are not capitalized, but are expensed as incurred.

When purchased, such assets are recorded as expenditures in the governmental funds and capitalized in the government-wide statement of net position. The valuation basis for capital assets is historical cost, or where historical cost is not available, estimated historical cost based on replacement cost. Donated capital assets are capitalized at acquisition value on the date donated.

Capital assets in the proprietary funds are capitalized in the fund in which they are utilized. The valuation basis for proprietary fund capital assets is the same as those used for the capital assets of governmental funds.

Depreciation is computed using the straight-line method. Estimated useful lives of the various classes of depreciable capital assets are as follows: buildings, 20 to 50 years; improvements/infrastructure, 5 to 50 years; equipment, 5 to 20 years.

Interfund Balances

On fund financial statements, receivables and payables resulting from short-term interfund loans are classified as "interfund receivables/payables". These amounts are eliminated in the governmental and business-type activities columns of the statement of net position, except for the net residual amounts due between governmental and business-type activities, which are presented as internal balances.

Compensated Absences

Compensated absences are accrued as a liability as the benefits are earned. The entire compensated absence liability is reported on the government-wide statement of net position. For governmental funds, the current portion of unpaid compensated absences is recognized upon the occurrence of relevant events such as employee resignations and retirements that occur prior to year end that have not yet been paid with expendable available financial resources. These amounts are reported in the fund from which the employees who have accumulated leave are paid.

Sick leave is accumulated without limit for each employee at the rate of one day for each month worked. Leave with pay is provided when employees are absent for health reasons; however, the employees do not gain a vested right to accumulated sick leave. Employees are never paid for any sick leave balance at termination of employment or any other time. Therefore, the value of accumulated sick leave is not recognized as a liability in the District's financial statements. However, credit for unused sick leave is applicable to all classified school members who retire after January 1, 1999. At retirement, each member will receive .004 year of service credit for each day of unused sick leave. Credit for unused sick leave is applicable to all certificated employees and is determined by dividing the number of unused sick days by the number of base service days required to complete the last school year, if employed full-time.

Accrued Liabilities and Long-Term Liabilities

All payables, accrued liabilities, and long-term liabilities are reported in the government-wide and proprietary fund financial statements. In general, governmental fund payables and accrued liabilities that, once incurred, are paid in a timely manner and in full from current financial resources are reported as liabilities of the governmental funds.

However, claims and judgments, compensated absences, special termination benefits, and contractually required pension contributions that will be paid from governmental funds are reported as a liability in the governmental fund financial statements only to the extent that they are due for payment during the current year. Bonds, capital leases, and other long-term liabilities are recognized as liabilities in the governmental fund financial statements when due.

Debt Issuance Costs and Premiums

In the government-wide financial statements and in the proprietary fund type financial statements, long-term liabilities are reported as liabilities in the applicable governmental activities or proprietary fund statement of net position. Debt premiums, as well as issuance costs related to prepaid insurance costs are amortized over the life of the bonds using the straight-line method, which approximates the effective interest method.

In governmental fund financial statements, bond premiums, as well as debt issuance costs are recognized in the period the bonds are issued. The face amount of the debt is reported as other financing sources. Premiums received on debt issuance are also reported as other financing sources. Issuance costs, whether or not withheld from the actual debt proceeds, are reported as debt service expenditures in the period the bonds are issued.

Deferred Outflows/Inflows of Resources

In addition to assets, the Statement of Net Position also reports deferred outflows of resources. This separate financial statement element represents a consumption of net position that applies to a future period and so will not be recognized as an expense or expenditure until then. The District reports deferred outflows of resources for deferred charges on refunding of debt, for pension related items, and for OPEB related items. The deferred charge on refunding resulted from the difference between the carrying value of the refunded debt and its reacquisition price. The amount is deferred and amortized over the shorter of the life of the refunded or refunding debt. The deferred amounts related to pension and OPEB relate to differences between expected and actual earnings on investments, changes of assumptions, and other pension and OPEB related changes.

In addition to liabilities, the Statement of Net Position reports a separate section for deferred inflows of resources. This separate financial statement element represents an acquisition of net position that applies to a future period and so will not be recognized as revenue until then. The District reports deferred inflows of resources for pension related items and for OPEB related items. The deferred amounts related to pension and OPEB relate to differences between contributions and the District's proportionate share of contributions, differences between expected and actual experiences, and differences between expected and actual earnings on investments.

Pensions

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the California State Teachers Retirement System (CalSTRS) and the California Public Employees' Retirement System (CalPERS) plan for schools (Plans) and additions to/deductions from the Plans' fiduciary net position have been determined on the same basis as they are reported by CalSTRS and CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Member contributions are recognized in the period in which they are earned. Investments are reported at fair value. The net pension liability attributable to the governmental activities will be paid by the fund in which the employee worked.

Postemployment Benefits Other Than Pensions (OPEB)

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the District Plan and the CalSTRS Medicare Premium Payment (MPP) Program and additions to/deductions from the District Plan and the MPP's fiduciary net position have been determined on the same basis as they are reported by the District Plan and the MPP. For this purpose, the District Plan and the MPP recognizes benefit payments when due and payable in accordance with the benefit terms. Investments are reported at fair value, except for money market investments and participating interest-earning investment contracts that have a maturity at the time of purchase of one year or less, which are reported at cost. The total OPEB liability attributable to the governmental activities will be paid primarily by the General Fund.

Fund Balances - Governmental Funds

As of June 30, 2021, fund balances of the governmental funds are classified as follows:

Nonspendable - amounts that cannot be spent either because they are in nonspendable form or because they are legally or contractually required to be maintained intact.

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

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

Assigned - amounts that do not meet the criteria to be classified as restricted or committed but that are intended to be used for specific purposes. Under the District's adopted policy, only the governing board or chief business officer/assistant superintendent of business services may assign amounts for specific purposes.

Unassigned - all other spendable amounts.

Spending Order Policy

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the District considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the District considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed, unless the governing board has provided otherwise in its commitment or assignment actions.

Minimum Fund Balance Policy

The governing board adopted a minimum fund balance policy for the General Fund in order to protect the district against revenue shortfalls or unpredicted on-time expenditures. The policy requires a Reserve for Economic Uncertainties consisting of unassigned amounts equal to no less than three percent of General Fund expenditures and other financing uses.

Net Position

Net position represents the difference between assets and deferred outflows of resources, and liabilities and deferred inflows of resources. Net position net of investment in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowings used for the acquisition, construction, or improvement of those assets. Net position is reported as restricted when there are limitations imposed on their use either through the enabling legislation adopted by the District or through external restrictions imposed by creditors, grantors, or laws or regulations of other governments. The District first applies restricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available. The government-wide financial statements report \$8,186,040 of net position restricted by enabling legislation.

Operating Revenues and Expenses

Operating revenues are those revenues that are generated directly from the primary activity of the proprietary funds. For the District, these revenues are cost of reimbursement from employees. Operating expenses are necessary costs incurred to provide the good or service that is the primary activity of the fund. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

Interfund Activity

Exchange transactions between funds are reported as revenues in the seller funds and as expenditures/expenses in the purchaser funds. Flows of cash or goods from one fund to another without a requirement for repayment are reported as interfund transfers. Interfund transfers are reported as other financing sources/uses in governmental funds and after non-operating revenues/expenses in proprietary funds. Repayments from funds responsible for particular expenditures/expenses to the funds that initially paid for them are not presented in the financial statements.

Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

Property Tax

Secured property taxes attach as an enforceable lien on property as of January 1. Taxes are payable in two installments on November 1 and February 1 and become delinquent on December 10 and April 10, respectively.

Unsecured property taxes are payable in one installment on or before August 31. The County of Santa Barbara bills and collects the taxes on behalf of the District. Local property tax revenues are recorded when received.

Change in Accounting Principles

Implementation of GASB Statement No. 84

As of July 1, 2020, the District adopted GASB Statement No. 84, Fiduciary Activities. The objective of this Statement is to improve the identification of fiduciary activities for accounting and financial reporting purposes and how those activities should be reported. The requirements of this Statement will enhance consistency and comparability by (1) establishing specific criteria for identifying activities that should be reported as fiduciary activities and (2) clarifying whether and how business-type activities should report their fiduciary activities. Greater consistency and comparability enhance the value provided by the information reported in financial statements for assessing government accountability and stewardship. The impact to the District resulted in a reclassification of the District's student body activities from fiduciary to governmental. The effect of the implementation of this standard on beginning fund balance and net position is disclosed in Note 15.

Note 2 - Deposits and Investments

Summary of Deposits and Investments

Deposits and investments as of June 30, 2021, are classified in the accompanying financial statements as follows:

Governmental funds	\$ 43,429,166
Proprietary funds	<u>1,940,162</u>
Total deposits and investments	<u><u>\$ 45,369,328</u></u>

Deposits and investments as of June 30, 2021, consist of the following:

Cash on hand and in banks	\$ 45,722
Cash in revolving	15,500
Investments	<u>45,308,106</u>
Total deposits and investments	<u><u>\$ 45,369,328</u></u>

Policies and Practices

The District is authorized under California *Government Code* to make direct investments in local agency bonds, notes, or warrants within the State; U.S. Treasury instruments; registered State warrants or treasury notes; securities of the U.S. Government, or its agencies; bankers acceptances; commercial paper; certificates of deposit placed with commercial banks and/or savings and loan companies; repurchase or reverse repurchase agreements; medium term corporate notes; shares of beneficial interest issued by diversified management companies, certificates of participation, obligations with first priority security; and collateralized mortgage obligations.

Investment in County Treasury - The District is considered to be an involuntary participant in an external investment pool as the District is required to deposit all receipts and collections of monies with their County Treasurer (*Education Code* Section 41001). The fair value of the District’s investment in the pool is reported in the accounting financial statements at amounts based upon the District’s pro-rata share of the fair value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis.

General Authorizations

Limitations as they relate to interest rate risk, credit risk, and concentration of credit risk are indicated in the schedules below:

Authorized Investment Type	Maximum Remaining Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
Local Agency Bonds, Notes, Warrants	5 years	None	None
Registered State Bonds, Notes, Warrants	5 years	None	None
U.S. Treasury Obligations	5 years	None	None
U.S. Agency Securities	5 years	None	None
Banker’s Acceptance	180 days	40%	30%
Commercial Paper	270 days	25%	10%
Negotiable Certificates of Deposit	5 years	30%	None
Repurchase Agreements	1 year	None	None
Reverse Repurchase Agreements	92 days	20% of base	None
Medium-Term Corporate Notes	5 years	30%	None
Mutual Funds	N/A	20%	10%
Money Market Mutual Funds	N/A	20%	10%
Mortgage Pass-Through Securities	5 years	20%	None
County Pooled Investment Funds	N/A	None	None
Local Agency Investment Fund (LAIF)	N/A	None	None
Joint Powers Authority Pools	N/A	None	None

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The District does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. The District manages its exposure to interest rate risk by investing in the County Pool.

Weighted Average Maturity

The District monitors the interest rate risk inherent in its portfolio by measuring the weighted average maturity of its portfolio. Information about the weighted average maturity of the District’s portfolio is presented in the following schedule:

Investment Type	Reported Amount	Weighted Average Maturity in Days
Santa Barbara County Investment Pool	\$ 45,308,106	735

Credit Risk

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The District’s investments in the Santa Barbara County Investment Pool is not required to be rated, nor has it been rated as of June 30, 2021.

Custodial Credit Risk - Deposits

This is the risk that in the event of a bank failure, the District’s deposits may not be returned to it. The District does not have a policy for custodial credit risk for deposits. However, the California *Government Code* requires that a financial institution secure deposits made by State or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under State law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agency. California law also allows financial institutions to secure public deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits and letters of credit issued by the Federal Home Loan Bank of San Francisco having a value of 105% of the secured deposits. As of June 30, 2021, the District’s bank balance was not exposed to custodial credit risk.

Note 3 - Receivables

Receivables at June 30, 2021, consisted of intergovernmental grants, entitlements, interest, and other local sources. All receivables are considered collectible in full.

	General Fund	Charter School Fund	Building Fund	Non-Major Governmental Funds	Proprietary Funds	Total
Federal Government						
Categorical aid	\$ 1,746,283	\$ 31,440	\$ -	\$ 302,534	\$ -	\$ 2,080,257
State Government						
LCFF apportionment	4,824,472	745,153	-	-	-	5,569,625
Categorical aid	17,846	800	-	25,535	-	44,181
Lottery	282,608	52,350	-	-	-	334,958
Local Government						
Interest	15,971	2,194	20,380	5,505	3,953	48,003
Other local sources	866,861	802	39,200	78,091	-	984,954
Total	\$ 7,754,041	\$ 832,739	\$ 59,580	\$ 411,665	\$ 3,953	\$ 9,061,978

Note 4 - Capital Assets

Capital asset activity for the fiscal year ended June 30, 2021, was as follows:

	Balance July 1, 2020	Additions	Deductions	Balance June 30, 2021
Governmental Activities				
Capital assets not being depreciated				
Land	\$ 1,878,255	\$ -	\$ -	\$ 1,878,255
Construction in progress	10,276,203	15,445,704	(21,328,161)	4,393,746
Total capital assets not being depreciated	12,154,458	15,445,704	(21,328,161)	6,272,001
Capital assets being depreciated				
Buildings and improvements	44,426,182	21,092,430	(239,480)	65,279,132
Furniture and equipment	10,059,963	373,313	(2,032,073)	8,401,203
Total capital assets being depreciated	54,486,145	21,465,743	(2,271,553)	73,680,335
Total capital assets	66,640,603	36,911,447	(23,599,714)	79,952,336
Accumulated depreciation				
Buildings and improvements	(21,392,916)	(959,120)	452,424	(21,899,612)
Furniture and equipment	(7,157,658)	(229,994)	2,194,601	(5,193,051)
Total accumulated depreciation	(28,550,574)	(1,189,114)	2,647,025	(27,092,663)
Governmental activities capital assets, net	\$ 38,090,029	\$ 35,722,333	\$ (20,952,689)	\$ 52,859,673

Depreciation expense was charged as a direct expense to governmental functions as follows:

Governmental Activities	
Plant services	<u>\$ 1,189,114</u>

Note 5 - Interfund Transactions

Interfund Receivables/Payables (Due To/Due From)

Interfund receivable and payable balances arise from interfund transactions and are recorded by all funds affected in the period in which transactions are executed. Interfund receivable and payable balances at June 30, 2021, between major and non-major governmental funds are as follows:

Due To	Due From			Total
	General Fund	Charter School Fund	Non-Major Governmental Funds	
General Fund	\$ -	\$ 266,938	\$ 103,281	\$ 370,219
Charter School Fund	415,844	-	-	415,844
Total	\$ 415,844	\$ 266,938	\$ 103,281	\$ 786,063

The balance of \$415,844 is due to the Charter School Fund from the General Fund for charter in lieu of property taxes and LCFF

The balance of \$266,938 is due to the General Fund from the Charter School Fund for charter school fees.

A balance of \$40,044 is due to the General Fund from the Capital Facilities Non-Major Governmental Fund for administrative fees.

A balance of \$59,441 is due to the General Fund from the Cafeteria Non-Major Governmental Fund for indirect and fuel costs.

All remaining balances resulted from the time lag between the date that (1) interfund goods and services are provided or reimbursable expenditures occur, (2) transaction are recorded in the accounting system, and (3) payments between funds are made.

Operating Transfers

Interfund transfers for the year ended June 30, 2021, consisted of the following:

The Capital Facilities Non-Major Governmental Fund transferred to the Building Fund for capital projects. \$ 5,954,174

Interfund transfers are used to (1) move revenues from the fund that statute or budget requires to collect them to the fund that statute or budget requires to expend them, (2) move receipts restricted to debt service from the funds collecting the receipts to the debt service fund as debt service payments become due, and (3) use unrestricted revenues collected in the General Fund to finance various programs accounted for in other funds in accordance with budgetary authorizations.

Note 6 - Accounts Payable

Accounts payable at June 30, 2021, consisted of the following:

	General Fund	Charter School Fund	Building Fund	Non-Major Governmental Funds	Proprietary Funds	Total
Vendor payables	\$ 465,706	\$ 16,319	\$ -	\$ 39,762	\$ 1,860,888	\$ 2,382,675
Salaries and benefits	293,185	9,081	-	3,381	-	305,647
Construction	-	-	1,225,364	-	-	1,225,364
Total	\$ 758,891	\$ 25,400	\$ 1,225,364	\$ 43,143	\$ 1,860,888	\$ 3,913,686

Note 7 - Unearned Revenue

Unearned revenue at June 30, 2021, consisted of the following:

	General Fund	Charter School Fund	Non-Major Governmental Funds	Total
Federal financial assistance	\$ 210,196	\$ -	\$ -	\$ 210,196
State categorical aid	549,552	108,717	-	658,269
Other local	8,946	-	25,792	34,738
Total	\$ 768,694	\$ 108,717	\$ 25,792	\$ 903,203

Note 8 - Long-Term Liabilities Other than OPEB and Pensions

Summary

The changes in the District's long-term liabilities other than OPEB and pensions during the year consisted of the following:

	Balance July 1, 2020	Additions	Deductions	Balance June 30, 2021	Due in One Year
Long-Term Liabilities					
General obligation bonds	\$ 43,840,000	\$ 6,485,000	\$ (1,570,000)	\$ 48,755,000	\$ 1,535,000
Unamortized debt premiums	1,892,720	780,145	(66,037)	2,606,828	-
Compensated absences	185,635	-	(4,202)	181,433	-
Total	\$ 45,918,355	\$ 7,265,145	\$ (1,640,239)	\$ 51,543,261	\$ 1,535,000

Payments on the General Obligation Bonds are made from the Bond Interest and Redemption Fund. Payments for compensated absences are typically liquidated in the fund in which the employee worked.

General Obligation Bonds

The outstanding general obligation bonded debt is as follows:

Issuance Date	Final Maturity Date	Interest Rate	Original Issue	Bonds			Bonds Outstanding June 30, 2021
				Bonds Outstanding July 1, 2020	Issued	Redeemed	
03/01/2012	02/01/2031	2.00%-4.00%	\$ 4,150,000	\$ 425,000	\$ -	\$ (210,000)	\$ 215,000
03/01/2012	08/01/2028	2.00%-3.50%	1,525,000	935,000	-	(100,000)	835,000
07/15/2015	08/01/2030	3.25%	7,415,000	5,400,000	-	(455,000)	4,945,000
06/28/2018	08/01/2048	3.25%-5.00%	15,210,000	14,160,000	-	(750,000)	13,410,000
06/25/2020	08/01/2049	2.00%-4.00%	20,500,000	20,500,000	-	-	20,500,000
06/25/2020	02/01/2031	.60%-1.80%	2,420,000	2,420,000	-	(55,000)	2,365,000
03/16/2021	10/01/2023	5.00%	6,485,000	-	6,485,000	-	6,485,000
				\$ 43,840,000	\$ 6,485,000	\$ (1,570,000)	\$ 48,755,000

Debt Service Requirements to Maturity

The current interest bonds mature as follows:

Fiscal Year	Principal	Interest to Maturity	Total
2022	\$ 1,535,000	\$ 1,672,226	\$ 3,207,226
2023	1,205,000	1,631,299	2,836,299
2024	7,375,000	1,440,912	8,815,912
2025	1,000,000	1,254,003	2,254,003
2026	1,075,000	1,225,084	2,300,084
2027-2031	5,700,000	5,569,786	11,269,786
2032-2036	3,815,000	4,713,757	8,528,757
2037-2041	6,670,000	3,684,922	10,354,922
2042-2046	10,170,000	2,418,097	12,588,097
2047-2050	10,210,000	620,743	10,830,743
Total	<u>\$ 48,755,000</u>	<u>\$ 24,230,829</u>	<u>\$ 72,985,829</u>

Compensated Absences

Compensated absences (unpaid employee vacation) for the District at June 30, 2021, amounted to \$181,433.

Note 9 - Net Other Postemployment Benefits (OPEB) Liability

For the fiscal year ended June 30, 2021, the District reported net OPEB liability, deferred outflows of resources, deferred inflows of resources, and OPEB expense for the following plans:

OPEB Plan	Net OPEB Liability	Deferred Outflows of Resources	Deferred Inflows of Resources	OPEB Expense
Retiree Health Plan	\$ 3,062,465	\$ 159,607	\$ 1,367,488	\$ (2,888,197)
Medicare Premium Payment (MPP) Program	<u>302,553</u>	<u>-</u>	<u>-</u>	<u>30,600</u>
Total	<u>\$ 3,365,018</u>	<u>\$ 159,607</u>	<u>\$ 1,367,488</u>	<u>\$ (2,857,597)</u>

The details of each plan are as follows:

District Plan

Plan Administration

The California Public Employees’ Retirement System (CalPERS) administers the District’s Postemployment Benefits Plan (the Plan) by maintaining the assets provided and payment at the direction of the District. The Plan is a single-employer defined benefit plan that is used to provide postemployment benefits other than pensions (OPEB) for eligible retirees and their spouses. The Public Agency Retirement Services (PARS) administers the District’s Postemployment Benefits Plan (the Plan). The Plan is a single employer defined benefit plan that is used to provide postemployment benefits other than pensions (OPEB) for eligible retirees and their spouses.

Financial information for PARS can be found on the PARS website at: <http://www.pars.org>.

Plan Membership

At June 30, 2020, the valuation date, the Plan membership consisted of the following:

Inactive employees or beneficiaries currently receiving benefits payments	50
Active employees	199
	249
Total	249

Benefits Provided

The Plan provides medical, dental, and vision insurance benefits to eligible retirees and their spouses. Benefits are provided through a third-party insurer, and the full cost of benefits is covered by the Plan. The District’s governing board has the authority to establish and amend the benefit terms as contained within the negotiated labor agreements.

Contributions

The contribution requirements of the Plan members and the District are established and may be amended by the District, Orcutt Educators Association, the local California Service Employees Association (CSEA), and unrepresented groups. Voluntary contributions based on projected pay-as-you-go financing requirements and any additional mounts to prefund benefits with the District, Orcutt Educators Association, CSEA, and the unrepresented groups are based on availability of funds. For the measurement period of June 30, 2021, the District contributed \$3,134,186 to the Plan, of which \$964,186 was used for current premiums and \$2,170,000 was used to fund the OPEB Trust.

Investment

Investment Policy

The Plan's policy in regard to the allocation of invested assets is established and may be amended by the governing board by a majority vote of its members. It is the policy of the District to pursue an investment strategy that reduces risks through the prudent diversification for the portfolio across a broad selection of distinct asset classes. The Plan's investment policy discourages the use of cash equivalents, except for liquidity purposes, and aims to refrain from dramatically shifting asset class allocation over short time spans. The following was the governing board's adopted asset allocation policy as of June 30, 2021.

Asset Class	Target Allocation
US Large Cap	15%
US Small Cap	15%
Long-Term Corporate Bonds	80%
Long-Term Government Bonds	80%
Short-Term Government Fixed	5%

Net OPEB Liability of the District

The District's net OPEB liability of \$3,062,465 was measured as of June 30, 2021, and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as of June 30, 2020. The components of the net OPEB liability of the District as of June 30, 2021, was as follows:

Total OPEB liability	\$ 10,422,833
Plan fiduciary net position	(7,360,368)
Net OPEB liability	\$ 3,062,465
Plan fiduciary net position as a percentage of the total OPEB liability	70.62%

Actuarial Assumptions

The total OPEB liability as of June 30, 2021 was determined by applying updated procedures to the financial reporting actuarial valuation as of June 30, 2020 and rolling forward the total OPEB liability to June 30, 2021. The following assumptions were applied to all periods included in the measurement, unless otherwise specified:

Inflation	2.75	percent
Salary increases	2.75	percent, average, including inflation
Investment rate of return	5.00	percent, net of OPEB plan investment expense, including inflation
Healthcare cost trend rates	4.00	percent

Mortality rates were based on the 2020 CalSTRS Mortality Table for certificated employees and the 2017 CalPERS Mortality for Miscellaneous Employees Table for classified employees. Mortality rates vary by age and sex. (Unisex mortality rates are not often used as individual OPEB benefits do not depend on the mortality table used.) If employees die prior to retirement, past contributions are available to fund benefits for employees who live to retirement. After retirement, death results in benefit termination or reduction. Although higher mortality rates reduce service costs, the mortality assumption is not likely to vary from employer to employer.

The actuarial assumptions used in the June 30, 2020, valuation were based on the results of an actuarial experience study for the period of July 1, 2019 to June 30, 2020.

The long-term expected rate of return on OPEB plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the target asset allocation as of June 30, 2021, (see the discussion of the Plan's investment policy) are summarized in the following table:

Asset Class	Long-Term Expected Real Rate of Return
US Large Cap	7.8%
US Small Cap	7.8%
Long-Term Corporate Bonds	4.5%
Long-Term Government Bonds	4.5%
Short-Term Government Fixed	3.3%

Discount Rate

The discount rate used to measure the total OPEB liability was 5%. The projection of cash flows used to determine the discount rate assumed that the District contributions will be made at rates equal to the actuarially determined contribution rates. Based on those assumptions, the OPEB plan's fiduciary net position was projected to be available to make all projected OPEB payments for current active and inactive employees. Therefore, the long-term expected rate of return on OPEB plan investments was applied to all periods of projected benefit payments to determine the total OPEB liability.

Changes in the Net OPEB Liability

	Increase (Decrease)		
	Total OPEB Liability (a)	Plan Fiduciary Net Position (b)	Net OPEB Liability (a) - (b)
Balance, June 30, 2020	\$ 10,546,518	\$ 4,488,865	\$ 6,057,653
Service cost	329,053	-	329,053
Interest	511,448	715,785	(204,337)
Employer Contributions	-	3,134,186	(3,134,186)
Benefit payments	(964,186)	(964,186)	-
Administrative expense	-	(14,282)	14,282
Net change in total OPEB liability	(123,685)	2,871,503	(2,995,188)
Balance, June 30, 2021	\$ 10,422,833	\$ 7,360,368	\$ 3,062,465

There were no changes to changes of assumptions, other inputs, and benefits noted from the prior evaluation.

Sensitivity of the Net OPEB Liability to Changes in the Discount Rate

The following presents the net OPEB liability of the District, as well as what the District's net OPEB liability would be if it were calculated using a discount rate that is one percent lower or higher than the current rate:

Discount Rate	Net OPEB Liability
1% decrease (4.00%)	\$ 3,588,728
Current discount rate (5.00%)	3,062,465
1% increase (6.00%)	2,561,072

Sensitivity of the Net OPEB Liability to Changes in the Healthcare Cost Trend Rates

The following presents the net OPEB liability of the District, as well as what the District's net OPEB liability would be if it were calculated using healthcare cost trend rates that are one percent lower or higher than the current healthcare costs trend rates:

Healthcare Cost Trend Rates	Net OPEB Liability
1% decrease (3.0%)	\$ 2,244,212
Current healthcare cost trend rate (4.0%)	3,062,465
1% increase (5.0%)	3,989,047

OPEB Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to OPEB

For the year ended June 30, 2021, the District recognized OPEB expense of \$(2,888,197). At June 30, 2021, the District reported deferred outflows of resources and deferred inflow of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 129,696	\$ 251,951
Changes of assumptions	-	746,842
Net difference between projected and actual earnings on OPEB plan investments	29,911	368,695
Total	\$ 159,607	\$ 1,367,488

Deferred outflows of resources for OPEB contributions subsequent to measurement date will be recognized as a reduction in the OPEB liability in the subsequent fiscal year. Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year Ended June 30,	Deferred Outflows/(Inflows) of Resources
2022	\$ (330,458)
2023	(330,465)
2024	(345,412)
2025	(215,683)
2026	1,038
Thereafter	13,099
Total	\$ (1,207,881)

Medicare Premium Payment (MPP) Program

Plan Description

The Medicare Premium Payment (MPP) Program is administered by the California State Teachers' Retirement System (CalSTRS). The MPP Program is a cost-sharing multiple-employer other postemployment benefit plan (OPEB) established pursuant to Chapter 1032, Statutes 2000 (SB 1435). CalSTRS administers the MPP Program through the Teachers' Health Benefits Fund (THBF).

A full description of the MPP Program regarding benefit provisions, assumptions (for funding, but not accounting purposes), and membership information is listed in the June 30, 2019 annual actuarial valuation report, Medicare Premium Payment Program Actuarial Valuation. This report and CalSTRS audited financial information are publicly available reports that can be found on the CalSTRS website under Publications at: <http://www.calstrs.com/member-publications>.

Benefits Provided

The MPP Program pays Medicare Part A premiums and Medicare Parts A and B late enrollment surcharges for eligible members of the State Teachers Retirement Plan (STRP) Defined Benefit (DB) Program who were retired or began receiving a disability allowance prior to July 1, 2012 and were not eligible for premium free Medicare Part A. The payments are made directly to the Centers for Medicare and Medicaid Services (CMS) on a monthly basis.

The MPP Program is closed to new entrants as members who retire after July 1, 2012, are not eligible for coverage under the MPP Program.

The MPP Program is funded on a pay-as-you go basis from a portion of monthly District benefit payments. In accordance with California *Education Code* Section 25930, contributions that would otherwise be credited to the DB Program each month are instead credited to the MPP Program to fund monthly program and administrative costs. Total redirections to the MPP Program are monitored to ensure that total incurred costs do not exceed the amount initially identified as the cost of the program.

Net OPEB Liability and OPEB Expense

At June 30, 2021, the District reported a liability of \$302,553 for its proportionate share of the net OPEB liability for the MPP Program. The net OPEB liability was measured as of June 30, 2020, and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as of June 30, 2019. The District's proportion of the net OPEB liability was based on a projection of the District's long-term share of contributions to the OPEB Plan relative to the projected contributions of all participating school districts, actuarially determined. The District's proportionate share for the measurement period June 30, 2020 and June 30, 2019, was 0.0714% and 0.0730%, respectively, resulting in a net decrease in the proportionate share of 0.0016%.

For the year ended June 30, 2021, the District recognized OPEB expense of \$30,600.

Actuarial Methods and Assumptions

The June 30, 2020 total OPEB liability was determined by applying update procedures to the financial reporting actuarial valuation as of June 30, 2019, and rolling forward the total OPEB liability to June 30, 2020, using the assumptions listed in the following table:

Measurement Date	June 30, 2020	June 30, 2019
Valuation Date	June 30, 2019	June 30, 2018
Experience Study	July 1, 2014 through June 30, 2018	July 1, 2010 through June 30, 2015
Actuarial Cost Method	Entry age normal	Entry age normal
Investment Rate of Return	2.21%	3.50%
Medicare Part A Premium Cost Trend Rate	4.50%	3.70%
Medicare Part B Premium Cost Trend Rate	5.40%	4.10%

For the valuation as of June 30, 2019, CalSTRS uses a generational mortality assumption, which involves the use of a base mortality table and projection scales to reflect expected annual reductions in mortality rates at each age, resulting in increases in life expectancies each year into the future. The base mortality tables are CalSTRS custom tables derived to best fit the patterns of mortality among our members. The projection scale was set equal to 110% of the ultimate improvement factor from the Mortality Improvement Scale (MP-2019) table, issued by the Society of Actuaries.

Assumptions were made about future participation (enrollment) into the MPP Program because CalSTRS is unable to determine which members not currently participating meet all eligibility criteria for enrollment in the future. Assumed enrollment rates were derived based on past experience and are stratified by age with the probability of enrollment diminishing as the members' age increases. This estimated enrollment rate was then applied to the population of members who may meet criteria necessary for eligibility and are not currently enrolled in the MPP Program. Based on this, the estimated number of future enrollments used in the financial reporting valuation was 294 or an average of 0.18% of the potentially eligible population (159,339).

The MPP Program is funded on a pay-as-you-go basis with contributions generally being made at the same time and in the same amount as benefit payments and expenses coming due. Any funds within the MPP Program as of June 30, 2020, were to manage differences between estimated and actual amounts to be paid and were invested in the Surplus Money Investment Fund, which is a pooled investment program administered by the State Treasurer.

Discount Rate

The discount rate used to measure the total OPEB liability as of June 30, 2020, is 2.21%. As the MPP Program is funded on a pay-as-you-go basis as previously noted, the OPEB Plan's fiduciary net position was not projected to be sufficient to make projected future benefit payments. Therefore, a discount rate of 2.21%, which is the Bond Buyer 20-Bond GO Index from Bondbuyer.com as of June 30, 2020, was applied to all periods of projected benefit payments to measure the total OPEB liability. The discount rate decreased 1.29% from 3.50% as of June 30, 2019.

Sensitivity of the District's Proportionate Share of the Net OPEB Liability to Changes in the Discount Rate

The following presents the District's proportionate share of the net OPEB liability calculated using the current discount rate, as well as what the net OPEB liability would be if it were calculated using a discount rate that is one percent lower or higher than the current rate:

Discount Rate	Net OPEB Liability
1% decrease (1.21%)	\$ 334,556
Current discount rate (2.21%)	302,553
1% increase (3.21%)	275,320

Sensitivity of the District's Proportionate Share of the Net OPEB Liability to Changes in the Medicare Cost Trend Rates

The following presents the District's proportionate share of the net OPEB liability calculated using the Medicare cost trend rates, as well as what the net OPEB liability would be if it were calculated using Medicare cost trend rates that are one percent lower or higher than the current rates:

Medicare Costs Trend Rate	Net OPEB Liability
1% decrease (3.50% Part A and 4.40% Part B)	\$ 274,335
Current Medicare costs trend rate (4.50% Part A and 5.40% Part B)	302,553
1% increase (5.50% Part A and 6.40% Part B)	335,037

Note 10 - Fund Balances

Fund balances composed of the following elements:

	General Fund	Charter School Fund	Building Fund	Non-Major Governmental Funds	Total
Nonspendable					
Revolving cash	\$ 15,500	\$ -	\$ -	\$ -	\$ 15,500
Stores inventories	23,708	-	-	42,030	65,738
Total nonspendable	<u>39,208</u>	<u>-</u>	<u>-</u>	<u>42,030</u>	<u>81,238</u>
Restricted					
Legally restricted programs	1,636,689	405,814	-	1,901,809	3,944,312
Capital projects	-	-	19,167,940	1,185,863	20,353,803
Debt services	-	-	-	3,655,390	3,655,390
Total restricted	<u>1,636,689</u>	<u>405,814</u>	<u>19,167,940</u>	<u>6,743,062</u>	<u>27,953,505</u>
Committed					
Technology update	1,000,000	-	-	-	1,000,000
Textbook adoption	1,000,000	-	-	-	1,000,000
Set aside for economic downturn	5,313,838	-	-	-	5,313,838
TK expansion planning	2,000,000	-	-	-	2,000,000
Strategic planning	2,000,000	-	-	-	2,000,000
Total committed	<u>11,313,838</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>11,313,838</u>
Assigned					
Postemployment benefits	5,761	-	-	-	5,761
Deferred maintenance	5,295,457	-	-	-	5,295,457
LCAP carryover	903,082	-	-	-	903,082
Site donation accounts	200,000	-	-	-	200,000
Compensated Absences	50,000	-	-	-	50,000
CTE match requirement	68,000	-	-	-	68,000
Other	-	2,027,866	-	174,263	2,202,129
Total assigned	<u>6,522,300</u>	<u>2,027,866</u>	<u>-</u>	<u>174,263</u>	<u>8,724,429</u>
Unassigned					
Reserve for economic uncertainties	1,523,918	-	-	-	1,523,918
Total	<u>\$ 21,035,953</u>	<u>\$ 2,433,680</u>	<u>\$ 19,167,940</u>	<u>\$ 6,959,355</u>	<u>\$ 49,596,928</u>

Note 11 - Risk Management

Property and Liability

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees and natural disasters. During fiscal year ending June 30, 2021, the District contracted with SISC II for property and liability insurance coverage. Settled claims have not exceeded this commercial coverage in any of the past three years. There has not been a significant reduction in coverage from the prior year.

Workers' Compensation

For fiscal year 2021, the District participated in the SIPE, an insurance purchasing pool. The intent of the SIPE is to achieve the benefit of a reduced premium for the District by virtue of its grouping and representation with other participants in the SIPE. The workers' compensation experience of the participating districts is calculated as one experience and a common premium rate is applied to all districts in the name of SIPE. Each participant pays its workers' compensation premium based on its individual rate.

Employee Medical Benefits

The District has contracted with the SISC III to provide employee health benefits. Rates are set through an annual calculation process. The District pays a monthly contribution, which is placed in a common fund from which claim payments are made for all participating districts. Claims are paid for all participants regardless of claims flow. The Board of Directors has a right to return monies to a district subsequent to the settlement of all expenses and claims if a district withdraws from the pool.

Note 12 - Employee Retirement Systems

Qualified employees are covered under multiple-employer defined benefit pension plans maintained by agencies of the State of California. Academic employees are members of the California State Teachers' Retirement System (CalSTRS) and classified employees are members of the California Public Employees' Retirement System (CalPERS).

For the fiscal year ended June 30, 2021, the District reported its proportionate share of net pension liabilities, deferred outflows of resources, deferred inflows of resources, and pension expense for each of the above plans as follows:

Pension Plan	Net Pension Liability	Deferred Outflows of Resources	Deferred Inflows of Resources	Pension Expense
CalSTRS	\$ 39,706,122	\$ 8,855,161	\$ 2,945,106	\$ 5,034,937
CalPERS	14,185,955	2,442,133	302,864	2,735,746
Total	<u>\$ 53,892,077</u>	<u>\$ 11,297,294</u>	<u>\$ 3,247,970</u>	<u>\$ 7,770,683</u>

The details of each plan are as follows:

California State Teachers' Retirement System (CalSTRS)

Plan Description

The District contributes to the State Teachers Retirement Plan (STRP) administered by the California State Teachers' Retirement System (CalSTRS). STRP is a cost-sharing multiple-employer public employee retirement system defined benefit pension plan. Benefit provisions are established by State statutes, as legislatively amended, within the State Teachers' Retirement Law.

A full description of the pension plan regarding benefit provisions, assumptions (for funding, but not accounting purposes), and membership information is listed in the June 30, 2019, annual actuarial valuation report, Defined Benefit Program Actuarial Valuation. This report and CalSTRS audited financial information are publicly available reports that can be found on the CalSTRS website under Publications at: <http://www.calstrs.com/member-publications>.

Benefits Provided

The STRP provides retirement, disability and survivor benefits to beneficiaries. Benefits are based on members' final compensation, age, and years of service credit. Members hired on or before December 31, 2012, with five years of credited service are eligible for the normal retirement benefit at age 60. Members hired on or after January 1, 2013, with five years of credited service are eligible for the normal retirement benefit at age 62. The normal retirement benefit is equal to 2.0% of final compensation for each year of credited service.

The STRP is comprised of four programs: Defined Benefit Program, Defined Benefit Supplement Program, Cash Balance Benefit Program, and Replacement Benefits Program. The STRP holds assets for the exclusive purpose of providing benefits to members and beneficiaries of these programs. CalSTRS also uses plan assets to defray reasonable expenses of administering the STRP. Although CalSTRS is the administrator of the STRP, the State is the sponsor of the STRP and obligor of the trust. In addition, the State is both an employer and nonemployer contributing entity to the STRP.

The District contributes exclusively to the STRP Defined Benefit Program, thus disclosures are not included for the other plans.

The STRP provisions and benefits in effect at June 30, 2021, are summarized as follows:

	STRP Defined Benefit Program	
	On or before December 31, 2012	On or after January 1, 2013
Hire date	2% at 60	2% at 62
Benefit formula	5 years of service	5 years of service
Benefit vesting schedule	Monthly for life	Monthly for life
Benefit payments	60	62
Retirement age	2.0% - 2.4%	2.0% - 2.4%
Monthly benefits as a percentage of eligible compensation	10.25%	10.205%
Required employee contribution rate	16.15%	16.15%
Required employer contribution rate	10.328%	10.328%
Required state contribution rate		

Contributions

Required member, District, and State of California contributions rates are set by the California Legislature and Governor and detailed in Teachers' Retirement Law. The contributions rates are expressed as a level percentage of payroll using the entry age normal actuarial method. In accordance with AB 1469, employer contributions into the CalSTRS will be increasing to a total of 19.1% of applicable member earnings phased over a seven-year period. The contribution rates for each plan for the year ended June 30, 2021, are presented above and the District's total contributions were \$3,565,709.

Pension Liabilities, Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to Pensions

At June 30, 2021, the District reported a liability for its proportionate share of the net pension liability that reflected a reduction for State pension support provided to the District. The amount recognized by the District as its proportionate share of the net pension liability, the related State support and the total portion of the net pension liability that was associated with the District were as follows:

Total net pension liability, including State share	
Proportionate share of net pension liability	\$ 39,706,122
State's proportionate share of the net pension liability	20,468,511
Total	\$ 60,174,633

The net pension liability was measured as of June 30, 2020. The District's proportion of the net pension liability was based on a projection of the District's long-term share of contributions to the pension plan relative to the projected contributions of all participating school districts and the State, actuarially determined. The District's proportionate share for the measurement period June 30, 2020 and June 30, 2019, was 0.0410% and 0.0413%, respectively, resulting in a net decrease in the proportionate share of 0.0003%.

For the year ended June 30, 2021, the District recognized pension expense of \$5,034,937. In addition, the District recognized pension expense and revenue of \$2,867,437 for support provided by the State. At June 30, 2021, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension contributions subsequent to measurement date	\$ 3,565,709	\$ -
Change in proportion and differences between contributions made and District's proportionate share of contributions	404,292	1,825,325
Differences between projected and actual earnings on pension plan investments	943,188	-
Differences between expected and actual experience in the measurement of the total pension liability	70,063	1,119,781
Changes of assumptions	3,871,909	-
Total	\$ 8,855,161	\$ 2,945,106

The deferred outflows of resources related to pensions resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the subsequent fiscal year.

The deferred outflows/(inflows) of resources related to the difference between projected and actual earnings on pension plan investments will be amortized over a closed five-year period and will be recognized in pension expense as follows:

Year Ended June 30,	Deferred Outflows/(Inflows) of Resources
2022	\$ (575,528)
2023	321,362
2024	641,152
2025	556,202
Total	\$ 943,188

The deferred outflows/(inflows) of resources related to the change in proportion and differences between contributions made and District's proportionate share of contributions, differences between expected and actual experience in the measurement of the total pension liability, and changes of assumptions will be amortized over the Expected Average Remaining Service Life (EARSL) of all members that are provided benefits (active, inactive, and retirees) as of the beginning of the measurement period. The EARSL for the measurement period is seven years and will be recognized in pension expense as follows:

Year Ended June 30,	Deferred Outflows/(Inflows) of Resources
2022	\$ 717,935
2023	525,072
2024	689,239
2025	(218,784)
2026	(246,541)
Thereafter	(65,763)
Total	\$ 1,401,158

Actuarial Methods and Assumptions

Total pension liability for STRP was determined by applying update procedures to the financial reporting actuarial valuation as of June 30, 2019, and rolling forward the total pension liability to June 30, 2020. The financial reporting actuarial valuation as of June 30, 2019, used the following methods and assumptions, applied to all prior periods included in the measurement:

Valuation date	June 30, 2019
Measurement date	June 30, 2020
Experience study	July 1, 2015 through June 30, 2018
Actuarial cost method	Entry age normal
Discount rate	7.10%
Investment rate of return	7.10%
Consumer price inflation	2.75%
Wage growth	3.50%

CalSTRS uses a generational mortality assumption, which involves the use of a base mortality table and projection scales to reflect expected annual reductions in mortality rates at each age, resulting in increases in life expectancies each year into the future. The base mortality tables are CalSTRS custom tables derived to best fit the patterns of mortality among its members. The projection scale was set equal to 110% of the ultimate improvement factor from the Mortality Improvement Scale (MP-2019) table, issued by the Society of Actuaries.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. The best estimate ranges were developed using capital market assumptions from CalSTRS general investment consultant (Pension Consulting Alliance-PCA) as an input to the process. The actuarial investment rate of return assumption was adopted by the board in January 2020 in conjunction with the most recent experience study. For each future valuation, CalSTRS consulting actuary (Milliman) reviews the return assumption for reasonableness based on the most current capital market assumptions. Best estimates of 20-year geometrically-linked real rates of return and the assumed asset allocation for each major asset class for the year ended June 30, 2020, are summarized in the following table:

Asset Class	Assumed Asset Allocation	Long-Term Expected Real Rate of Return
Public equity	42%	4.8%
Fixed income	12%	1.3%
Real estate	15%	3.6%
Private equity	13%	6.3%
Risk mitigating strategies	10%	1.8%
Inflation sensitive	6%	3.3%
Cash/liquidity	2%	-0.4%

Discount Rate

The discount rate used to measure the total pension liability was 7.10%. The projection of cash flows used to determine the discount rate assumed the contributions from plan members and employers will be made at statutory contribution rates. Projected inflows from investment earnings were calculated using the long-term assumed investment rate of return (7.10%) and assuming that contributions, benefit payments and administrative expense occurred midyear. Based on these assumptions, the STRP's fiduciary net position was projected to be available to make all projected future benefit payments to current plan members. Therefore, the long-term assumed investment rate of return was applied to all periods of projected benefit payments to determine total pension liability.

The following presents the District's proportionate share of the net pension liability calculated using the current discount rate as well as what the net pension liability would be if it were calculated using a discount rate that is one percent lower or higher than the current rate:

Discount Rate	Net Pension Liability
1% decrease (6.10%)	\$ 59,990,420
Current discount rate (7.10%)	39,706,122
1% increase (8.10%)	22,958,578

California Public Employees Retirement System (CalPERS)

Plan Description

Qualified employees are eligible to participate in the School Employer Pool (SEP) under the California Public Employees' Retirement System (CalPERS), a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by CalPERS. Benefit provisions are established by State statutes, as legislatively amended, within the Public Employees' Retirement Law.

A full description of the pension plan regarding benefit provisions, assumptions (for funding, but not accounting purposes), and membership information is listed in the June 30, 2019 annual actuarial valuation report, Schools Pool Actuarial Valuation. This report and CalPERS audited financial information are publicly available reports that can be found on the CalPERS website under Forms and Publications at:

<https://www.calpers.ca.gov/page/forms-publications>.

Benefits Provided

CalPERS provides service retirement and disability benefits, annual cost of living adjustments, and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of service credit, a benefit factor, and the member's final compensation. Members hired on or before December 31, 2012, with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. Members hired on or after January 1, 2013, with five years of total service are eligible to retire at age 52 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after five years of service. The Basic Death Benefit is paid to any member's beneficiary if the member dies while actively employed. An employee's eligible survivor may receive the 1957 Survivor Benefit if the member dies while actively employed, is at least age 50 (or 52 for members hired on or after January 1, 2013), and has at least five years of credited service. The cost of living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

The CalPERS provisions and benefits in effect at June 30, 2021, are summarized as follows:

	School Employer Pool (CalPERS)	
	On or before December 31, 2012	On or after January 1, 2013
Hire date	On or before December 31, 2012	On or after January 1, 2013
Benefit formula	2% at 55	2% at 62
Benefit vesting schedule	5 years of service	5 years of service
Benefit payments	Monthly for life	Monthly for life
Retirement age	55	62
Monthly benefits as a percentage of eligible compensation	1.1% - 2.5%	1.0% - 2.5%
Required employee contribution rate	7.00%	7.00%
Required employer contribution rate	20.70%	20.70%

Contributions

Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Total plan contributions are calculated through the CalPERS annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The District is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. The contributions rates are expressed as percentage of annual payroll. The contribution rates for each plan for the year ended June 30, 2021, are presented above and the total District contributions were \$1,318,959.

Pension Liabilities, Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to Pensions

As of June 30, 2021, the District reported net pension liabilities for its proportionate share of the CalPERS net pension liability totaling \$14,185,955. The net pension liability was measured as of June 30, 2020. The District's proportion of the net pension liability was based on a projection of the District's long-term share of contributions to the pension plan relative to the projected contributions of all participating school districts, actuarially determined. The District's proportionate share for the measurement period June 30, 2020 and June 30, 2019, was 0.0462% and 0.0462%, respectively, resulting in no change in the proportionate share.

For the year ended June 30, 2021, the District recognized pension expense of \$2,735,746. At June 30, 2021, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension contributions subsequent to measurement date	\$ 1,318,959	\$ -
Change in proportion and differences between contributions made and District's proportionate share of contributions	72,267	302,864
Differences between projected and actual earnings on pension plan investments	295,307	-
Differences between expected and actual experience in the measurement of the total pension liability	703,580	-
Changes of assumptions	52,020	-
Total	\$ 2,442,133	\$ 302,864

The deferred outflows of resources related to pensions resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the subsequent fiscal year.

The deferred outflows/(inflows) of resources related to the difference between projected and actual earnings on pension plan investments will be amortized over a closed five-year period and will be recognized in pension expense as follows:

Year Ended June 30,	Deferred Outflows/(Inflows) of Resources
2022	\$ (110,511)
2023	98,571
2024	171,333
2025	135,914
Total	\$ 295,307

The deferred outflows/(inflows) of resources related to the change in proportion and differences between contributions made and District's proportionate share of contributions, differences between expected and actual experience in the measurement of the total pension liability, and changes of assumptions will be amortized over the Expected Average Remaining Service Life (EARSL) of all members that are provided benefits (active, inactive, and retirees) as of the beginning of the measurement period. The EARSL for the measurement period is 4.1 years and will be recognized in pension expense as follows:

Year Ended June 30,	Deferred Outflows/(Inflows) of Resources
2022	\$ 412,597
2023	144,621
2024	(27,547)
2025	(4,668)
Total	\$ 525,003

Actuarial Methods and Assumptions

Total pension liability for the SEP was determined by applying update procedures to the financial reporting actuarial valuation as of June 30, 2019, and rolling forward the total pension liability to June 30, 2020. The financial reporting actuarial valuation as of June 30, 2019, used the following methods and assumptions, applied to all prior periods included in the measurement:

Valuation date	June 30, 2019
Measurement date	June 30, 2020
Experience study	July 1, 1997 through June 30, 2015
Actuarial cost method	Entry age normal
Discount rate	7.15%
Investment rate of return	7.15%
Consumer price inflation	2.50%
Wage growth	Varies by entry age and service

The mortality table used was developed based on CalPERS-specific data. The table includes 15 years of mortality improvements using Society of Actuaries 90% of scale MP-2016.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all the funds' asset classes, expected compound returns were calculated over the short-term (first ten years) and the long-term (11+ years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the rounded single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equal to the single equivalent rate calculated above and adjusted to account for assumed administrative expenses. The target asset allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class	Assumed Asset Allocation	Long-Term Expected Real Rate of Return
Global equity	50%	5.98%
Fixed income	28%	2.62%
Inflation assets	0%	1.81%
Private equity	8%	7.23%
Real assets	13%	4.93%
Liquidity	1%	-0.92%

Discount Rate

The discount rate used to measure the total pension liability was 7.15%. The projection of cash flows used to determine the discount rate assumed the contributions from plan members and employers will be made at statutory contribution rates. Based on these assumptions, the School Employer Pool fiduciary net position was projected to be available to make all projected future benefit payments to current plan members. Therefore, the long-term assumed investment rate of return was applied to all periods of projected benefit payments to determine total pension liability.

The following presents the District’s proportionate share of the net pension liability calculated using the current discount rate as well as what the net pension liability would be if it were calculated using a discount rate that is one percent lower or higher than the current rate:

Discount Rate	Net Pension Liability
1% decrease (6.15%)	\$ 20,394,898
Current discount rate (7.15%)	14,185,955
1% increase (8.15%)	9,032,845

On Behalf Payments

The State of California makes contributions to CalSTRS on behalf of the District. These payments consist of State General Fund contributions to CalSTRS in the amount of \$2,316,429 (10.328% of annual payroll). Contributions are no longer appropriated in the annual Budget Act for the legislatively mandated benefits to CalPERS. Therefore, there is no on behalf contribution rate for CalPERS. Under accounting principles generally accepted in the United States of America, these amounts are to be reported as revenues and expenditures. Accordingly, these amounts have been recorded in these financial statements.

Note 13 - Commitments and Contingencies

Grants

The District received financial assistance from Federal and State agencies in the form of grants. The disbursement of funds received under these programs generally requires compliance with terms and conditions specified in the grant agreements and are subject to audit by the grantor agencies. Any disallowed claims resulting from such audits could become a liability of the General Fund or other applicable funds. However, in the opinion of management, any such disallowed claims will not have a material adverse effect on the overall financial position of the District at June 30, 2021.

Litigation

The District is involved in various litigation arising from the normal course of business. In the opinion of management and legal counsel, the disposition of all litigation pending is not expected to have a material adverse effect of the overall financial position of the District at June 30, 2021.

Construction Commitments

As of June 30, 2021, the District had the following commitments with respect to the unfinished capital projects:

Capital Project	Remaining Construction Commitment	Expected Date of Completion
Joe Nightingale - phase II	\$ 1,147,226	06/30/22
Lakeview - science classroom upgrade	15,874	06/30/22
Olga Reed - classroom modernization	129,979	06/30/22
Orcutt Academy High School - modernization	672,700	06/30/22
Orcutt Academy High School - science classroom renovation	784	06/30/22
Orcutt Academy High School - multi-purpose room	119,905	06/30/22
Orcutt Junior High School - science classroom renovation	7,202	06/30/22
Orcutt Junior High School - admin building	1,466,000	06/30/22
Pine Grove - parking lot	900,522	06/30/22
 Total	 <u>\$ 4,460,192</u>	

Note 14 - Participation in Joint Powers Authorities

The Orcutt Union School District participates in three joint ventures under joint powers agreements (JPAs): the Self-Insurance Program for Employees, the Self-Insured Schools of California II, and the Self-Insured Schools of California III. The relationships between the Orcutt Union School District and the JPAs are such that none of the JPAs are a component unit of the Orcutt Union School District for financial reporting purposes.

The JPAs are independently accountable for their fiscal matters. The insurance groups maintain their own accounting records. Budgets are not subject to any approval other than of the respective governing boards. Member districts share surpluses and deficits proportionately to their participation in the JPA.

Self-Insurance Program for Employees (SIPE)

SIPE was established to provide the services and other items necessary and appropriate for the development, operation, and maintenance of a self-insurance system for workers' compensation claims against the public educational agencies who are members thereof. The participants consist of the Office of the County Superintendent of Schools, school districts, and a community college. Each participant may appoint one representative to the governing board, the governing board is responsible for establishing premium rates and making budgeting decisions.

Self-Insured School of California II (SISC II)

SISC II arranges for and provides property and liability insurance for its member school districts. The Orcutt Union School District pays a premium commensurate with the level of coverage requested.

Self-Insured School of California III (SISC III)

SIPE III arranges for and provides health and welfare insurance for its member school districts. The Orcutt Union School District pays a premium commensurate with the level of health and welfare insurance provided.

The District made payments of \$288,814, \$502,627, and \$7,012,093 to SIPE, SISC II, and SISC III, respectively.

Note 15 - Restatement of Prior Year Net Position and Fund Balance

As of July 1, 2020, the District adopted GASB Statement No. 84, *Fiduciary Activities* (GASB 84). As a result of the implementation of GASB 84, the District has reclassified its associated student body activity previously reported as fiduciary funds to a governmental fund – Student Activity Fund. The following table describes the effects of the implementation on beginning fund balance/net position.

	Non-Major Governmental Funds	Total Governmental Funds
Beginning Fund Balance Previously Reported at June 30, 2020	\$ 11,629,982	\$ 55,057,264
Prior Period Adjustment - Implementation of GASB 84		
Reclassification of student activity funds from agency funds to a special revenue fund	37,632	37,632
Fund Balance Restated at July 1, 2020	\$ 11,667,614	\$ 55,094,896

The restatement of net position is identified as follows:

Governmental Activities	
Beginning Net Position Governmental Activities as Previously Reported at June 30, 2020	\$ (3,345,602)
Reclassification of student activity funds from agency funds to a special revenue fund	37,632
Net Position Restated at July 1, 2020	\$ (3,307,970)



Required Supplementary Information
June 30, 2021

Orcutt Union School District

Orcutt Union School District
 Budgetary Comparison Schedule – General Fund
 Year Ended June 30, 2021

	Budgeted Amounts		Actual	Variances -
	Original	Final		Positive (Negative)
				Final to Actual
Revenues				
Local Control Funding Formula	\$ 35,525,662	\$ 38,529,832	\$ 38,529,832	\$ -
Federal sources	1,944,880	4,097,103	4,048,106	(48,997)
Other State sources	3,631,016	5,297,038	5,297,037	(1)
Other local sources	3,394,350	3,034,779	3,105,825	71,046
Total revenues ¹	<u>44,495,908</u>	<u>50,958,752</u>	<u>50,980,800</u>	<u>22,048</u>
Expenditures				
Current				
Certificated salaries	19,462,900	19,485,004	19,485,004	-
Classified salaries	7,284,563	6,799,310	6,799,309	1
Employee benefits	11,841,568	13,546,097	13,546,098	(1)
Books and supplies	2,119,387	3,701,687	3,701,687	-
Services and operating expenditures	3,642,437	2,884,802	2,844,804	39,998
Other outgo	1,804,455	2,088,671	2,776,792	(688,121)
Capital outlay	169,410	21,353	21,353	-
Total expenditures ¹	<u>46,324,720</u>	<u>48,526,924</u>	<u>49,175,047</u>	<u>(648,123)</u>
Excess of Revenues				
Over Expenditures	<u>(1,828,812)</u>	<u>2,431,828</u>	<u>1,805,753</u>	<u>(626,075)</u>
Other Financing Sources (Uses)				
Transfers in	575,000	-	-	-
Transfers out	(427,398)	(1,622,213)	-	1,622,213
Net financing sources (uses)	<u>147,602</u>	<u>(1,622,213)</u>	<u>-</u>	<u>1,622,213</u>
Net Change in Fund Balances	(1,681,210)	809,615	1,805,753	996,138
Fund Balance - Beginning	<u>19,230,200</u>	<u>19,230,200</u>	<u>19,230,200</u>	<u>-</u>
Fund Balance - Ending	<u>\$ 17,548,990</u>	<u>\$ 20,039,815</u>	<u>\$ 21,035,953</u>	<u>\$ 996,138</u>

¹ Due to the consolidation of Fund 14, Deferred Maintenance Fund and Fund 20, Special Reserve Fund for Postemployment Benefits for reporting purposes into the General Fund, additional revenues and expenditures pertaining to these other funds are included in the Actual (GAAP Basis) revenues and expenditures, however are not included in the original and final General Fund budgets.

Orcutt Union School District
 Budgetary Comparison Schedule – Charter School Special Revenue Fund
 Year Ended June 30, 2021

	Budgeted Amounts		Actual	Variances - Positive (Negative)
	Original	Final		Final to Actual
Revenues				
Local Control Funding Formula	\$ 6,944,491	\$ 7,564,023	\$ 7,564,023	\$ -
Federal sources	-	302,550	302,550	-
Other State sources	563,824	907,744	907,744	-
Other local sources	175,481	123,128	123,130	2
Total revenues	<u>7,683,796</u>	<u>8,897,445</u>	<u>8,897,447</u>	<u>2</u>
Expenditures				
Current				
Certificated salaries	3,212,796	3,417,013	3,417,013	-
Classified salaries	494,903	506,153	506,153	-
Employee benefits	1,795,820	1,851,567	1,851,567	-
Books and supplies	367,568	472,808	472,808	-
Services and operating expenditures	2,380,979	2,160,243	2,160,243	-
Total expenditures	<u>8,252,066</u>	<u>8,407,784</u>	<u>8,407,784</u>	<u>-</u>
Net Change in Fund Balances	(568,270)	489,661	489,663	2
Fund Balance - Beginning	1,944,017	1,944,017	1,944,017	-
Fund Balance - Ending	<u>\$ 1,375,747</u>	<u>\$ 2,433,678</u>	<u>\$ 2,433,680</u>	<u>\$ 2</u>

Orcutt Union School District
Schedule of Changes in the District's Net OPEB Liability and Related Ratios
Year Ended June 30, 2021

	2021	2020	2019	2018
Total OPEB Liability				
Service cost	\$ 329,053	\$ 530,760	\$ 641,330	\$ 624,166
Interest	511,448	540,240	557,439	408,468
Difference between expected and actual experience	-	(253,337)	-	-
Changes of assumptions	-	(442,521)	(787,928)	-
Benefit payments	(964,186)	(736,117)	(662,926)	(637,429)
Net change in total OPEB liability	(123,685)	(360,975)	(252,085)	395,205
Total OPEB Liability - Beginning	10,546,518	10,907,493	11,159,578	10,764,373
Total OPEB Liability - Ending (a)	<u>\$ 10,422,833</u>	<u>\$ 10,546,518</u>	<u>\$ 10,907,493</u>	<u>\$ 11,159,578</u>
Plan Fiduciary Net Position				
Employer Contributions	\$ 3,134,186	\$ 1,586,117	\$ 4,077,328	\$ 637,429
Actual Investment Income	715,785	192,259	85,360	-
Investment Gains/(Losses)	-	31,230	(74,788)	-
Benefit payments	(964,186)	(736,117)	(662,926)	(637,429)
Administrative expense	(14,282)	(9,598)	-	-
Net change in plan fiduciary net position	2,871,503	1,063,891	3,424,974	-
Plan Fiduciary Net Position - Beginning	4,488,865	3,424,974	-	-
Plan Fiduciary Net Position - Ending (b)	<u>\$ 7,360,368</u>	<u>\$ 4,488,865</u>	<u>\$ 3,424,974</u>	<u>\$ -</u>
Net OPEB Liability - Ending (a) - (b)	<u>\$ 3,062,465</u>	<u>\$ 6,057,653</u>	<u>\$ 7,482,519</u>	<u>\$ 11,159,578</u>
Plan Fiduciary Net Position as a Percentage of the Total OPEB Liability	70.62%	42.56%	31.40%	0.00%
Covered Payroll	N/A ¹	N/A ¹	N/A ¹	N/A ¹
Net OPEB Liability as a Percentage of Covered Payroll	N/A ¹	N/A ¹	N/A ¹	N/A ¹
Measurement Date	June 30, 2021	June 30, 2020	June 30, 2019	June 30, 2018

¹ The District's OPEB Plan is administered through a trust, however, contributions are not made based on a measure of pay. Therefore, no measure of payroll is presented.

Note: In the future, as data becomes available, ten years of information will be presented.

Orcutt Union School District
Schedule of the District's Proportionate Share of the Net OPEB Liability – MPP Program
Year Ended June 30, 2021

Year ended June 30,	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>
Proportion of the net OPEB liability	<u>0.0714%</u>	<u>0.0730%</u>	<u>0.0753%</u>	<u>0.0754%</u>
Proportionate share of the net OPEB liability	<u>\$ 302,553</u>	<u>\$ 271,953</u>	<u>\$ 288,222</u>	<u>\$ 317,280</u>
Covered payroll	<u>N/A¹</u>	<u>N/A¹</u>	<u>N/A¹</u>	<u>N/A¹</u>
Proportionate share of the net OPEB liability as a percentage of it's covered payroll	<u>N/A¹</u>	<u>N/A¹</u>	<u>N/A¹</u>	<u>N/A¹</u>
Plan fiduciary net position as a percentage of the total OPEB liability	<u>-0.71%</u>	<u>-0.81%</u>	<u>-0.40%</u>	<u>0.01%</u>
Measurement Date	June 30, 2020	June 30, 2019	June 30, 2018	June 30, 2017

¹ As of June 30, 2012, active members are no longer eligible for future enrollment in the MPP Program; therefore, the covered payroll disclosure is not applicable.

Note : In the future, as data becomes available, ten years of information will be presented.

Orcutt Union School District
Schedule of the District's Proportionate Share of the Net Pension Liability
Year Ended June 30, 2021

	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>
CalSTRS					
Proportion of the net pension liability	0.0410%	0.0413%	0.0420%	0.0417%	0.0443%
Proportionate share of the net pension liability	\$ 39,706,122	\$ 37,283,867	\$ 38,556,718	\$ 38,523,730	\$ 35,807,180
State's proportionate share of the net pension liability	20,468,511	20,340,839	22,075,524	22,790,313	20,384,389
Total	<u>\$ 60,174,633</u>	<u>\$ 57,624,706</u>	<u>\$ 60,632,242</u>	<u>\$ 61,314,043</u>	<u>\$ 56,191,569</u>
Covered payroll	<u>\$ 22,134,784</u>	<u>\$ 22,448,262</u>	<u>\$ 22,311,247</u>	<u>\$ 23,242,234</u>	<u>\$ 20,829,795</u>
Proportionate share of the net pension liability as a percentage of its covered payroll	<u>179.38%</u>	<u>166.09%</u>	<u>172.81%</u>	<u>165.75%</u>	<u>171.90%</u>
Plan fiduciary net position as a percentage of the total pension liability	<u>72%</u>	<u>73%</u>	<u>71%</u>	<u>69%</u>	<u>70%</u>
Measurement Date	June 30, 2020	June 30, 2019	June 30, 2018	June 30, 2017	June 30, 2016
CalPERS					
Proportion of the net pension liability	0.0462%	0.0462%	0.0456%	0.0455%	0.0477%
Proportionate share of the net pension liability	\$ 14,185,955	\$ 13,456,107	\$ 12,145,090	\$ 10,865,013	\$ 9,420,506
Covered payroll	<u>\$ 6,665,068</u>	<u>\$ 6,399,828</u>	<u>\$ 6,075,848</u>	<u>\$ 9,790,855</u>	<u>\$ 5,610,720</u>
Proportionate share of the net pension liability as a percentage of its covered payroll	<u>212.84%</u>	<u>210.26%</u>	<u>199.89%</u>	<u>110.97%</u>	<u>167.90%</u>
Plan fiduciary net position as a percentage of the total pension liability	<u>70%</u>	<u>70%</u>	<u>71%</u>	<u>72%</u>	<u>74%</u>
Measurement Date	June 30, 2020	June 30, 2019	June 30, 2018	June 30, 2017	June 30, 2016

Note : In the future, as data becomes available, ten years of information will be presented.

Orcutt Union School District
Schedule of the District's Proportionate Share of the Net Pension Liability
Year Ended June 30, 2021

	2016	2015
CaSTRS		
Proportion of the net pension liability	0.0452%	0.0426%
Proportionate share of the net pension liability	\$ 30,402,486	\$ 24,868,700
State's proportionate share of the net pension liability	16,079,564	15,016,795
Total	\$ 46,482,050	\$ 39,885,495
Covered payroll	\$ 20,005,788	23,953,830
Proportionate share of the net pension liability as a percentage of its covered payroll	151.97%	103.82%
Plan fiduciary net position as a percentage of the total pension liability	74%	77%
Measurement Date	June 30, 2015	June 30, 2014
CaPERS		
Proportion of the net pension liability	0.0473%	0.0463%
Proportionate share of the net pension liability	\$ 6,971,325	\$ 5,260,178
Covered payroll	\$ 5,023,048	5,942,471
Proportionate share of the net pension liability as a percentage of its covered payroll	138.79%	88.52%
Plan fiduciary net position as a percentage of the total pension liability	79%	83%
Measurement Date	June 30, 2015	June 30, 2014

Note : In the future, as data becomes available, ten years of information will be presented.

Orcutt Union School District
Schedule of the District Contributions
Year Ended June 30, 2021

	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>
CalSTRS					
Contractually required contribution	\$ 3,565,709	\$ 3,785,048	\$ 3,654,577	\$ 3,219,513	\$ 2,923,873
Less contributions in relation to the contractually required contribution	<u>3,565,709</u>	<u>3,785,048</u>	<u>3,654,577</u>	<u>3,219,513</u>	<u>2,923,873</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Covered payroll	<u>\$ 22,078,693</u>	<u>\$ 22,134,784</u>	<u>\$ 22,448,262</u>	<u>\$ 22,311,247</u>	<u>\$ 23,242,234</u>
Contributions as a percentage of covered payroll	<u>16.15%</u>	<u>17.10%</u>	<u>16.28%</u>	<u>14.43%</u>	<u>12.58%</u>
CalPERS					
Contractually required contribution	\$ 1,318,959	\$ 1,314,418	\$ 1,155,937	\$ 943,640	\$ 1,359,754
Less contributions in relation to the contractually required contribution	<u>1,318,959</u>	<u>1,314,418</u>	<u>1,155,937</u>	<u>943,640</u>	<u>1,359,754</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Covered payroll	<u>\$ 6,371,783</u>	<u>\$ 6,665,068</u>	<u>\$ 6,399,828</u>	<u>\$ 6,075,848</u>	<u>\$ 9,790,855</u>
Contributions as a percentage of covered payroll	<u>20.700%</u>	<u>19.721%</u>	<u>18.062%</u>	<u>15.531%</u>	<u>13.888%</u>

Note : In the future, as data becomes available, ten years of information will be presented.

Orcutt Union School District
Schedule of the District Contributions
Year Ended June 30, 2021

	2016	2015
CaSTRS		
Contractually required contribution	\$ 2,235,037	\$ 1,776,514
Less contributions in relation to the contractually required contribution	2,235,037	1,776,514
Contribution deficiency (excess)	\$ -	\$ -
Covered payroll	\$ 20,829,795	\$ 20,005,788
Contributions as a percentage of covered payroll	10.73%	8.88%
CaIPERS		
Contractually required contribution	\$ 664,702	\$ 591,263
Less contributions in relation to the contractually required contribution	664,702	591,263
Contribution deficiency (excess)	\$ -	\$ -
Covered payroll	\$ 5,610,720	\$ 5,023,048
Contributions as a percentage of covered payroll	11.847%	11.771%

Note : In the future, as data becomes available, ten years of information will be presented.

Note 1 - Purpose of Schedules

Budgetary Comparison Schedules

The District employs budget control by object codes and by individual appropriation accounts. Budgets are prepared on the modified accrual basis of accounting in accordance with accounting principles generally accepted in the United State of America as prescribed by the Governmental Accounting Standards Board and provisions of the California *Education Code*. The governing board is required to hold a public hearing and adopt an operating budget no later than July 1 of each year. The adopted budget is subject to amendment throughout the year to give consideration to unanticipated revenue and expenditures primarily resulting from events unknown at the time of budget adoption with the legal restriction that expenditures cannot exceed appropriations by major object account.

The amounts reported as the original budgeted amounts in the budgetary statements reflect the amounts when the original appropriations were adopted. The amounts reported as the final budgeted amounts in the budgetary statements reflect the amounts after all budget amendments have been accounted for.

These schedules present information for the original and final budgets and actual results of operations, as well as the variances from the final budget to actual results of operations.

Schedule of Changes in the District's Net OPEB Liability and Related Ratios

This schedule presents information on the District's changes in the net OPEB liability, including beginning and ending balances, the plan's fiduciary net position, and the net OPEB liability. In the future, as data becomes available, ten years of information will be presented.

- *Changes in Benefit Terms* – There were no changes in benefit terms since the previous valuation.
- *Changes of Assumptions* – There were no changes in changes of assumptions since the previous valuation.

Schedule of the District's Proportionate Share of the Net OPEB Liability - MPP Program

This schedule presents information on the District's proportionate share of the net OPEB Liability - MPP Program and the plans' fiduciary net position. In the future, as data becomes available, ten years of information will be presented.

- *Changes in Benefit Terms* – There were no changes in the benefit terms since the previous valuation.
- *Changes of Assumptions* – The plan rate of investment return assumption was changed from 3.50% to 2.21% since the previous valuation.

Schedule of the District's Proportionate Share of the Net Pension Liability

This schedule presents information on the District's proportionate share of the net pension liability (NPL), the plans' fiduciary net position and, when applicable, the State's proportionate share of the NPL associated with the District. In the future, as data becomes available, ten years of information will be presented.

- *Changes in Benefit Terms* – There were no changes in benefit terms since the previous valuations for both CalSTRS and CalPERS.
- *Changes of Assumptions* – There were no changes in economic assumptions for either the CalSTRS or CalPERS plans from the previous valuations.

Schedule of District Contributions

This schedule presents information on the District's required contribution, the amounts actually contributed, and any excess or deficiency related to the required contribution. In the future, as data becomes available, ten years of information will be presented.



Supplementary Information
June 30, 2021

Orcutt Union School District

Orcutt Union School District
Schedule of Expenditures of Federal Awards
Year Ended June 30, 2021

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal Financial Assistance Listing/Federal CFDA Number	Pass-Through Entity Identifying Number	Federal Expenditures
U.S. Department of Education			
Passed Through Santa Barbara County Special Education Local Plan Area			
Special Education Cluster			
Special Education Grants to States - Basic Local Assistance	84.027	13379	970,917
Special Education Preschool Grants	84.173	13430	<u>38,641</u>
Total Special Education Cluster			<u>1,009,558</u>
Title II, Part A, Supporting Effective Instruction	84.367	14341	37,129
Title I Grants to Local Educational Agencies - Basic Grants Low-Income Neglected	84.010	14329	529,175
Title III - Limited English Proficient (LEP) Student Program	84.365	14346	50,557
Title IV, Part A, Student Support and Academic Enrichment Grants	84.424	15396	<u>17,889</u>
Child Care and Development Fund Cluster			
COVID-19 Child Care and Development Block Grant	93.575	15555	<u>13,230</u>
COVID-19 Elementary and Secondary School Emergency Relief (ESSER) Fund	84.425D	15536	374,233
COVID-19 Elementary and Secondary School Emergency Relief II (ESSER II) Fund	84.425D	15547	41,250
COVID-19 Governor's Emergency Education Relief (GEER) Fund	84.425C	15517	31,440
COVID-19 CARES Act Supplemental Meal Reimbursement	84.425C	15535	<u>60,614</u>
Subtotal			<u>507,537</u>
Total U.S. Department of Education			<u>2,165,075</u>
U.S. Department of Treasury			
Passed through California Department of Education			
COVID-19 Coronavirus Relief Fund	21.019	25516	<u>2,259,425</u>
U.S. Department of Agriculture			
Passed Through California Department of Education			
Child Nutrition Cluster			
National School Lunch Program	10.555	13391	888,922
School Breakfast Program - Especially Needy Breakfast	10.553	13526	559,883
National School Lunch Program - Commodity Supplemental Food	10.555	13391	<u>247,521</u>
Total Child Nutrition Cluster			<u>1,696,326</u>
Total Federal Financial Assistance			<u><u>\$ 6,120,826</u></u>

ORGANIZATION

The Orcutt Union School District was established in 1884 and consists of an area comprising approximately 69.69 square miles. The District operates eight elementary schools, with grades kindergarten through eight, and one charter school, with grades kindergarten through twelve. There were no boundary changes during the current year.

GOVERNING BOARD

MEMBER	OFFICE	TERM EXPIRES
Melanie Waffle	President	2022
Mark Steller	Clerk	2022
Lisa Morinini	Member	2024
Liz Phillips	Member	2024
Shaun Henderson	Member	2022

ADMINISTRATION

NAME	TITLE
Dr. Holly Edds, Ed.D.	Superintendent
Ms. Susan Salucci	Assistant Superintendent, Human Resources
Mr. Joseph Dana	Assistant Superintendent, Educational Services
Dr. Nicholas Taylor	Assistant Superintendent, Business Services

Orcutt Union School District
 Schedule of Instructional Time
 Year Ended June 30, 2021

Grade Level	Number of Actual Days		Number of Days Credited Form J-13A	Total Days Offered	Status
	Traditional Calendar	Multitrack Calendar			
Kindergarten	180	N/A	-	180	Complied
Grades 1 - 3					
Grade 1	180	N/A	-	180	Complied
Grade 2	180	N/A	-	180	Complied
Grade 3	180	N/A	-	180	Complied
Grades 4 - 8					
Grade 4	180	N/A	-	180	Complied
Grade 5	180	N/A	-	180	Complied
Grade 6	180	N/A	-	180	Complied
Grade 7	180	N/A	-	180	Complied
Grade 8	180	N/A	-	180	Complied

Orcutt Academy Charter School

Grade Level	Number of Actual Days		Number of Days Credited Form J-13A	Total Days Offered	Status
	Traditional Calendar	Multitrack Calendar			
Kindergarten	180	N/A	-	180	Complied
Grades 1 - 3					
Grade 1	180	N/A	-	180	Complied
Grade 2	180	N/A	-	180	Complied
Grade 3	180	N/A	-	180	Complied
Grades 4 - 8					
Grade 4	180	N/A	-	180	Complied
Grade 5	180	N/A	-	180	Complied
Grade 6	180	N/A	-	180	Complied
Grade 7	180	N/A	-	180	Complied
Grade 8	180	N/A	-	180	Complied
Grades 9 - 12					
Grade 9	180	N/A	-	180	Complied
Grade 10	180	N/A	-	180	Complied
Grade 11	180	N/A	-	180	Complied
Grade 12	180	N/A	-	180	Complied

Orcutt Union School District
Reconciliation of Annual Financial and Budget Report with Audited Financial Statements
Year Ended June 30, 2021

There were no adjustments to the Unaudited Actual Financial Report, which required reconciliation to the audited financial statements at June 30, 2021.

Orcutt Union School District
Schedule of Financial Trends and Analysis
Year Ended June 30, 2021

	(Budget) 2022 ¹	2021	2020	2019
General Fund ³				
Revenues	\$ 53,994,349	\$ 50,958,752	\$ 49,846,953	\$ 50,677,579
Other sources	-	-	-	47,087
Total Revenues and Other Sources	53,994,349	50,958,752	49,846,953	50,724,666
Expenditures	50,484,839	46,331,388	44,119,920	48,344,562
Other uses and transfers out	2,881,707	3,777,749	2,853,575	-
Total Expenditures and Other Uses	53,366,546	50,109,137	46,973,495	48,344,562
Increase/(Decrease) in Fund Balance	627,803	849,615	2,873,458	2,380,104
Ending Fund Balance	<u>\$ 16,362,539</u>	<u>\$ 15,734,736</u>	<u>\$ 14,885,121</u>	<u>\$ 12,011,663</u>
Available Reserves ²	<u>\$ 1,610,000</u>	<u>\$ 1,523,918</u>	<u>\$ 1,409,204</u>	<u>\$ 1,449,829</u>
Available Reserves as a Percentage of Total Outgo	<u>3.02%</u>	<u>3.04%</u>	<u>3.00%</u>	<u>3.26%</u>
Long-Term Liabilities	<u>N/A</u>	<u>\$ 108,800,356</u>	<u>\$ 102,987,935</u>	<u>\$ 84,368,127</u>
K-12 Average Daily Attendance at P-2 ⁴	<u>4,112</u>	<u>4,105</u>	<u>4,105</u>	<u>4,180</u>

The General Fund balance has increased by \$3,723,073 over the past two years. The fiscal year 2021-2022 budget projects a further increase of \$627,803 (3.99%). For a district this size, the State recommends available reserves of at least 3% of total General Fund expenditures, transfers out, and other uses (total outgo).

The District has incurred operating surpluses in all of the past three years and anticipates incurring an operating surplus during the 2021-2022 fiscal year. Total long-term liabilities have increased by \$24,432,229 over the past two years.

Average daily attendance has decreased by 75 over the past two years. Growth of 7 ADA is anticipated during fiscal year 2021-2022.

¹ Budget 2022 is included for analytical purposes only and has not been subjected to audit.

² Available reserves consist of all unassigned fund balances including all amounts reserved for economic uncertainties contained with the General Fund.

³ General Fund amounts do not include activity related to the consolidation of the Deferred Maintenance Fund and Special Reserve Fund for Postemployment Benefits as required by GASB Statement No. 54.

⁴ Does not include Charter School.

Orcutt Union School District
Schedule of Charter Schools
Year Ended June 30, 2021

<u>Name of Charter School</u>	<u>Charter Number</u>	<u>Included in Audit Report</u>
Orcutt Academy Charter	0967	Yes

Orcutt Union School District
Combining Balance Sheet – Non-Major Governmental Funds
June 30, 2021

	Student Activity Fund	Child Development Fund	Cafeteria Fund	Capital Facilities Fund	Special Reserve Fund for Capital Outlay Projects	Bond Interest and Redemption Fund	Total Non-Major Governmental Funds
Assets							
Deposits and investments	\$ 23,451	\$ 4,252	\$ 1,637,627	\$ 1,185,736	\$ 174,611	\$ 3,652,199	\$ 6,677,876
Receivables	-	38,867	329,271	40,171	165	3,191	411,665
Stores inventories	-	-	42,030	-	-	-	42,030
Total assets	\$ 23,451	\$ 43,119	\$ 2,008,928	\$ 1,225,907	\$ 174,776	\$ 3,655,390	\$ 7,131,571
Liabilities and Fund Balances							
Liabilities							
Accounts payable	\$ -	\$ -	\$ 42,630	\$ -	\$ 513	-	\$ 43,143
Due to other funds	-	3,796	59,441	40,044	-	-	103,281
Unearned revenue	-	25,792	-	-	-	-	25,792
Total liabilities	-	29,588	102,071	40,044	513	-	172,216
Fund Balances							
Nonspendable	-	-	42,030	-	-	-	42,030
Restricted	23,451	13,531	1,864,827	1,185,863	-	3,655,390	6,743,062
Assigned	-	-	-	-	174,263	-	174,263
Total fund balances	23,451	13,531	1,906,857	1,185,863	174,263	3,655,390	6,959,355
Total liabilities and fund balances	\$ 23,451	\$ 43,119	\$ 2,008,928	\$ 1,225,907	\$ 174,776	\$ 3,655,390	\$ 7,131,571

Orcutt Union School District

Combining Statement of Revenues, Expenditures, and Changes in Fund Balances – Non-Major Governmental Funds
Year Ended June 30, 2021

	Student Activity Fund	Child Development Fund	Cafeteria Fund	Capital Facilities Fund	County School Facilities Fund	Special Reserve Fund for Capital Outlay Projects	Bond Interest and Redemption Fund	Total Non-Major Governmental Funds
Revenues								
Federal sources	\$ -	\$ 13,230	\$ 1,756,940	\$ -	\$ -	\$ -	\$ -	\$ 1,770,170
Other State sources	-	248,240	563,645	-	-	-	20,422	832,307
Other local sources	3,268	302	9,644	1,350,852	-	921	2,287,484	3,652,471
Total revenues	3,268	261,772	2,330,229	1,350,852	-	921	2,307,906	6,254,948
Expenditures								
Current								
Instruction	-	212,045	-	-	-	-	-	212,045
Instruction-related activities								
Supervision of instruction	-	9,132	-	-	-	-	-	9,132
School site administration	-	18,199	-	-	-	-	-	18,199
Pupil services								
Food services	-	-	1,916,115	-	-	-	-	1,916,115
Administration								
All other administration	-	8,865	58,000	40,044	-	-	-	106,909
Plant services	-	-	173	-	-	-	-	173
Ancillary services	17,449	-	-	-	-	-	-	17,449
Facility acquisition and construction	-	-	-	950	-	3,239	-	4,189
Debt service								
Principal	-	-	-	-	-	-	1,570,000	1,570,000
Interest and other	-	-	-	-	-	-	1,924,367	1,924,367
Total expenditures	17,449	248,241	1,974,288	40,994	-	3,239	3,494,367	5,778,578
Excess (Deficiency) of Revenues Over Expenditures	(14,181)	13,531	355,941	1,309,858	-	(2,318)	(1,186,461)	476,370
Other Financing Sources (Uses)								
Other sources	-	-	-	-	-	-	769,545	769,545
Net Change in Fund Balances	(14,181)	13,531	355,941	(4,644,316)	-	(2,318)	(416,916)	(4,708,259)
Fund Balance - Beginning	37,632	-	1,550,916	5,830,179	-	176,581	4,072,306	11,667,614
Fund Balance - Ending	\$ 23,451	\$ 13,531	\$ 1,906,857	\$ 1,185,863	\$ -	\$ 174,263	\$ 3,655,390	\$ 6,959,355

Note 1 - Purpose of Schedules

Schedule of Expenditures of Federal Awards (SEFA)

Basis of Presentation

The accompanying schedule of expenditures of federal awards (the schedule) includes the federal award activity of the District under programs of the federal government for the year ended June 30, 2021. The information is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the schedule presents only a selected portion of the operations of the District, it is not intended to and does not present the financial position, or changes in net position or fund balance.

Summary of Significant Accounting Policies

Expenditures reported in the schedule are reported on the modified accrual basis of accounting. When applicable, such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. No federal financial assistance has been provided to a subrecipient.

Indirect Cost Rate

The District has not elected to use the ten percent de minimis cost rate.

Food Donation

Nonmonetary assistance is reported in this schedule at the fair market value of the commodities received and disbursed. At June 30, 2021, the District had no food commodities in inventory.

Local Education Agency Organization Structure

This schedule provides information about the District's boundaries and schools operated, members of the governing board, and members of the administration.

Schedule of Instructional Time

This schedule presents information on the number of instructional days offered by the District and whether the District complied with the provisions of *Education Code* Section 43504.

Reconciliation of Annual Financial and Budget Report With Audited Financial Statements

This schedule provides the information necessary to reconcile the fund balance of all funds reported on the Unaudited Actual Financial Report to the audited financial statements.

Schedule of Financial Trends and Analysis

This schedule discloses the District's financial trends by displaying past years' data along with current year budget information. These financial trend disclosures are used to evaluate the District's ability to continue as a going concern for a reasonable period of time.

Schedule of Charter Schools

This schedule lists all Charter Schools chartered by the District, and displays information for each Charter School on whether or not the Charter School is included in the School District audit.

Non-Major Governmental Funds - Balance Sheet and Statement of Revenues, Expenditures, and Changes in Fund Balances

The Non-Major Governmental Funds Combining Balance Sheet and Combining Statement of Revenues, Expenditures, and Changes in Fund Balances is included to provide information regarding the individual funds that have been included in the Non-Major Governmental Funds column on the Governmental Funds Balance Sheet and Statement of Revenues, Expenditures, and Changes in Fund Balances.



Independent Auditor's Reports
June 30, 2021

Orcutt Union School District



Independent Auditor’s Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

To the Board of Directors
Orcutt Union School District
Orcutt, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Orcutt Union School District (the District), as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the District’s basic financial statements and have issued our report thereon dated March 29, 2022.

Emphasis of Matter – Change in Accounting Principle

As discussed in Notes 1 and 15 to the financial statements, the District has adopted the provisions of GASB Statement No. 84, *Fiduciary Activities*, which has resulted in a restatement of the net position and fund balance as of July 1, 2020. Our opinions are not modified with respect to this matter.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District’s internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District’s internal control. Accordingly, we do not express an opinion on the effectiveness of the District’s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District’s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity’s internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity’s internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in cursive script that reads "Eide Bailly LLP".

Rancho Cucamonga, California
March 29, 2022



Independent Auditor’s Report on Compliance for the Major Federal Program; Report on Internal Control Over Compliance Required by the Uniform Guidance

To the Board of Directors
Orcutt Union School District
Orcutt, California

Report on Compliance for the Major Federal Program

We have audited Orcutt Union School District’s (the District) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on the District’s major federal program for the year ended June 30, 2021. The District’s major federal program is identified in the summary of auditor’s results section of the accompanying schedule of findings and questioned costs.

Management’s Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor’s Responsibility

Our responsibility is to express an opinion on compliance for the District’s major federal program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the District’s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the major federal program. However, our audit does not provide a legal determination of the District’s compliance.

Opinion on the Major Federal Program

In our opinion, the District’s complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended June 30, 2021.

Report on Internal Control over Compliance

Management of the District is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the District's internal control over compliance with the types of requirements that could have a direct and material effect on the major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for the major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the District's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

The image shows a handwritten signature in cursive script that reads "Eide Bailly LLP". The signature is written in black ink and is positioned above the printed name and date.

Rancho Cucamonga, California
March 29, 2022



Independent Auditor's Report on State Compliance

To the Board of Directors
Orcutt Union School District
Orcutt, California

Report on State Compliance

We have audited Orcutt Union School District's (the District) compliance with the types of compliance requirements described in the *2020-2021 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, applicable to the state laws and regulations listed in the table below for the year ended June 30, 2021.

Management's Responsibility

Management is responsible for compliance with the state laws and regulations as identified in the table below.

Auditor's Responsibility

Our responsibility is to express an opinion on the District's compliance with state laws and regulations based on our audit of the types of compliance requirements referred to below. We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of the *2020-2021 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the compliance requirements listed below has occurred. An audit includes examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on state compliance. However, our audit does not provide a legal determination of the District's compliance.

Compliance Requirements Tested

In connection with the audit referred to above, we selected and tested transactions and records to determine the District’s compliance with laws and regulations applicable to the following items:

	<u>Procedures Performed</u>
LOCAL EDUCATION AGENCIES OTHER THAN CHARTER SCHOOLS	
Attendance and Distance Learning	Yes
Teacher Certification and Misassignments	Yes
Kindergarten Continuance	Yes
Instructional Time	Yes
Instructional Materials	Yes
Ratios of Administrative Employees to Teachers	Yes
Classroom Teacher Salaries	Yes
Early Retirement Incentive	No, see below
Gann Limit Calculation	Yes
School Accountability Report Card	Yes
K-3 Grade Span Adjustment	Yes
Apprenticeship: Related and Supplemental Instruction	No, see below
Comprehensive School Safety Plan	Yes
District of Choice	No, see below
 SCHOOL DISTRICTS, COUNTY OFFICES OF EDUCATION, AND CHARTER SCHOOLS	
California Clean Energy Jobs Act	No, see below
Proper Expenditure of Education Protection Account Funds	Yes
Unduplicated Local Control Funding Formula Pupil Counts	Yes
Independent Study - Course Based	No, see below
 CHARTER SCHOOLS	
Attendance	Yes
Mode of Instruction	Yes
Nonclassroom-Based Instruction/Independent Study	No, see below
Determination of Funding for Nonclassroom-Based Instruction	No, see below
Charter School Facility Grant Program	No, see below

The District did not offer an Early Retirement Incentive Program during the current year; therefore, we did not perform procedures related to the Early Retirement Incentive Program.

We did not perform Apprenticeship: Related and Supplemental Instruction procedures because the program is not offered by the District.

We did not perform District of Choice procedures because the program is not offered by the District.

We did not perform California Clean Energy Jobs Act procedures because the related procedures were performed in a previous year.

The District does not offer an Independent Study - Course Based program; therefore, we did not perform any procedures related to the Independent Study - Course Based Program.

We did not perform procedures for the Nonclassroom-Based Instruction/Independent Study for Charter Schools because the ADA was under the level that requires testing

Additionally, we did not perform procedures for the Charter School Facility Grant Program because the District did not receive funding for this program.

Unmodified Opinion

In our opinion, the District complied, in all material respects, with the laws and regulations of the state programs referred to above for the year ended June 30, 2021.

The purpose of this report on state compliance is solely to describe the results of our testing based on the requirements of the *2020-2021 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. Accordingly, this report is not suitable for any other purpose.

A handwritten signature in black ink that reads "Eide Bailly LLP". The signature is written in a cursive, flowing style.

Rancho Cucamonga, California
March 29, 2022



Schedule of Findings and Questioned Costs
June 30, 2021

Orcutt Union School District

Financial Statements

Type of auditor's report issued	Unmodified
Internal control over financial reporting	
Material weaknesses identified	No
Significant deficiencies identified not considered to be material weaknesses	None Reported
Noncompliance material to financial statements noted?	No

Federal Awards

Internal control over major program	
Material weaknesses identified	No
Significant deficiencies identified not considered to be material weaknesses	None Reported
Type of auditor's report issued on compliance for major programs	Unmodified
Any audit findings disclosed that are required to be reported in accordance with Uniform Guidance 2 CFR 200.516(a)	No

Identification of major programs

<u>Name of Federal Program or Cluster</u>	<u>Federal Financial Assistance Listing/ Federal CFDA Number</u>
COVID-19 Coronavirus Relief Fund	21.019
Dollar threshold used to distinguish between type A and type B programs	\$ 750,000
Auditee qualified as low-risk auditee?	Yes

State Compliance

Type of auditor's report issued on compliance for programs	Unmodified
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None reported.

None reported.

None reported.

There were no audit findings reported in the prior year's Schedule of Findings and Questioned Costs.



BUSINESS SERVICES MEMORANDUM

TO: Board of Trustees
Holly Edds, Ed.D.

FROM: Sandra Knight
Director Fiscal Services

BOARD MEETING DATE: April 13, 2022

BOARD AGENDA ITEM: 2020/21 Measure G Audit Report

BACKGROUND: Proposition 39 requires public school districts to annually conduct an audit of the district's financial records and internal operating procedures. This is accomplished through a qualified independent auditor who is responsible for completing and submitting this report to the District and the County Superintendent of Schools each year.

Notes from the Independent Auditors' Report are as follows: "In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Orcutt Union School District, as of June 30, 2021." Additionally, there were no audit findings reported in the Schedule of Findings and Questions Costs.

RECOMMENDATION: Staff recommends that the Board of Trustees accept the Measure G Audit Report ending June 30, 2021.

FUNDING: N/A



Financial and Performance Audits
Building Fund (Measure G)
June 30, 2021

Orcutt Union School District

FINANCIAL AUDIT

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Financial Audit
Building Fund (Measure G)
June 30, 2021

Orcutt Union School District



Independent Auditor's Report

Governing Board and
Citizens Oversight Committee
Orcutt Union School District
Orcutt, California

Report on the Financial Statements

We have audited the accompanying financial statements of the Orcutt Union School District's (the District), Building Fund (Measure G), as of and for the year ended June 30, 2021, and the related notes to the financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statement in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of financial statements, whether due to error or fraud. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting principles used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Building Fund (Measure G) of Orcutt Union School District as of June 30, 2021, and the changes in financial position for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 1, the financial statements of the Building Fund specific to Measure G are intended to present the financial position and the changes in financial position attributable to the transactions of that Fund. They do not purport to, and do not, present fairly the financial position of Orcutt Union School District as of June 30, 2021, and the changes in financial position for the year then ended in conformity with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 29, 2022, on our consideration of Orcutt Union School District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Orcutt Union School District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Orcutt Union School District's internal control over financial reporting and compliance.

A handwritten signature in black ink that reads "Eide Bailly LLP". The signature is written in a cursive, flowing style.

Rancho Cucamonga, California

March 29, 2022

Orcutt Union School District
Building Fund (Measure G)
Balance Sheet
June 30, 2021

Assets	
Deposits and investments	\$ 13,998,124
Accounts receivable	<u>59,580</u>
Total assets	<u>\$ 14,057,704</u>
Liabilities and Fund Balance	
Liabilities	
Accounts payable	<u>\$ 1,225,364</u>
Fund Balance	
Restricted for capital projects	<u>12,832,340</u>
Total liabilities and fund balance	<u>\$ 14,057,704</u>

Orcutt Union School District
 Building Fund (Measure G)
 Statement of Revenues, Expenditures, and Changes in Fund Balance
 June 30, 2021

Revenues		
Interest income	\$ 97,777	
Other local revenue	6,204	
Total revenues		103,981
Expenditures		
Current		
Supplies		
Materials		13,120
Services		
Noncapitalized equipment		178,739
Capital outlay		15,287,021
		15,478,880
Total expenditures		15,478,880
Deficiency of Revenues over Expenditures		(15,374,899)
Other Financing Uses		
Transfers in		5,954,174
Net Change in Fund Balance		(9,420,725)
Fund Balance - Beginning		22,253,065
Fund Balance - Ending		\$ 12,832,340

Note 1 - Summary of Significant Accounting Policies

The accounting policies of the Orcutt Union School District's (the District) Building Fund (Measure G) conform to accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA). The Orcutt Union School District Building Fund accounts for financial transactions in accordance with the policies and procedures of the California School Accounting Manual.

Financial Reporting Entity

The financial statements include only the Building Fund of the Orcutt Union School District used to account for Measure G projects. This Fund was established to account for the expenditures of general obligation bonds issued under Measure G. These financial statements are not intended to present fairly the financial position and results of operations of the Orcutt Union School District in compliance with accounting principles generally accepted in the United States of America.

Fund Accounting

The operations of the Building Fund are accounted for in a separate set of self-balancing accounts that comprise its assets, liabilities, fund balance, revenues, and expenditures. Resources are allocated to and accounted for in the fund based upon the purpose for which they are to be spent and the means by which spending activities are controlled.

Basis of Accounting

The Building Fund is accounted for using a flow of current financial resources measurement focus and the modified accrual basis of accounting. With this measurement focus, only current assets and current liabilities generally are included on the balance sheet. The statement of revenues, expenditures, and changes in fund balance reports on the sources (revenues and other financing sources) and uses (expenditures and other financing uses) of current financial resources.

Budgets and Budgetary Accounting

Annual budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America for all governmental funds. The District's governing board adopts an operating budget no later than July 1 in accordance with State law. A public hearing must be conducted to receive comments prior to adoption. The District's governing board satisfied these requirements. The Board revises this budget during the year to give consideration to unanticipated revenue and expenditures primarily resulting from events unknown at the time of budget adoption. The District employs budget control by minor object and by individual appropriation accounts. Expenditures cannot legally exceed appropriations by major object account.

Encumbrances

The District utilizes an encumbrance accounting system under which purchase orders, contracts and other commitments for the expenditure of monies are recorded in order to reserve that portion of the applicable appropriation. Encumbrances are liquidated when the commitments are paid, and all outstanding encumbrances lapse at June 30.

Fund Balance - Building Fund (Measure G)

As of June 30, 2021, the fund balance is classified as follows:

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

Spending Order Policy

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the District considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the District considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed, unless the governing board has provided otherwise in its commitment or assignment actions.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from those estimates.

Note 2 - Investments

Policies and Practices

The District is authorized under California Government Code to make direct investments in local agency bonds, notes, or warrants within the State: U.S. Treasury instrument; registered State warrants or treasury notes: securities of the U.S. Government, or its agencies; bankers acceptances; commercial paper; certificates of deposit placed with commercial banks and/or savings and loan companies; repurchase or reverse repurchase agreement; medium term corporate notes; shares of beneficial interest issued by diversified management companies, certificates of participation, obligations with first priority security, and collateralized mortgage obligations.

Investment in County Treasury

The District is considered to be an involuntary participant in an external investment pool as the District is required to deposit all receipts and collections of monies with their County Treasurer (*Education Code* Section 41001). The fair value of the District's investment in the pool is reported in the accounting financial statement at amounts based upon the District's pro-rata share of the fairly value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis.

General Authorizations

Limitations as they relate to interest rate risk, credit risk, and concentration of credit risk are indicated in the schedules below:

Authorized Investment Type	Maximum Remaining Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
Local Agency Bonds, Notes, Warrants	5 years	None	None
Registered State Bonds, Notes, Warrants	5 years	None	None
U.S. Treasury Obligations	5 years	None	None
U.S. Agency Securities	5 years	None	None
Banker's Acceptance	180 days	40%	30%
Commercial Paper	270 days	25%	10%
Negotiable Certificates of Deposit	5 years	30%	None
Repurchase Agreements	1 year	None	None
Reverse Repurchase Agreements	92 days	20% of base	None
Medium-Term Corporate Notes	5 years	30%	None
Mutual Funds	N/A	20%	10%
Money Market Mutual Funds	N/A	20%	10%
Mortgage Pass-Through Securities	5 years	20%	None
County Pooled Investment Funds	N/A	None	None
Local Agency Investment Fund (LAIF)	N/A	None	None
Joint Powers Authority Pools	N/A	None	None

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value is to changes in market interest rates. The District does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. The District manages its exposure to interest rate risk by investing in the Santa Barbara County Treasury Investment Pool. The District maintains a Building Fund (Measure G) investment of \$13,998,124 with the Santa Barbara County Treasury Investment Pool, with an average maturity of 735 days.

Credit Risk

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The District's investments in the Santa Barbara County Treasury Investment Pool is not rated.

Note 3 - Receivables

Receivables at June 30, 2021, consisted of the following:

Interest	\$	20,380
Other local sources		39,200
		<hr/>
	\$	59,580
		<hr/> <hr/>

Note 4 - Interfund Transactions

Interfund transfers for the year ended June 30, 2021, consisted of the following:

The Capital Facilities Fund transferred \$5,954,174 to the Building Fund (Measure G) for capital projects for reimbursement of costs.

Note 5 - Accounts Payable

Accounts payable at June 30, 2021, consisted of the following:

Construction	\$	1,225,364
		<hr/> <hr/>

Note 6 - Commitments and Contingencies

As of June 30, 2021, the Building Fund (Measure G) had the following commitments with respect to unfinished projects:

<u>Capital Project</u>	<u>Remaining Construction Commitment</u>	<u>Expected Date of Completion</u>
Joe Nightingale - phase II	\$ 1,147,226	06/30/22
Lakeview - science classroom upgrade	15,874	06/30/22
Olga Reed - classroom modernization	129,979	06/30/22
Orcutt Academy High School - modernization	672,700	06/30/22
Orcutt Academy High School - science classroom renovation	784	06/30/22
Orcutt Academy High School - multi-purpose room	119,905	06/30/22
Orcutt Junior High School - science classroom renovation	7,202	06/30/22
Orcutt Junior High School - admin building	1,466,000	06/30/22
Pine Grove - parking lot	900,522	06/30/22
Total	<u>\$ 4,460,192</u>	

Litigation

The District is involved in various litigation arising from the normal course of business. In the opinion of management and legal counsel, the disposition of all litigation pending is not expected to have a material adverse effect on the overall financial position of the District at June 30, 2021.



Independent Auditor's Report
June 30, 2021

Orcutt Union School District



**Independent Auditor’s Report on Internal Control over Financial Reporting and
on Compliance and Other Matters Based on an Audit of Financial Statements Performed
in Accordance with *Government Auditing Standards***

Governing Board and
Citizens Oversight Committee
Orcutt Union School District
Orcutt, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the Orcutt Union School District (the District) Building Fund (Measure G) as of and for the year ended June 30, 2021, and the related notes to the financial statements, and have issued our report thereon dated March 29, 2022.

Emphasis of Matter

As discussed in Note 1, the financial statements of the Building Fund specific to Measure G are intended to present the financial position and the changes in financial position attributable to the transactions of that Fund. They do not purport to, and do not, present fairly the financial position of Orcutt Union School District as of June 30, 2021, and the changes in financial position for the year then ended in conformity with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Orcutt Union School District’s internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Orcutt Union School District’s internal control. Accordingly, we do not express an opinion on the effectiveness of Orcutt Union School District’s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the District’s Building Fund (Measure G) financial statements will not be prevented, or detected and corrected, on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Orcutt Union School District's Building Fund (Measure G) financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in cursive script that reads "Eide Sully LLP".

Rancho Cucamonga, California
March 29, 2022

None reported.

Orcutt Union School District
Building Fund (Measure G)
Summary Schedule of Prior Audit Findings
June 30, 2021

There were no audit findings reported in the prior year's Schedule of Findings and Questioned Costs.



Performance Audit
Building Fund (Measure G)
June 30, 2021

Orcutt Union School District



Independent Auditor's Report on Performance

Governing Board and
Citizens Oversight Committee
Orcutt Union School District
Orcutt, California

We were engaged to conduct a performance audit of the Orcutt Union School District (the District) Building Fund (Measure G) for the year ended June 30, 2021.

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

Our audit was limited to the objectives listed within the report which includes determining the District's compliance with the performance requirements as referred to in Proposition 39 and outlined in Article XIII A, Section 1(b)(3)(C) of the California Constitution and Appendix A contained in the *2019-2020 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* issued by the California Education Audit Appeals Panel. Management is responsible for the District's compliance with those requirements.

In planning and performing our performance audit, we obtained an understanding of the District's internal control in order to determine if the internal controls were adequate to help ensure the District's compliance with the requirements of Proposition 39 and outlined in Article XIII A, Section 1(b)(3)(C) of the California Constitution, but not for the purpose of expressing an opinion of the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

The results of our tests indicated that the District expended Building Fund (Measure G) funds only for the specific projects approved by the voters, in accordance with Proposition 39 and outlined in Article XIII A, Section 1(b)(3)(C) of the California Constitution.

This report is intended solely for the information and use of the District, and is not intended to be and should not be used by anyone other than this specified party.

A handwritten signature in black ink that reads "Eide Bailly LLP".

Rancho Cucamonga, California
March 29, 2022

Authority for Issuance

The general obligation bonds associated with Measure G were issued pursuant to the Constitution and laws of the State of California (the State), including the provisions of Chapters 1 and 1.5 of Part 10 of the California *Education Code*, and other applicable provisions of law. The bonds are authorized to be issued by a resolution adopted by the Board of Supervisors of the County on August 9, 2017 (the Resolution), pursuant to a request of the District made by a resolution adopted by the Board of Education of the District March 14, 2018.

The District received authorization from an election held on November 8, 2016, to issue bonds of the District in an aggregate principal amount not to exceed \$60,000,000 to finance specific construction and renovation projects approved by eligible voters within the District. The proposition required approval by at least 55% of the votes cast by eligible voters within the District.

Purpose of Issuance

To repair/upgrade Orcutt, Los Alamos Elementary, secondary schools, including deteriorated roofs, plumbing, and electrical systems, improve student safety, security and disabled access, keep schools well-maintained, acquire, renovate, construct classrooms/facilities/equipment and technology infrastructure to support programs in science, math, reading and arts, and replace aging portables with modern classrooms.

Authority for the Audit

On November 7, 2000, California voters approved Proposition 39, the Smaller Classes, Safer Schools and Financial Accountability Act. Proposition 39 amended portions of the California Constitution to provide for the issuance of general obligation bonds by school districts, community college districts, or county offices of education, “for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of rental property for school facilities”, upon approval by 55% of the electorate. In addition to reducing the approval threshold from two-thirds to 55%, Proposition 39 and the enacting legislation (AB 1908 and AB 2659) requires the following accountability measures as codified in *Education Code* sections 15278-15282:

1. Requires that the proceeds from the sale of the bonds be used only for the purposes specified in Article XIII A, Section 1(b)(3)(C) of the California Constitution, and not for any other purpose, including teacher and administrator salaries and other school operating expenses.
2. The school district must list the specific school facilities projects to be funded in the ballot measure and must certify that the governing board has evaluated safety, class size reduction and information technology needs in developing the project list.
3. Requires the school district to appoint a citizen’s oversight committee.

4. Requires the school district to conduct an annual independent financial audit and performance audit in accordance with the Government Auditing Standards issued by the Comptroller General of the United States of the bond proceeds until all of the proceeds have been expended.
5. Requires the school district to conduct an annual independent performance audit to ensure that the funds have been expended only on the specific projects listed.

Objectives of the Audit

1. Determine whether expenditures charged to the Building Fund have been made in accordance with the bond project list approved by the voters through the approval of Measure G.
2. Determine whether salary transactions, charged to the Building Fund were in support of Measure G and not for District general administration or operations.

Scope of the Audit

The scope of our performance audit covered the period of July 1, 2020 to June 30, 2021. The population of expenditures tested included all object and project codes associated with the bond projects. The propriety of expenditures for capital projects and maintenance projects funded through other State or local funding sources, other than proceeds of the bonds, were not included within the scope of the audit. Expenditures incurred subsequent to June 30, 2020, were not reviewed or included within the scope of our audit or in this report.

Methodology

We obtained the general ledger and the project expenditure reports prepared by the District for the fiscal year ended June 30, 2021, for the Building Fund (Measure G). Within the fiscal year audited, we obtained the actual invoices, purchase orders, and other supporting documentation for a sample of expenditures to ensure compliance with the requirements of Article XIII A, Section 1(b)(3)(C) of the California Constitution and Measure G as to the approved bond projects list. We performed the following procedures:

1. We identified expenditures and projects charged to the general obligation bond proceeds by obtaining the general ledger and project listing.
2. We selected a sample of expenditures using the following criteria:
 - a. We considered all expenditures recorded in all object codes.
 - b. We considered all expenditures recorded in all projects that were funded from July 1, 2020 through June 30, 2021 from Measure G bond proceeds.
 - c. We selected all expenditures that were individually significant expenditures based on our assessment of materiality.

- d. For all items below the individually significant threshold identified in item 2c, judgmentally selected expenditures based on risk assessment and consideration of coverage of all object codes, including transfers out, and projects for period starting July 1, 2020 and ending June 30, 2021.
3. Our sample included transactions totaling \$14,131,310. This represents 91.29% of the total expenditures of \$15,478,880.
4. We reviewed the actual invoices and other supporting documentation to determine that:
 - a. Expenditures were supported by invoices with evidence of proper approval and documentation of receipting goods or services.
 - b. Expenditures were supported by proper bid documentation, as applicable.
 - c. Expenditures were expended in accordance with voter-approved bond project list.
 - d. Bond proceeds were not used for salaries of school administrators or other operating expenses of the District.
5. We determined that the District has met the compliance requirement of Measure G if the following conditions were met:
 - a. Supporting documents for expenditures were aligned with the voter-approved bond project list.
 - b. Supporting documents for expenditures were not used for salaries of school administrators or other operating expenses of the Districts.

Conclusion

The results of our tests indicated that, in all significant respects, Orcutt Union School District has properly accounted for the expenditures held in the Building Fund (Measure G) and that such expenditures were made for authorized Bond projects.

Orcutt Union School District
Building Fund (Measure G)
Schedule of Findings and Questioned Costs
June 30, 2021

None reported.

Orcutt Union School District
Building Fund (Measure G)
Summary Schedule of Prior Audit Findings
June 30, 2021

There were no audit findings reported in the prior year's Schedule of Findings and Questioned Costs.



BUSINESS SERVICES MEMORANDUM

TO: Board of Trustees
Holly Edds, Ed.D.

FROM: Sandra Knight
Director, Fiscal Services

BOARD MEETING DATE: April 13, 2022

BOARD AGENDA ITEM: Award Bid for the Olga Reed Modernization Project

BACKGROUND: As required, per BP 3311 Bids, and Public Contract Code 2011, bids were requested for the Olga Reed Modernization Project. The total *estimated* cost for this project; including the soft cost is \$3,464,455 and a proposed budget will be submitted to the Board for approval on a separate action.

We received three Bids, and they were as follows:

Company	Total Bid
Pre-Con Industries	\$2,574,000.00
Quincon, Inc.	\$2,713,629.00
Tomar Construction	\$2,850,000.00

RECOMMENDATION: Staff recommends that the Board of Trustee award the Olga Reed Modernization Project to Pre-Con Industries Inc., for \$2,574,000, as they were the lowest, responsive, and responsible bidder

FUNDING: Fund 21 – Building Fund for the Measure G Bond; Fund 14 – Deferred Maintenance Fund



BUSINESS SERVICES MEMORANDUM

TO: Board of Trustees
Holly Edds, Ed.D.

FROM: Sandra Knight
Director of Fiscal Services

BOARD MEETING DATE: April 13, 2022

BOARD AGENDA ITEM: Olga Reed Modernization Project Budget for Measure G Bond

BACKGROUND: According to the Local School Construction Bonds Act of 2000 (15264-15288), vigorous efforts are undertaken to ensure that the expenditures of bond measures, are in strict conformity with the law.

The governing board of Orcutt Union School District shall have oversight, and approve all bond projects and expenditures. Below is the *estimated* Olga Reed Modernization Project Budget:

Olga Reed Modernization Budget	Total
General Contractor	\$ 2,574,000.00
Contingency (10%)	\$ 257,400.00
Total Hard Costs	\$ 2,831,400.00
Survey, Geotech, Environmental	\$ 20,000.00
Architect and Engineering Fees	\$ 254,455.00
Construction Management	\$ 120,000.00
DSA Plan Check Fee/Field Review	\$ 35,000.00
DSA Inspector	\$ 33,600.00
Materials Testing/Special Inspection	\$ 20,000.00
Furniture and Equipment	\$ 50,000.00
Soft Costs Subtotal	\$ 533,055.00
Project Contingency (3%)	\$ 100,000.00
Total Project Budget	\$ 3,464,455.00

RECOMMENDATION: I recommend that the Board of Trustees approve the estimated budget of \$3,464,455.00 for the Olga Reed Modernization Project, as submitted.

FUNDING: Fund 21 – Building fund for the Measure G Bond; Fund 14 - Deferred Maintenance Fund



BUSINESS SERVICES MEMORANDUM

TO: Board of Trustees
Holly Edds, Ed.D.

FROM: Sandra Knight
Director, Fiscal Services

BOARD MEETING DATE: April 13, 2022

BOARD AGENDA ITEM: Agreement between Turnkey Design and Construction Energy Services with Schneider Electric Buildings Americas, Inc.

BACKGROUND: We have met with Schneider Electric about various energy efficiency projects for the past few years, but have never moved forward with a project. At this time, we would like to enter into a contract with Schneider Electric to perform a detailed site audit of what we have already upgraded, specifically with regard to lighting and HVAC, to analyze our utility bills and perform energy engineering and saving projections, and consider the possibility to targeted solar projects within the district. A final report would be issued which will detail the project options, audit results and final construction costs. Schneider Electric would also be applying for grants to help pay for these projects.

There are several components to this contract. The first is the design phase, followed by the conceptual phase which is a more detailed analysis of potential projects. If the District decides not to move forward with any construction project (small or large), there is an exit fee of \$35,000 after the conceptual phase and an additional \$100,000 after the final development tasks. These costs are significantly lower than what we would pay for an Architect and Grant Writer. If we move forward with the building phase of the project, we would not owe this fee.

RECOMMENDATION: It is recommended that the Board of Trustees authorize staff to enter into an agreement with Schneider Electric Buildings Americas, Inc. (agreement attached).

FUNDING: Fund 14 (Approximately \$135,000)

AGREEMENT FOR TURNKEY DESIGN AND CONSTRUCTION ENERGY SERVICES

This Agreement for Turnkey Design and Construction Energy Services (“*Agreement*”) is made effective as of **April 13th 2022** (“*Effective Date*”) by and between the **Orcutt Union School District, a California School District** (“*Public Agency*”), and **Schneider Electric Buildings Americas, Inc.**, a Delaware corporation (“*Design/Builder*”). Public Agency and Design/Builder may be referred to herein as the “*Parties*”, collectively, and each, individually, as a “*Party*”.

RECITALS

WHEREAS, Design/Builder is a full-service energy service contractor with the qualifications and technical capabilities to provide the design and construction services described herein;

WHEREAS, Public Agency wishes to engage Design/Builder, pursuant to the terms and conditions of this “turnkey” Agreement, to design and construct a Project (defined below) for purposes of implementing certain “energy conservation facilities”, as such term is used and defined in California Government Code Section 4217.10 *et seq.*;

WHEREAS, this Agreement constitutes an “energy service contract” within the meaning of California Government Code Section 4217.10 *et seq.*;

WHEREAS, California Government Code Section 4217.10 *et seq.* (i) authorizes public agencies to enter into energy service contracts that satisfy the requirements of California Government Code Section 4217.12, (ii) allows public agencies to award such energy services contracts on the basis of the experience of the contractor, the type of technology employed by the contractor, the cost to the public agency, and any other relevant considerations, and (iii) expressly provides public agencies with the greatest possible flexibility in structuring such energy service contracts so that economic benefits may be maximized and financing and other costs associated with the design and construction of alternate energy projects may be minimized; and

WHEREAS, having considered the foregoing, Public Agency’s Governing Body has determined that the Project satisfies the requirements of California Government Code Section 4217.12 and has further determined, at a regularly scheduled public hearing of which public notice was given at least two weeks in advance, that the terms of this Agreement are in the best interests of the Public Agency.

NOW, THEREFORE, in consideration of the foregoing and of the respective rights and obligations of the Parties set forth herein, the Parties hereby agree as follows:

ARTICLE 0 DEFINITIONS

0.1. “Applicable Law” shall mean any applicable federal, California state or local law, constitution, treaty, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement lawfully enacted, adopted, promulgated or applied by a Governmental Authority.

0.2. “Change Order” shall mean a written modification to the Agreement or any Contract Document, duly executed by Public Agency and Design/Builder, authorizing a change in the scope of the Work, the time for completion of any Work, and/or the compensation payable to Design/Builder in consideration for performance of any Work hereunder.

0.3. “Construction Amendment” shall mean an Amendment and Notice to Proceed with the Construction Phase in substantially the form reviewed by Public Agency prior to execution of this Agreement, together with all exhibits, schedules, and/or documents attached thereto and/or expressly incorporated by reference therein, including, without limitation and as applicable, each of the Exhibits to the Construction Amendment listed below. Effective as of the Construction Amendment Effective Date, the Construction Amendment (inclusive of all exhibits, schedules, and/or documents attached thereto and/or expressly incorporated by reference therein) shall become part of this Agreement and shall modify and supersede any conflicting provisions hereof.

- a. The Construction Amendment shall include the following Exhibits:
 - i. Exhibit D: Scope of Construction Work
 - ii. Exhibit E: Preliminary Construction Schedule
 - iii. Exhibit F: Project Fee

- b. The Construction Amendment may include the following Exhibits, if applicable:
 - i. Exhibit G: Performance Assurance Support Services Agreement (if applicable)
 - ii. Exhibit H: Performance Guarantee (if applicable)
 - iii. Exhibit I: Measurement & Verification (“M&V”) Plan (if applicable)
 - iv. Exhibit J: Public Agency Responsibilities for Performance Guarantee (if applicable)

0.4. “Construction Amendment Effective Date” shall mean the date on which the Construction Amendment is duly executed by both Parties.

0.5. “Construction Phase” shall mean the portion of the Project commencing as of the Construction Amendment Effective Date and concluding upon final completion of the Project.

0.6. “Construction Schedule” shall mean the Preliminary Construction Schedule attached to the Construction Amendment as Exhibit E, as updated and/or modified from time to time in accordance with this Agreement.

0.7. “Construction Work” shall mean all labor, equipment, materials and goods necessary to complete the Scope of Construction Work set forth on Exhibit D to the Construction Amendment.

0.8. “Contract Documents” shall mean, collectively, this Agreement and all schedules, exhibits, and/or documents attached hereto and/or expressly incorporated by reference herein, each as the same may be amended, modified or supplemented from time to time in accordance with the terms and conditions of this Agreement. Without limiting the generality of the foregoing, the following Exhibits are hereby expressly incorporated by reference into the Agreement, subject to the terms and conditions hereof:

- a. Exhibits to the Agreement:
 - i. Exhibit A: Scope of Design Work
 - ii. Exhibit B: Preliminary Design Schedule
 - iii. Exhibit C: Design Fee

- b. Construction Amendment (effective as of the Construction Amendment Effective Date)

0.9. “Design/Builder” shall have the meaning set forth in the introductory paragraph to this Agreement. Design/Builder may occasionally be referred to as “ESCO” in the Contract Documents.

0.10. “Design Fee” shall mean the dollar amount set forth on Exhibit C attached hereto, which shall be payable to Design/Builder as compensation for the Design Work if Public Agency terminates this Agreement prior to the Construction Amendment Effective Date in accordance with Section 1.4.1 hereof.

0.11. “Design Phase” shall mean the portion of the Project commencing as of the Effective Date of this Agreement and concluding immediately prior to the Construction Amendment Effective Date.

0.12. “Design Work” shall mean all labor, equipment, materials and goods necessary to complete the Scope of Design Work set forth on Exhibit A to this Agreement.

0.13. “Facilities” shall mean Public Agency facilities listed under Section 3 of Exhibit A, and any additional facilities added by written agreement of the Parties.

0.14. “Governing Body” means the governing board or other governing body of the Public Agency.

0.15. “Governmental Authority” shall mean any nation, government, state or political subdivision thereof, and any entity lawfully exercising executive, legislative, judicial, regulatory or administrative powers on behalf of any of the foregoing.

0.16. “Project” shall mean the improvement to Public Agency’s Facilities to be designed and constructed by Design/Builder in accordance with and subject to the terms and conditions of this Agreement, as more specifically set forth on Exhibit A (Scope of Design Work) and Exhibit D (Scope of Construction Work) hereto. For the avoidance of doubt, notwithstanding the original scope of the Project as contemplated by Exhibit A, the Scope of Construction Work attached as Exhibit D and approved by Public Agency upon execution of the Construction Amendment shall represent the entirety of the intended and agreed upon scope for the Project.

0.17. “Project Fee” shall mean total dollar amount payable to Design/Builder under the Agreement as compensation for Design/Builder’s performance of the Work, inclusive of the Design Fee. The Project Fee shall be determined at the conclusion of the Design Phase and shall be set forth on Exhibit F to the Construction Amendment.

0.18. “Project Proposal” shall have the meaning set forth in Section 2 of Exhibit A.

0.19. “Project Site” or “Site” shall mean Public Agency property on or at which the Work is to be performed, specifically including Public Agency Facilities.

0.20. “Public Agency” shall have the meaning set forth in the introductory paragraph to this Agreement. Public Agency may occasionally be referred to as “Customer” in the Contract Documents.

0.21. “Substantial Completion” shall mean, with respect to the entirety of the Construction Work or any portion thereof, the point at which such Work has been completed in accordance with the Contract Documents, except for minor items, adjustments and/or corrections, such that it is operational and fit for use by Public Agency.

0.22. “Work” shall mean the Design Work and the Construction Work, collectively.

ARTICLE 1
DESIGN PHASE OF THE PROJECT

Section 1.1. Scope of Design Work. The scope of the design services to be performed by Design/Builder under this Agreement is described in Exhibit A attached hereto (the “*Scope of Design Work*”).

Section 1.2. Design Schedule. The “*Preliminary Design Schedule*” attached hereto as Exhibit B sets forth a preliminary schedule for the Design Phase milestones.

Section 1.3. Project Proposal. At or prior to the Design Completion Meeting described in Exhibit A, Design/Builder shall provide Public Agency with a proposal setting forth a proposed Scope of Construction Work, a proposed Project Fee, and any other information required to be included therein pursuant to Exhibit A (the “*Project Proposal*”). Unless the Project Proposal states otherwise, the pricing set forth in the Project Proposal will remain valid for sixty (60) days from the date of the Project Proposal (the “*Project Proposal Date*”).

Section 1.4. Option to Terminate Agreement or Proceed into Construction Phase. Within sixty (60) days of the Project Proposal Date, Public Agency shall either (i) terminate this Agreement pursuant to Section 1.4.1 below, or (ii) execute the Construction Amendment in accordance with Section 1.4.2 below.

1.4.1. Early Termination and Payment of Design Fee. If Public Agency does not wish to proceed into the Construction Phase on substantially the terms set forth in Design/Builder’s Project Proposal, Public Agency may terminate this Agreement for convenience immediately upon providing Design/Builder with written notice of termination and payment in full for the Design Fee.

1.4.2. Execution of Construction Amendment. If Public Agency does wish to proceed with the Construction Phase on substantially the terms set forth in Design/Builder’s Project Proposal, the Parties shall finalize and execute a Construction Amendment reflecting substantially the terms set forth in Design/Builder’s Project Proposal and any negotiated revisions thereto. In such event, the Design Fee and any additional costs incurred by Design/Builder in the performance of the Design Work shall be rolled into and included in the Project Fee, and such total amount shall be payable in accordance with the provisions of Section 2.4.

Section 1.5. Site Investigation. In performing the Design Work, Design/Builder shall exercise reasonable due diligence to understand the nature, location and extent of the Project, and it shall investigate the general and local conditions which are applicable to the Project Site, such as physical conditions at the Project Site, the conditions of the ground at the Project Site, and the character of equipment and materials needed for the performance of the Work at the Project Site (the “Site Investigation”).

Section 1.6. Public Agency Information. In order to facilitate the Design Work and to assist Design/Builder in recommending an appropriate Scope of Construction Work, Public Agency is responsible for providing Design/Builder with all such access, knowledge and history as may be relevant to Design/Builder’s analysis and/or design, including, without limitation, with respect to Public Agency’s Facilities, systems, and equipment, as well as its accounting, maintenance, and operation practices. Public Agency is required to disclose all known or suspected deficiencies, defects and malfunctions of or affecting the Facilities, systems, equipment and components thereof, as well as any site conditions that should be considered in planning and executing the construction services. Public Agency responsibilities are set forth in further detail on Exhibit A.

ARTICLE 2
CONSTRUCTION PHASE OF THE PROJECT

Section 2.1. Commencement of Construction Phase.

2.1.1. Execution of Construction Amendment Serves as Notice to Proceed. Unless the Construction Amendment expressly provides otherwise, execution of the Construction Amendment shall serve as Public Agency's notice to Design/Builder to commence the Construction Work.

2.1.2. Payment and Performance Bonds. Promptly following the Construction Amendment Effective Date and before commencing the Construction Work, Design/Builder shall provide payment and performance bonds, each for an amount equal to 100% of the Project Fee. Notwithstanding any provision to the contrary herein, any performance bonds and payment bonds provided in connection with this Agreement guarantee only the performance of the Construction Work and the payment of any Subcontractors engaged by Design/Builder in connection therewith, respectively, and shall not be construed to guarantee the performance of: (1) any efficiency or energy savings guarantees (if applicable pursuant to Section 2.5 hereof), (2) any support or maintenance services, or (3) any other guarantees, warranties or covenants with terms beyond one (1) year in duration from the Date of Substantial Completion.

Section 2.2. Scope of Work. The scope of the construction services to be performed by Design/Builder pursuant to this Agreement (the "*Scope of Construction Work*") shall be determined at the conclusion of the Design Phase and set forth on Exhibit D to the Construction Amendment.

Section 2.3. Construction Schedule.

2.3.1. Construction Time. The scheduled date of Substantial Completion of the Construction Work (the "*Completion Date*") and any applicable milestone dates shall be determined at the conclusion of the Design Phase and shall be set forth in the "*Preliminary Construction Schedule*" attached to the Construction Amendment as Exhibit E.

2.3.2. Substantial Completion. Upon Substantial Completion of the Construction Work (or any portion thereof, as appropriate), Design/Builder will issue to Public Agency a "*Letter of Substantial Completion*" with respect to such substantially complete Work (or portion thereof). The date on which Design/Builder issues any such Letter of Substantial Completion shall be the "*Date of Substantial Completion*" with respect to the applicable Work.

2.3.3. Delays. If Design/Builder's progress on the Project is at any point delayed due to changes in the requested scope of Work, labor disputes, fire, unusual delay in deliveries, abnormally severe weather conditions, unavoidable casualties, epidemic or pandemic conditions, quarantine restrictions, and/or any other causes which are beyond the reasonable control of Design/Builder, then the Parties agree to execute a Change Order reflecting an equitable extension of time. In the event of any suspension or delay due to the acts or omissions of Public Agency or due to Public Agency's instructions to stop Work by no fault of Design/Builder: (i) all affected dates and milestones shall be extended to reflect such period of interruption; and (ii) the Project Fee shall be equitably adjusted to cover Design/Builder's costs of demobilization, delay and remobilization related to such suspension or delay (provided, however, that Design/Builder shall cooperate with Public Agency, to the extent commercially reasonable, in mitigating such costs). If such suspension or delay continues for more than ninety (90) consecutive days, through no act or fault of Design/Builder, Design/Builder may terminate this Agreement in accordance with Article 5.

Section 2.4. Compensation, Invoicing and Payment.

- 2.4.1. Project Fee.** The Project Fee shall be determined at the conclusion of the Design Phase and shall be set forth on Exhibit F to the Construction Amendment. The Project Fee is inclusive of, and not in addition to, the Design Fee.
- 2.4.2. Schedule of Values.** Design/Builder will develop a schedule delineating the items to be completed pursuant to the Scope of Construction Work (the “*Schedule of Values*”) and shall endeavor to provide such Schedule of Values to Public Agency within ten (10) days of the Construction Amendment Effective Date.
- 2.4.3. Project Mobilization Invoice and Payment.** Within one (1) month of the Construction Amendment Effective Date, Public Agency shall make payment to Design/Builder for Project mobilization and other expenses incurred to date (“*Project Mobilization Payment*”) in an amount not to exceed twenty percent (20%) of the Project Fee. Such Project mobilization and other expenses may include, without limitation, the Design Fee and any design, engineering and/or development expenses incurred in connection with the Project, expenses relating to procurement of equipment, materials, and/or bonds, and any other Project start-up and mobilization expenses incurred to date.
- 2.4.4. Design/Builder Invoices.** Beginning on the date that is two (2) months following the Construction Amendment Effective Date, Design/Builder shall provide monthly invoices to Public Agency seeking payment for the Work performed in the prior month (based on the percentage completion of items delineated on the Schedule of Values).
- 2.4.5. Payment.** Payment is due within thirty (30) days of the date of each invoice. If any payment is over thirty (30) days late from the due date stated on the invoice, Design/Builder may impose a penalty of one percent (1%) of the amount(s) owed for each month overdue and/or may terminate the Agreement in accordance with Article 5. If applicable, Public Agency’s payments may be made from an escrow account set up in accordance with Public Agency’s financing arrangement, in which case Public Agency shall be responsible for forwarding Design/Builder’s invoices to the escrow agent and for authorizing and directing the escrow agent to timely release the invoiced amounts to Design/Builder.
- 2.4.6. Final Payment and Release of Liens.** Final payment shall not become due until Design/Builder has delivered to Public Agency a conditional release of all liens arising out of this Agreement, covering all labor, materials, and equipment for which a lien could be filed, or a bond satisfactory to Public Agency to indemnify Public Agency against such lien. The making of final payment shall constitute a waiver of claims by Public Agency except those arising from (1) unresolved liens, security interests or encumbrances arising out of the Agreement, (2) Design/Builder’s failure to perform the Construction Work in substantial compliance with the requirements of the Contract Documents, and (3) any warranties required by the Contract Documents.

Section 2.5. Performance Guarantees. If Design/Builder is providing any efficiency or energy savings guarantees upon completion of the Construction Work, the terms of such efficiency or energy savings guarantees shall be set forth and/or incorporated in the Construction Amendment and the applicable Exhibits thereto. If no such terms are set forth and/or incorporated in the Construction Amendment and the applicable Exhibits thereto, then no efficiency or energy savings guarantees are being made by Design/Builder in connection with this Agreement.

ARTICLE 3
PERFORMANCE OF THE WORK

Section 3.1. Standard of Performance. Design/Builder represents and warrants that it has the professional skill, knowledge and experience necessary to perform and complete the Project in a timely and competent manner. Design/Builder shall perform, or cause to be performed, the Project using at least such degree of care as is reasonably expected of professionals providing similar services to Public Agencies within the State of California in similar circumstances (and considering Public Agency's goals and any financial or other constraints or parameters made known to Design/Builder before or after the Effective Date).

Section 3.2. Licenses. Design/Builder represents and warrants that it currently has or shall timely obtain, and that it shall maintain, all licenses, permits, qualifications and approvals of whatever nature as are legally required to permit Design/Builder to perform the Work.

Section 3.3. Regular Working Hours. Except as Public Agency, in its sole discretion, may otherwise agree, Design/Builder shall perform such portions of the Work as are to occur at or in Public Agency's Facilities only: (i) on weekdays (i.e., any day, Monday through Friday, inclusive); and (ii) commencing at or after such time, and ending by or prior to such time, as may be specified in either an applicable local ordinance or any "Mitigation Monitoring Plan" adopted by Public Agency pursuant to the California Environmental Quality Act and made available to Design/Builder, whichever is more restrictive.

Section 3.4. Employees and Subcontractors.

3.4.1. Design/Builder's Subcontractors. Design/Builder may use one or more subcontractors (each, a "Subcontractor") to perform any portion(s) of the Project as Design/Builder may deem appropriate; provided, however, that Design/Builder shall remain ultimately responsible for the performance of its obligations under this Agreement. Design/Builder shall ensure that all of its Subcontractors have the skill, knowledge and experience necessary to perform the services assigned to them, and shall further ensure that each of its Subcontractors holds all licenses legally required for the practice of its profession.

3.4.2. Design/Builder's Employees. The employees of Design/Builder shall at all times be under Design/Builder's exclusive direction and control on the Project. Design/Builder shall pay all wages, salaries, and other amounts due to such personnel in connection with their performance of services under this Agreement, as required by law. Design/Builder shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, federal and state income tax withholdings, unemployment insurance, and workers' compensation insurance. Design/Builder shall employ only competent workers for performance of the services and shall not employ any person who is unfit or unskilled in the Work assigned to him or her.

3.4.3. Supervision by Design/Builder. Design/Builder shall at all times enforce strict discipline and good order among its Subcontractors and employees performing any portion(s) of the services. At Public Agency's request, Design/Builder shall remove from the Project and Project Site(s) any person, regardless of whether employed by the Design/Builder or any Subcontractor, who is not performing the services in a competent manner or who is a threat to the safety of persons or the Project, and Design/Builder shall not thereafter permit any such person to perform any of the services or to be present on or at the Project Site(s). In addition, during the course of performing the Construction Work, Design/Builder shall have an experienced and competent superintendent (and any necessary assistants) present on the Project Site(s) to supervise the construction services and Design/Builder's employees and Subcontractors on the Project.

3.4.4. Prohibition Against Unlawful Discrimination. Design/Builder represents and warrants that it is an equal opportunity employer and agrees that it shall not discriminate in violation of any applicable federal, state, or other law, rule or regulation, including, but not limited, to discrimination against any employee or applicant for employment on account of such person's race, religion, color, national origin, ancestry, sex, or age. Design/Builder shall apply such policy of non-discrimination in connection with all activities related to Design/Builder's employees and Subcontractors, including with respect to initial employment, promotion, demotion, transfer, recruitment or recruitment advertising, and layoff or termination.

Section 3.5. Design/Builder's Compliance with Law.

3.5.1. Compliance Generally. Design/Builder and each of its Subcontractors shall perform the Project in compliance with Applicable Law. Upon commencement of the Construction Phase, Public Agency will coordinate and conduct, and Design/Builder and each of its Subcontractors will attend, any mandatory construction conference held for purposes of ensuring that Design/Builder and its Subcontractors are aware of the Applicable Laws relevant to the Project.

3.5.2. DIR Registration. Design/Builder acknowledges that the Project will be subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). Design/Builder shall be responsible for ensuring that it and all of its Subcontractors are currently and properly registered with the DIR. Prior to commencing the Construction Work, Design/Builder and each of its Subcontractors shall: (i) complete, execute, and submit to Public Agency a "Certification Regarding Design/Builder Registration" form; and (ii) provide evidence of registration to Public Agency. Notwithstanding anything to the contrary, if at any time during the performance of the Construction Work, Design/Builder or any of its Subcontractors is not properly registered with the DIR (including, without limitation, if the registration expires or the DIR revokes the registration), such failure of registration shall constitute a material breach of this Agreement for purposes of Section 5.2 hereof (Public Agency Termination for Cause).

3.5.3. Labor Laws. Design/Builder and each of its Subcontractors shall, at no additional cost to Public Agency, comply with all applicable provisions of the California Labor Code and the regulations promulgated thereunder (collectively, the "Labor Laws"), including, without limitation, any applicable Labor Laws requiring the payment of prevailing wages in connection with the Construction Work, submission of payroll records for inspection, posting of required notices at the Project Site, and cooperation with the DIR.

(a) Prevailing Wages and Penalties for Violations. Without limiting the generality of Section 3.5.3, wages paid by Design/Builder and each of its Subcontractors in connection with the Construction Work shall be in accordance with the general prevailing rates of per diem wages determined by the DIR pursuant to Section 1770 of the California Labor Code. Wage rates

shall conform to those on file at Public Agency's principal office and posted at the Project Site. In the event that Design/Builder or any of its Subcontractors fails to pay the prevailing wages determined by the DIR: (1) Design/Builder shall, as a penalty to Public Agency in accordance with Section 1775 of the Labor Code, forfeit not more than \$200 and, subject to limited exceptions, not less than certain amounts specified by law, per calendar day, or portion thereof, for each worker paid less than the prevailing wage rate; and (2) Design/Builder and/or Design/Builder's Subcontractors (as applicable) shall pay to each worker, for each calendar day or portion thereof for which the worker was paid less than the applicable prevailing wage rate, the difference between such stipulated prevailing wage rate and the amount paid to the worker.

- (b) Payroll Records and Penalties for Violations.** Without limiting the generality of Section 3.5.3, Design/Builder and each of Design/Builder's Subcontractors must comply with all applicable provisions of Labor Code Section 1776, which relates to preparing and maintaining accurate payroll records, and making such payroll records available for review and copying by Public Agency, the DIR's Division of Labor Standards Enforcement, and the DIR's Division of Apprenticeship Standards ("DAS"). The payroll records must be certified, maintained at Design/Builder's and its Subcontractors' principal offices (as applicable), and made available as required by labor Code Section 1776. Design/Builder and each of its Subcontractors must inform Public Agency of the location at which the payroll records are located, including the street address, city and county, and must, within five working days, provide a notice of any change of location and address. In the event that Design/Builder or any of its Subcontractors fails to timely comply with a request for certified payroll records, Design/Builder shall, as a penalty to Public Agency, forfeit \$100 per worker for each calendar day or portion thereof until strict compliance is effectuated.
- (c) Other CA Labor Laws.** Without limiting the generality of Section 3.5.3, Design/Builder and each of its Subcontractors shall comply with the each of the following provisions of the California Labor Code, as applicable:

 - i. Section 1735 (Anti-Discrimination Requirements);
 - ii. Sections 1777.5, 1777.6 and 1777.7 (Apprenticeship Requirements);
 - iii. Sections 1810 through 1812 (Working Hour Restrictions);
 - iv. Sections 1813 and 1814 (Penalty for Failure to Pay Overtime); and
 - v. Section 1815 (Overtime Pay).
- (d) No Disqualification.** Design/Builder represents and warrants that neither it, nor any of its Subcontractors, has been debarred by the California Labor Commissioner pursuant to Section 1777.1 of the California Labor Code or otherwise.
- (e) Failure to Comply.** Any failure of Design/Builder or its Subcontractors to comply with applicable Labor Laws shall constitute a material breach of this Agreement for purposes of Section 5.2 hereof (Public Agency Termination for Cause). In addition, Public Agency may withhold payment to Design/Builder as necessary to satisfy any civil wage or other penalty assessment issued by the California Labor Commissioner.

3.5.4. Criminal-History Background Checks. If Public Agency is a school district and Design/Builder's (and/or its Subcontractors') employees may come into contact with pupils in the process of performing the Project, then Design/Builder and each of its Subcontractors that will have personnel at or on any Public Agency property shall comply with the requirements of Education Code Section 45125.1. For such purposes, Design/Builder, at its sole cost and expense, and without additional

compensation from Public Agency, shall comply with all California Department of Justice guidelines and requirements with respect to fingerprinting of Design/Builder's and any Subcontractors' officers, employees, agents, or other representatives who will or might be present on or at any of the Public Agency's Facilities.

Section 3.6. Reliance on Public Agency Information. In performing the Work, Design/Builder shall be entitled to rely on the accuracy and completeness of any and all information provided to Design/Builder by Public Agency, including without limitation the information required to be provided pursuant to Section 1.6 of this Agreement, except where it would be unreasonable to do so.

Section 3.7. Design/Builder's Warranties and Disclaimers. Design/Builder warrants to Public Agency that, for a period of one (1) year from the applicable Date of Substantial Completion of Work covered by a Letter of Substantial Completion (the "Warranty Period"), the materials and equipment manufactured by Design/Builder will be of good quality and new unless the Contract Documents require or permit otherwise, and further warrants that the such Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. Design/Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by or on behalf of Design/Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. Design/Builder shall repair or replace defective material or equipment and re-perform Work to correct any defect within the applicable Warranty Period. In the event warranty Work by the Design/Builder is necessary, the Design/Builder shall provide an additional one-year warranty on the corrected Work only from the date the corrected Work is completed or the end of the initial warranty period, whichever is later. Design/Builder does not warrant products not manufactured by Design/Builder, but it will pass on to Public Agency any manufacturer's warranty to the extent permitted. THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES, WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE).

ARTICLE 4 CHANGES

Section 4.1. Change Orders. Public Agency may at any time request any change in the Scope of Design Work and/or the Scope of Construction Work. In response to any such request, Design/Builder shall provide to Public Agency a written proposal that describes in reasonable detail: (i) the change; (ii) the impact of the change on the time required for performance of Design/Builder's obligations; (iii) the impact of the change on the compensation to be paid by Public Agency to Design/Builder; and (iv) the impact of the change on any efficiency or energy savings guarantees (if applicable pursuant to Section 2.5 hereof). No such change proposal shall be valid or binding on the Parties unless, and except to the extent, incorporated into a Change Order.

Section 4.2. Materials and Equipment Procurement. In the event a significant delay in acquiring materials or equipment or a significant increase in the price of materials or equipment occurs during the performance of the Contract by no fault of Design/Builder, the Project Fee and/or the Completion Date, as appropriate, shall be equitably adjusted by Change Order. A change in the price of an item of material or equipment will be considered significant when the price of an item increases by five percent (5)% between the Project Proposal Date and the date on which such item is due to be purchased and/or installed in accordance with the Schedule of Values or the Construction Schedule.

Section 4.3. Unforeseen Conditions. “Unforeseen Site Conditions” shall mean and include any subsurface, concealed or latent conditions, including without limitation the presence of hazardous materials, that differ materially from those conditions (i) actually known by Design/Builder, (ii) accurately reflected in available existing data, (iii) expected based on the results of Design/Builder’s Site Investigation, and/or (iv) that would have been identified, discovered and/or confirmed by the exercise of reasonable due diligence in Design/Builder’s Site Investigation. In the event Design/Builder encounters Unforeseen Site Conditions at the Project Site or that otherwise impact the Project, Design/Builder shall notify Public Agency of such conditions promptly and before such conditions are further disturbed, but in no event later than three (3) business days after observing such conditions. To the extent Design/Builder incurs additional costs or delays as a result of Unforeseen Site Conditions, the Parties shall execute a Change Order reflecting an equitable adjustment to the Project Fee and/or the Completion Date, as appropriate.

ARTICLE 5 SUSPENSION AND TERMINATION

Section 5.1. Termination for Convenience by Public Agency. Public Agency may terminate this Agreement for convenience as set forth in Section 1.4.1.

Section 5.2. Termination for Cause by Public Agency. If Design/Builder repeatedly or materially breaches this Agreement, Public Agency has provided written notice to Design/Builder detailing the alleged breach, and within thirty (30) days of Design/Builder’s receipt of such written notice Design/Builder has neither cured the alleged breach nor diligently commenced to cure such breach, Public Agency may terminate this Agreement effective immediately upon the receipt of written notice by Design/Builder. Nothing in this Agreement shall be deemed or construed as a waiver by Design/Builder of any rights it may have with respect to a wrongful suspension or termination by Public Agency.

Section 5.3. Suspension or Termination for Cause by Design/Builder. If Public Agency fails to make any payment(s) to Design/Builder as required in this Agreement or repeatedly or materially fails, refuses or neglects to fulfill any of its other obligations or responsibilities under this Agreement or the Contract Documents, Design/Builder may, after delivery of written notice and providing Public Agency thirty (30) days to cure such failure, refusal or neglect, suspend the Project or terminate this Agreement. If Design/Builder suspends the Project pursuant to this Section, the Project schedule and any anticipated completion dates shall be adjusted accordingly. If Design/Builder terminates the Agreement pursuant to this Section, Design/Builder shall be entitled to recover payment from Public Agency in accordance with Section 5.4 below. Nothing in this Agreement shall be deemed or construed as a waiver by Public Agency of any rights it may have with respect to a wrongful suspension or termination by Design/Builder.

Section 5.4. Compensation to Design/Builder Upon Termination. In the event of any termination other than a termination pursuant to Section 1.4.1 or a termination for cause by Public Agency pursuant to Section 5.2, Public Agency shall compensate Design/Builder: (i) for such portion of the Project as has been completed prior to the effective date of termination; (ii) for services in progress by Design/Builder and any of its Subcontractors at such time, including any overhead and/or anticipated profit attributable to such Work in progress, and (iii) for any costs and damages incurred by reason of the termination, including any proven loss with respect to subcontracts, materials, equipment, tools and machinery. In the event of a termination pursuant to Section 1.4.1, Public Agency shall pay the Design Fee to Design/Builder on the date of such termination.

Section 5.5. Design/Builder to Provide Copies of Project Documents. Not later than sixty days following the effective date of a termination pursuant to this Article 5, Design/Builder shall provide to Public Agency copies of all Project Documents (defined in Section 8.4).

Section 5.6. Effect of Termination. Termination of this Agreement and/or any of the Contract Documents shall release Design/Builder of all remaining obligations under the Agreement and the Contract Documents as of the effective date of termination, including, without limitation, any efficiency or energy savings guarantees (if applicable pursuant to Section 2.5 hereof).

Section 5.7. Survival of Obligations. The Parties' respective rights and obligations pursuant to this Article 5, Article 7 (subject to Section 7.9), and Article 8 shall survive termination of this Agreement.

ARTICLE 6 INSURANCE

Section 6.1. Required Insurance. Design/Builder shall, at its sole cost and expense, maintain in effect the following policies of insurance for the applicable period(s) set forth in Section 6.2:

- (i) **Commercial General Liability Insurance.** A policy of commercial general liability insurance, written on an "occurrence" basis, with a limit of not less than two million dollars (\$2,000,000) per occurrence ("*General Liability Policy*").
- (ii) **Automobile Liability Insurance.** A policy of automobile liability insurance, written on an "occurrence" basis, with a combined single limit of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage ("*Auto Liability Policy*"). The Auto Liability Policy must include coverage for owned, hired and non-owned automobiles.
- (iii) **Workers' Compensation and Employer's Liability Insurance.** Workers' compensation insurance as required by California law, and employer's liability insurance, written on an "occurrence" basis, with a limit of not less than two million dollars (\$2,000,000).
- (iv) **Professional Liability Insurance.** Professional liability insurance, written on a claims made (and reported) basis, with a limit of not less than two million dollars (\$2,000,000) per claim ("*Professional Liability Policy*").

Section 6.2. Duration of Insurance. The insurance required pursuant to this Article 6 shall be procured by Design/Builder prior to Design/Builder's commencement of the Project and shall be maintained in effect by Design/Builder at least until the date that is one year following the earlier of the termination of this Agreement or the Date of Substantial Completion of the Project. Notwithstanding the foregoing, Design/Builder shall maintain the Professional Liability Policy in effect at least until the date that is three years following the earlier of the termination of this Agreement or the Date of Substantial Completion of the Project.

Section 6.3. Insurer Rating Standards. The insurance policies required pursuant to this Article 6 must be issued by one or more insurers that are (i) licensed to do business in the State of California and (ii) have an A.M. Best Company rating of not less than "A-" and a financial size category of not less than "VII."

Section 6.4. Additional Insureds. Public Agency, members of Public Agency's Governing Body, and Public Agency's other officers, employees, and agents (collectively, including the Governing Body, the "*Public Agency Agents*"), shall all be named as additional insureds on Design/Builder's General Liability Policy and Auto Liability Policy. The additional insured endorsements will be provided on the most current versions of ISO Form CG 2010 and ISO Form CG 2037 or their substantial equivalents.

Section 6.5. Waiver of Subrogation. Each of the General Liability Policy and the Auto Liability Policy shall provide a waiver of transfer of rights of recovery in favor of Public Agency.

Section 6.6. Design/Builder Insurance is Primary. The General Liability Policy and the Auto Liability Policy must be endorsed to provide that they are primary and non-contributory.

Section 6.7. Premiums, Deductibles and Self-Insured Retentions. Design/Builder shall be solely responsible for paying any and all deductibles and self-insured retentions applicable to any of the insurance policies that Design/Builder is required to have in effect pursuant to this Article 6.

Section 6.8. Evidence of Coverage. Prior to commencing the Work, Design/Builder must provide to Public Agency duly authorized and executed certificates of insurance evidencing that the insurance policies required to be maintained by Design/Builder pursuant to this Article 6 are in effect (each a “Certificate of Insurance”) As applicable, the Certificates of Insurance must identify those who are additional insureds in accordance with this Article 6. Not less than thirty days prior to the expiration of any insurance policy that Design/Builder is required to maintain pursuant to this Article 6, Design/Builder must provide an updated Certificate of Insurance to Public Agency evidencing the renewal of such policy.

Section 6.9. Notice of Change in Policies. Design/Builder shall notify Public Agency within thirty (30) days of its receipt of written notice from an applicable insurer that a policy required hereunder will expire without renewal or will be canceled, terminated, or materially reduced in coverage.

Section 6.10. Review of Coverage. Public Agency’s failure to identify any non-compliance by Design/Builder with the requirements of this Article 6 shall not be deemed or construed to relieve Design/Builder from any of its obligations hereunder.

Section 6.11. Subcontractor Insurance. Design/Builder shall require that each of its Subcontractors comply with substantially the same requirements as are set forth in this Article 6 for Design/Builder, except to the extent Public Agency has approved any different standards or requirements applicable to any particular Subcontractor.

ARTICLE 7 INDEMNIFICATION AND LIABILITY

Section 7.1. Indemnification of Public Agency. To the extent allowed under Applicable Law, Design/Builder shall indemnify, defend and hold harmless Public Agency and Public Agency Agents from and against any and all third-party claims, demands, actions, judgments, damages, losses, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) to the extent caused by the negligence or misconduct of Design/Builder any Subcontractor, or any officers, employees, or agents of Design/Builder or any Subcontractor (collectively, not including Design/Builder, the “Design/Builder Agents”) in connection with this Agreement.

Section 7.2. Defense of Public Agency. Design/Builder shall control the defense and handling of any claims for which Design/Builder is required to indemnify Public Agency and/or Public Agency Agents pursuant to Section 7.1, at Design/Builder’s sole cost and expense, using qualified and appropriately experienced legal counsel selected and retained by Design/Builder. Design/Builder’s obligations under Section 7.1 shall not apply to any claim that is settled or otherwise resolved by Public Agency and/or any Public Agency Agent without Design/Builder’s prior written consent.

Section 7.3. Limitation on Design/Builder Obligations. Design/Builder shall not be obligated to indemnify or hold harmless Public Agency or any Public Agency Agent pursuant to this Article 7 to the extent any claim, demand, action, judgment, damage, loss, cost or expense results from the negligence or misconduct of Public Agency or any of Public Agency Agents. Design/Builder shall be reimbursed for any costs and expenses incurred in the defense or handling of any claim to the extent such claim is determined by a court or arbitrator of competent jurisdiction to be attributable to the negligence or misconduct of Public Agency or any Public Agency Agent.

Section 7.4. Applicability of Civil Code Section 2782.8. To the extent Design/Builder or any Subcontractor will provide "design professional services" in connection with this Agreement, this Article 7 shall be interpreted consistent with, and shall be limited by, California Civil Code Section 2782.8 as in effect on the Effective Date, and any obligation to indemnify Public Agency and/or Public Agency Agents shall apply only to the extent arising from the negligence, recklessness, or willful misconduct of Design/Builder or any of the Design/Builder Agents.

Section 7.5. Notice; Cooperation. Public Agency and Public Agency Agents shall promptly provide written notice to Design/Builder of any claims, demands, actions, judgments, damages, losses, costs and/or expenses for which Design/Builder may be responsible pursuant to this Article 7. Public Agency and Public Agency Agents shall fully cooperate with Design/Builder, at Design/Builder's cost and expense, to the extent reasonably necessary or appropriate in connection with the performance of Design/Builder's obligations pursuant to this Article 7.

Section 7.6. Insurance Not a Limitation. The obligations of Design/Builder pursuant to this Article 7 shall not be deemed or construed to be conditioned upon, limited by or expanded by the existence of any insurance coverage maintained by a Party or other person or entity.

Section 7.7. Subcontractor Indemnity. Design/Builder shall require each of its Subcontractors to comply with the requirements of this Article 7 related to indemnifying, holding harmless, and defending Public Agency, except to the extent Public Agency agrees in writing to apply a different set of standards or requirements to a particular Subcontractor.

Section 7.8. Limitations of Liability. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT OR THE CONTRACT DOCUMENTS TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY, ITS OFFICERS, DIRECTORS, AFFILIATES OR EMPLOYEES BE LIABLE FOR ANY FORM OF INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PRODUCTION, LOSS OF PRODUCT, LOSS OF REVENUE, LOSS OF PROFITS OR LOSS OF DATA DAMAGES, WHETHER SUCH DAMAGES ARISE IN CONTRACT OR TORT AND IRRESPECTIVE OF FAULT, NEGLIGENCE OR STRICT LIABILITY OR WHETHER SUCH PARTY HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT OR THE CONTRACT DOCUMENTS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE MAXIMUM LIABILITY OF DESIGN/BUILDER FOR DAMAGES UNDER THIS AGREEMENT AND THE CONTRACT DOCUMENTS SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY PUBLIC AGENCY FOR THE SERVICE(S) GIVING RISE TO THE CLAIM. THE PRECEDING SENTENCE SHALL NOT APPLY TO ANY CLAIM FOR BODILY INJURY, OR TO ANY OTHER CLAIM TO THE EXTENT OF DESIGN/BUILDER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

Section 7.9. Survival of Obligations. With respect to acts, omissions or incidents occurring prior to completion of the Project and/or termination of this Agreement, the Parties' respective rights and obligations pursuant to this Article 7 shall survive completion of the Project and/or termination of this Agreement for the applicable statute of limitations.

ARTICLE 8
MISCELLANEOUS

Section 8.1. Relationship of the Parties. Design/Builder is, for any and all purposes of or related to this Agreement, an independent contractor to Public Agency. In no event shall Design/Builder or any of its Subcontractors, or any officer, employee or agent of either, be deemed or construed to be an officer, employee or agent of Public Agency on account of this Agreement. Nothing herein shall be deemed to establish a relationship of principal and agent between Design/Builder and Public Agency, or any of their respective agents or employees, and neither this Agreement nor any of the Contract Documents may be construed as creating any form of legal association or arrangement that would impose liability upon one Party for the act or failure to act of the other Party.

Section 8.2. Taxes. The Project Fee shall be deemed and construed to include compensation to Design/Builder for any and all duties, sale, use, excise or other similar taxes required by federal, state or local laws in effect as of the Effective Date or promulgated thereafter and payable in connection with the Project.

Section 8.3. Project Records. Design/Builder shall keep and maintain all such books and records as are necessary for proper administration and performance of the Agreement and/or as are required by law and/or this Agreement to be maintained (to the extent exclusively related to the performance of the Agreement, "Project Records"), including, but not limited to, plans and specifications, Change Orders, submittals, cut-sheets, projected energy-savings calculations, requests for information, written notices, permits, testing and inspection reports, and safety records. Pursuant to Government Code Section 8546.7, the California State Auditor has the right, for a period of three years after final payment is made under this Agreement, to examine and audit this Agreement at the request of Public Agency or as part of any audit of Public Agency. To the extent required by Government Code Section 8546.7 during such three-year period, Design/Builder shall allow the California State Auditor and Public Agency to examine and/or audit this Agreement and the relevant Project Records at Design/Builder's offices during normal business hours and upon reasonable advanced notice.

Section 8.4. Ownership and Use of Documents. Any and all conceptual, preliminary, working, and final documents (both originals and reproductions), presentations, computations, analyses, and other documents, in whatever format or storage medium, that have been obtained or prepared for Public Agency by Design/Builder pursuant to this Agreement and that have been paid for by Public Agency in accordance with this Agreement (each a "Project Document") shall be deemed and construed to be and remain the property of Public Agency. Assuming Public Agency has paid in full for the Project Documents, Public Agency shall have the unconditional right to use the Project Documents, for their intended purposes and, at Public Agency's sole discretion, for any other purpose, with no additional compensation due to Design/Builder. Except as expressly agreed in writing, Public Agency shall not be required to employ Design/Builder in connection with any future use of the Project Documents. However, notwithstanding anything to the contrary, Public Agency acknowledges and agrees that the Project Documents are prepared with the expectation and intent that the Project is to be performed and completed by or on behalf Design/Builder; in the event Public Agency terminates this Agreement pursuant to Section 1.4.1, Public Agency acknowledges and agrees that the Project Documents are not intended to be, and shall not be, relied upon by Public Agency or any third party in performing or completing any aspect of the Project. Public Agency shall indemnify and hold Design/Builder harmless for any liabilities caused by Public Agency's use of the Project Documents other than in connection with Design/Builder's completion of the Project.

Section 8.5. Intellectual Property Rights. Nothing in this Agreement shall be deemed or construed to result in Public Agency acquiring any interest or rights in any intellectual property owned, possessed or developed by Design/Builder or any third parties ("Design/Builder Intellectual Property"), including without limitation any Design/Builder Intellectual Property in or underlying the Project Documents. However,

Design/Builder hereby grants Public Agency a perpetual, paid-up, worldwide license to make use of Design/Builder Intellectual Property to the extent that such Design/Builder Intellectual Property is necessary for the proper use, operation and/or maintenance of the Project Documents and/or any other products, services or deliverables provided by Design/Builder pursuant to this Agreement. Design/Builder shall indemnify, defend and hold harmless Public Agency and Public Agency Agents for any infringement of third-party intellectual property rights caused by Design/Builder or any of its Subcontractors in connection with this Agreement.

Section 8.6. Force Majeure. Notwithstanding anything to the contrary, Design/Builder shall not be held responsible (whether by actual or liquidated damages, termination for default, or otherwise) for any delay or non-performance that is caused by circumstances beyond Design/Builder's reasonable control (such as, for example, acts of God or the public enemy, acts of Governmental Authorities, fires, floods, epidemics and/or pandemics, quarantine restrictions, strikes, unusually severe weather, unusually severe shortages in the available supply of materials or equipment needed for performance of the Work, Unforeseen Site Conditions, and delays of common carriers). In the event that Design/Builder's performance hereunder is impacted by such force majeure circumstances, then upon Design/Builder's reasonable request (with appropriate supporting documentation), the Parties shall execute a Change Order reflecting such equitable changes to this Agreement as may be necessary or appropriate under the circumstances.

Section 8.7. Export Control. The products, software, services, information, other deliverables and/or the technologies embedded therein (hereinafter referred to as "*Deliverables*") provided by Design/Builder under this Agreement contain or may contain components and/or technologies from the United States of America ("*US*"), the European Union ("*EU*") and/or other nations. Public Agency acknowledges and agrees that the assignment and/or usage of Deliverables under this Agreement shall fully comply with applicable US, EU and other national and international export control laws and/or regulations. Unless any applicable export licenses have been obtained from the relevant authority and the Design/Builder has approved, the Deliverables shall not (i) be exported and/or re-exported to any destination or party (including without limitation to any individual, group and/or legal entity) restricted by the applicable export control laws and/or regulations; or (ii) be used for those purposes and fields restricted by the applicable export control laws and/or regulations. Public Agency also agrees that the Deliverables will not be used either directly or indirectly in any rocket systems, unmanned air vehicles, and/or nuclear weapons delivery systems, nor will they be used in any design, development, production or use for any weapons (which may include, without limitation, chemical, biological or nuclear weapons). If any necessary or advisable licenses, authorizations or approvals are not obtained, whether arising from inaction by any relevant government authority or otherwise, or if any such licenses, authorizations or approvals are denied or revoked, or if the applicable export control laws and/or regulations would prohibit Design/Builder from fulfilling any order, or would in Design/Builder's judgment otherwise expose Design/Builder to a risk of liability under the applicable export control laws and/or regulations if it fulfilled the order, Design/Builder shall be excused from all obligations under such order and/or this Agreement.

Section 8.8. Ethics and Compliance with Laws. Each Party shall comply in all respects with all Applicable Law governing the duties, obligations, and business practices of that Party. Neither Party shall take any action in violation of any Applicable Law that could result in liability being imposed on the other Party. In the event Public Agency has concerns related to ethics, compliance or Design/Builder's Principles of Responsibility, and/or any potential violations of these policies, Public Agency is welcome to make use of Design/Builder's GreenLine. The GreenLine is Design/Builder's global helpline for external stakeholders. It is a confidential channel through which Public Agencies can ask questions and raise concerns. Reports can be made using the following link: <https://secure.ethicspoint.eu/domain/media/en/gui/104677/index.html>

Section 8.9. Cybersecurity.

8.9.1. Public Agency's Obligations for Its Systems. Public Agency is solely responsible for the implementation and maintenance of a comprehensive security program ("*Security Program*") that contains reasonable and appropriate security measures and safeguards to protect its computer network, systems, machines, and data (collectively, "*Systems*"), including those Systems on which it runs the Deliverables provided by Design/Builder, against Cyber Threats. "*Cyber Threat*" means any circumstance or event with the potential to adversely impact, compromise, damage, or disrupt Public Agency's Systems or that may result in any unauthorized access, acquisition, loss, misuse, destruction, disclosure, and/or modification of Public Agency's Systems, including through malware, hacking, or similar attacks. Without limiting the foregoing, Public Agency shall at a minimum:

- (i) have qualified and experienced personnel with appropriate expertise in cybersecurity maintain Public Agency's Security Program, and have such personnel regularly monitor cyber intelligence feeds and security advisories applicable to Public Agency's Systems or Public Agency's industry;
- (ii) promptly update or patch its Systems or implement other appropriate measures based on any reported Cyber Threats and in compliance with any security notifications or bulletins, whether publicly disclosed on Design/Builder's security notification webpage at <https://www.se.com/ww/en/work/support/cybersecurity/security-notifications.jsp> or otherwise provided to Public Agency;
- (iii) regularly monitor its Systems for possible Cyber Threats;
- (iv) regularly conduct vulnerability scanning, penetration testing, intrusion scanning, and other cybersecurity testing on its Systems; and
- (v) meet the recommendations of Design/Builder's Recommended Cybersecurity Best Practices, available at <https://www.se.com/us/en/download/document/7EN52-0390/>, as may be updated by Design/Builder from time to time, and then-current industry standards.

8.9.2. Public Agency's Use of the Deliverables. Design/Builder may release Updates and Patches for its Deliverables from time to time. Public Agency shall promptly install any Updates and Patches for such Deliverables as soon as they are available in accordance with Design/Builder's installation instructions and using the latest version of the Deliverables, where applicable. An "*Update*" means any software that contains a correction of errors in a Deliverable and/or minor enhancements or improvements for a Deliverable, but does not contain significant new features. A "*Patch*" is an Update that fixes a vulnerability in a Deliverable. Public Agency understands that failing to promptly and properly install Updates or Patches for the Deliverables may result in the Deliverables or Public Agency's Systems becoming vulnerable to certain Cyber Threats or result in impaired functionality, and Design/Builder shall not be liable or responsible for any losses or damages that may result.

8.9.3. Identification of Cyber Threats. If Public Agency identifies or otherwise becomes aware of any vulnerabilities or other Cyber Threats relating to the Deliverables for which Design/Builder has not released a Patch, Public Agency shall promptly notify Design/Builder of such vulnerability or other Cyber Threat(s) via the Design/Builder Report a Vulnerability page (<https://www.se.com/ww/en/work/support/cybersecurity/report-a-vulnerability.jsp#PublicAgencies>) and further provide Design/Builder with any reasonably requested information relating to such vulnerability (collectively, "*Feedback*"). Design/Builder shall have a non-exclusive, perpetual and irrevocable right to use, display, reproduce, modify, and distribute the Feedback (including any confidential information or intellectual property contained therein) in whole or part, including to analyze and fix the vulnerability, to create Patches or Updates for its Public Agencies, and to otherwise modify its Deliverables, in any manner without restrictions, and without any

obligation of attribution or compensation to Public Agency; provided, however, Design/Builder shall not publicly disclose Public Agency's name in connection with such use or the Feedback (unless Public Agency consents otherwise). By submitting Feedback, Public Agency represents and warrants to Design/Builder that Public Agency has all necessary rights in and to such Feedback and all information it contains, including to grant the rights to Design/Builder described herein, and that such Feedback does not infringe any proprietary or other rights of third parties or contain any unlawful information.

Section 8.10. Notices.

Section 8.11. General Requirements. Any and all demands and notices required or permitted to be given pursuant to this Agreement (each a "Notice") must be in writing and must be given or served in accordance with this Section 8.10.

Section 8.12. Methods of Delivery. Each Notice must be sent via: (i) personal delivery, with the name and signature of the recipient obtained upon delivery; (ii) registered or certified United States mail, with postage prepaid and return receipt requested; (iii) FedEx, U.P.S. or other reliable, private delivery service, with the name and signature of the recipient obtained upon delivery; or (iv) electronic mail, with the reference line indicating that it is a "Notice Pursuant to Agreement for Turnkey Design and Construction Services", with confirmation of transmission from the sender's machine or device retained in the sender's files (a copy of which shall be provided to the recipient upon request), and with the original Notice deposited for delivery pursuant to clauses (ii) or (iii) above within 12 hours after electronic transmission. Neither Party may unreasonably refuse to accept delivery of any Notice in an attempt to avoid the giving or service of the Notice, and any such refusal by a Party shall be deemed and construed as a material breach of such Party's obligations pursuant to this Agreement.

Section 8.13. Effect of Receipt. A Notice shall be deemed given or served only upon actual receipt by the addressee. In the case of electronic mail, "actual receipt" must be confirmed by a "Read Receipt" or other confirmation of receipt by the recipient. Notwithstanding the foregoing, if any Notice (including, without limitation, any Notice sent by electronic mail) is delivered after 4:00 p.m. on any weekday, on a weekend (Saturday or Sunday), on any federal or State of California holiday, or on any Public Agency furlough day mandated by the State of California or the Governing Body, the Notice shall be deemed to have been given or served as of 9:00a.m. on the next business day.

Section 8.14. Applicability of Notice Requirements. The requirements of this Section 8.10 shall not be deemed or construed to apply to: (i) communications between Public Agency and/or Design/Builder necessary for day-to-day administration of this Agreement or performance of the Project; or (ii) service of process in accordance with any Applicable Law or court rule.

Section 8.15. Contact Information; Changes. Notice must be addressed and delivered to a Party at the address set forth below, with attention to such Party's representative named below. A Party must give Notice, in accordance with this Section 8.10, of each change in such Party's address, person to whom attention should be directed, or e-mail address. If any such information applicable to a Party changes and such Party does not give Notice of such change, any subsequent Notices addressed and delivered based on such Party's prior contact information shall be deemed and construed to have been properly given or served in accordance with this Section 8.10, regardless of whether "actual receipt" has occurred.

Public Agency:
Orcutt Union School District
500 Dyer Street
Orcutt, CA 93455
Attention: Brad Gitchell, Director MOT

Design/Builder:
Schneider Electric Buildings Americas Inc.
1650 West Crosby Rd
Carrollton, TX 75006
Attention: Tammy Fulop

Section 8.16. Governing Law. This Agreement shall be governed by and interpreted in accordance with California law, regardless of any conflict-of-laws provisions applicable in California or any other jurisdiction.

Section 8.17. Dispute Resolution. To the extent allowed by Applicable Law, any controversy or claim arising out of or relating to this Agreement or the Contract Documents, or any breach thereof, shall be resolved by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration proceeding location shall be in the county in which the Project is located.

Section 8.18. Interpretation of Agreement.

Section 8.19. Fair and Reasonable Interpretations. Prior to execution and delivery of this Agreement, each Party has received, or had unqualified opportunities to receive, independent legal advice from its legal counsel with respect to the advisability of executing this Agreement and the meaning of the provisions herein. Therefore, the provisions of this Agreement shall be construed based on their fair and reasonable meaning, and not for or against any Party based on whether such Party or its legal counsel was primarily responsible for drafting this Agreement or any particular provision herein.

Section 8.20. Headings and Captions. The headings and captions set forth in this Agreement are for the convenience of the reader only and shall not be deemed or construed to establish, define or limit the meaning of any Article, Section or other provision herein.

Section 8.21. Applicable Law Deemed Included. Each and every provision required by any Applicable Law to be included in this Agreement is hereby deemed to be so included, and this Agreement shall be construed and enforced as if all such provisions are so included. If, for any reason, any provision required by any Applicable Law is not expressly included herein, or is not correctly included herein, then, upon request of either Public Agency or Design/Builder, the Parties shall amend this Agreement to include or incorporate, or to correctly include or incorporate, such provision.

Section 8.22. Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable as written, such provision shall be construed consistent with and to the fullest extent permitted under Applicable Law, and any such determination shall not affect or impair the validity, legality and enforceability of the remaining provisions.

Section 8.23. Entire Agreement. This Agreement, together with the Contract Documents, constitutes the entire understanding and agreement between the Parties pertaining to the performance by Design/Builder of the services required by this Agreement, and all prior and contemporaneous agreements, representations and

understandings of the Parties relating to such subject matter, whether oral or written, are hereby superseded and replaced.

Section 8.24. Modifications of Agreement. This Agreement may be amended or otherwise modified only by means of a written instrument duly approved, signed, and delivered by both Parties.

Section 8.25. Waiver. A waiver by a Party of any provision of this Agreement shall be binding only if the waiver is set forth in writing and has been duly approved and signed by the waiving Party. Unless so specified in the written waiver, a waiver by a Party of any provision of this Agreement shall not constitute a waiver of any other provision(s) herein, similar or not, and shall not be construed as a continuing waiver. Except as waived in accordance with this Section, a Party's failure to require performance of any requirement of this Agreement shall not, in any manner, affect the Party's right to enforce the same or any other provision of this Agreement at a later time.

Section 8.26. Successors and Assigns. Neither Party may assign this Agreement without the express written consent of the other Party, and any attempt to do so shall be null and void. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding on, the Parties' authorized successors and assigns.

Section 8.27. Third-Party Beneficiaries. The Parties have entered into this Agreement solely for their own purposes, and this Agreement shall not be deemed or construed to: (i) benefit any third party; (ii) create any right for any third party; or (iii) except as provided by law, provide a basis for any claim, demand, action or other proceeding by any third party.

Section 8.28. Agreement is Public Record. Subject to any legally permissible exceptions, this Agreement is a public record which Public Agency may disclose in accordance with California law.

Section 8.29. Execution of Agreement.

Section 8.30. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. Signature pages may be detached from counterpart originals and combined to physically form one or more copies of this Agreement having original signatures of both Parties.

Section 8.31. Due Authority of Signatories. Each person signing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the Party he or she represents to *execute*, and thereby bind such Party *to*, this Agreement.

In Witness Whereof, the Parties have executed this Agreement as evidenced by the signatures of their authorized representatives below.

Orcutt Union School District

Schneider Electric Buildings Americas, Inc.

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date Signed: _____

Date Signed: _____

Fed. Tax ID No: _____

Exhibit A
Scope of Work - Design Phase of the Project

1. Responsibilities

Public Agency Will:

- A. Provide Design/Builder with all such access, knowledge and history as may be relevant to Design/Builder's analysis and/or design, including, without limitation:
 - (i) access to Public Agency's Facilities, systems and equipment, including remote network access, as necessary or appropriate to facilitate Design/Builder's analysis and design (i.e. enabling Design/Builder to take equipment inventory, determine operating schedules, evaluate known operational deficiencies, perform an energy efficiency analysis, measure actual energy use, etc.);
 - (ii) access to key personnel to discuss operating requirements, maintenance practices, and other information relevant to Design/Builder's analysis;
 - (iii) information relating to any and all known or suspected deficiencies, defects and malfunctions of or affecting the Facilities, systems, equipment and components thereof;
 - (iv) information relating to any site conditions that should be considered in planning and executing the construction services;
 - (v) twenty-six (26) months of electric, gas, and water data, including utility billings on meters for all premises owned by Public Agency; and
 - (vi) access to copies or loans of such documentation as may be relevant to Design/Builder's analysis, including, as applicable and without limitation, Facility plans, equipment lists, and/or other utility invoices.
- B. Meet with Design/Builder to establish Project criteria and make Project decisions in a timely manner.
- C. Promptly inform Design/Builder if at any point Public Agency becomes aware of any portions of scope that will not be included or funding that will not be available for final Project implementation.

Design/Builder Will:

- A. Conduct a Project programming meeting, Facility walk-through(s) and personnel interview(s) to gain an understanding of Facility operations, concerns, needs, and desired performance criteria.
- B. Work with Public Agency to refine performance requirements, financial criteria, and Project scope.
- C. Work with Public Agency to evaluate and apply for relevant grants and incentives.
- D. Provide Public Agency a water, energy, and cost savings analysis demonstrating the simple ROI effect of project finances and operations.
- E. If applicable, provide an energy analysis report sufficient to demonstrate that the anticipated cost to Public Agency of the recommended project developed will be less than the anticipated marginal cost to Public Agency of thermal, electrical, or other energy that would have been consumed by Public Agency in the absence of the Project in accordance with Government Code section 4217.10 *et seq.*
- F. Provide Public Agency with a Project Proposal setting forth the following:
 - (i) Proposed Scope of Construction Work
 - (ii) Proposed Preliminary Construction Schedule
 - (iii) Proposed lump-sum Construction Fee
 - (iv) If applicable:
 - A proposed form of Performance Assurance Support Services Agreement
 - A proposed Performance Guarantee

- A proposed Measurement & Verification (“M&V”) Plan
- A proposed schedule of Public Agency Responsibilities for Performance Guarantee

2. Phases of Design

The Design Scope of Work shall consist of two phases: Conceptual Development (Up to Mid-Term Design Meeting) and Design Development (up to Design Completion Meeting).

A. Conceptual Development (Project Scoping)

- i. At the Mid-term meeting, Design/Builder shall demonstrate for Public Agency whether recommended improvement measures are viable and whether financial benefits (including grants) can be derived by their implementation in an amount sufficient to cover costs associated with the Project.
- ii. Scope of work includes a description of the Energy Conservation Measures (ECM), Energy Generation Measures (EGM) and/or Facility Improvement Measures (FIM), a clear understanding of grant criteria and estimated probability of securing grants, calculation of energy and operational savings, and preliminary costs for the construction of the scope.

B. Design Development (Design Completion)

- (i) Apply for mutually decided upon grants and incentives
- (ii) If applicable and solar PV is mutually agreed upon, complete required PG&E Interconnection Agreements for Net-Energy Metering 2.0 Grandfathering and Solar Pre-Construction Design Services (Geotechnical Analysis, Site Surveys and Underground Utility Investigations)
- (iii) At the Design Completion Meeting, Design/Builder shall provide Public Agency with a Project Proposal setting forth:
 - A proposed final Scope of Construction Work (detailing any included ECMs, EGMs and/or FIMs);
 - A proposed Preliminary Construction Schedule;
 - The proposed Project Fee.
 - If applicable, any proposed energy and/or other operational savings guarantees.

3. Facilities Included

The Design Services will be performed in Public Agency's following facilities. Any additional facilities to be added in the future must be by mutual agreement between Public Agency and Design/Builder:

Facilities
Alice Shaw Elementary School 759 Dahlia Pl, Santa Maria, CA 93455
Joe Nightingale Elementary School 255 Winter Rd, Santa Maria, CA 93455
Lakeview Junior High 3700 Orcutt Rd, Santa Maria, CA 93455
Olga Reed Elementary School 480 Centennial St, Los Alamos, CA 93440
Orcutt Junior High 608 Pinal Ave, Santa Maria, CA 93455
Orcutt Academy Charter High 500 Dyer St, Orcutt, CA 93455
Patterson Road Elementary School 400 Patterson Rd, Santa Maria, CA 93455
Pine Grove Elementary School 1050 E Rice Ranch Rd, Santa Maria, CA 93455
Ralph Dunlap Elementary School 1220 Oak Knoll Rd, Santa Maria, CA 93455
District Office 500 Dyer Street Orcutt. CA 93455

Exhibit B

Preliminary Schedule – Design Phase of the Project

Following is the preliminary schedule for the Design Phase. A firm development schedule will be developed and presented for acceptance by Public Agency once Design/Builder has discussed development requirements and timing with Public Agency.

Item	Target Schedule
Public Agency approves selection of Design/Builder and to move forward with Project at regularly scheduled Board Meeting.	4/13/2022
Public Agency signs Agreement for Turnkey Design and Construction Energy Services authorizing Design/Builder to proceed with design services	4/15/2022
Public Agency provides complete utility information, building plans, etc.	5/2/2022
Design/Builder and Public Agency conduct a preliminary scoping meeting	5/9/2022
Design/Builder and Public Agency conduct a kick-off Meeting and audit sites	6/15/2022
Mid-term Meeting (Preliminary scope of Work, budgetary costs, budgetary savings, grant summary and other funding options)	8/1/2022
Technical and Financial Grant Packages Submitted	9/15/2022
Design Completion Meeting	10/31/2022
Public Agency and Design/Builder complete negotiations of construction services scope and pricing and iron out all details for the Board package.	November 2022
Public Agency posts public notice 2 weeks prior to Board Meeting of approving going forward with the Construction Phase	TBD
Public Agency approves resolution authorizing of Construction Amendment at regularly scheduled board meeting.	TBD
Construction Amendment is executed and serves as NTP allowing Design/Builder to proceed with the Construction Work.	TBD
A construction kick-off meeting is held to prepare for the Construction Phase.	TBD

EXHIBIT C
Design Fee

Design Fee:

The lump-sum "Design Fee" payable to ESCO in consideration for ESCO's performance of the design phase of the Project shall be as follows:

Conceptual Development phase (Project Scoping):	\$35,000
Design Development phase (Design Completion):	\$100,000
Total Design Fee:	\$135,000

Joseph Dana
Assistant Superintendent of Educational Services



March 14, 2022

To: Dr. Holly Edds, District Superintendent
From: Joe Dana
Re: California Department of Education Library Survey

Background

As required by California Education Code 18122, all district elementary and junior high schools have completed the California Department of Education (CDE) School Library Survey for the 2020-2021 school year. The attached results from this online survey are available online at the CDE website.

We are notifying the Board of Trustees of the district's completion of this requirement in compliance with law. Results of the survey are being utilized to improve the quality of library services and collection holdings.

Recommendation

Staff recommends that the Board of Trustees acknowledge the district's completion of this requirement for each of our schools in compliance with law.

Fiscal Impact

No fiscal impact.



School Library Survey Collecting Information from the 2020-2021 Academic Year

Submission Record

Submission ID: 16582

Submission Date: 2/28/2022 11:11:49 AM PT

School: Alice Shaw Elementary (CDS Code: 42692606045736)

1. Did you have a dedicated common area in your school designated as the library in the 2020–2021 academic year?

- Yes, our school had a library located on campus. (Even though the physical space may not have been utilized, or had limited use due to COVID-19, we did provide some library services.)
- Yes, our school had a joint-use school library.
- No, while our school had a library located on campus, it was shuttered and no library work or services were provided due to COVID-19.
- No, we did not have a designated library facility.
- No, we used a library on an adjacent school campus (provide the name of adjacent library used).

Name of the adjacent school library:

No response

If your school building did NOT have a designated library facility, was it because:

- This is a new facility and wasn't open in 2020–2021.
- It never had a library facility.
- This is a virtual academy (At the end of the evaluation, there is space to specify how students access the library program).
- The library facility closed during the past three years.
- The library facility closed more than three years ago.

If your school had a library facility in the past but no longer does, what were the reasons for the closure of the school library? Please check all that apply:

- Budget cuts
- Administrative decision
- Staffing cuts
- Collection was too old to be useful and the cost to update too prohibitive
- Space needed for other purposes
- Lack of use
- Damaged or destroyed by natural disaster
- Other
- I'm not sure

2. Our school had a joint-use library with a:

- Public Library
- College
- Another K–12 school – Within district or outside of district?

Specify name of the joint-use partner:

No response

3. If possible, briefly explain how the joint-use school library was funded and managed (e.g., each site had its own budget for collection development, and we shared staff; I'm not sure).

No response

These questions (unless noted) focus on the library program at the site level. If you worked at multiple sites, answer the questions as the program ran for the present school you are completing the survey for, and complete a separate survey for each site at which you worked.

4. We had a partnership with our local public library.

- Yes
- No

Please provide a brief description of the partnership (e.g., after school programs, accessing public library databases – online eCard, One Card program – student ID is full public library access card).

No response

Library Staffing

For purposes of answering questions referring to staff working in the library, stop and think about how the library staff was paid. If staff was paid a teacher salary, select credentialed, but if staff was paid a classified salary, select classified.

Credentialed Teacher Librarian – Individual holds a California teaching credential and a California Teacher Librarian Services Credential or an Emergency Teacher Librarian Services Credential and is **paid as a teacher**.

Credentialed Teacher, Not Librarian – Individual holds a California teaching credential with no library endorsement and is **paid as a teacher**.

Classified Library Staff – May be called librarian, aide, clerk, technician, assistant, etc., but is **NOT paid as a teacher**.

5. Did you have at least one paid credentialed staff working in the school library?

(Teacher contract and certificated salary schedule) (*Contracting for a Librarian of Record does not count at the school level.*)

- Yes
- No

6. What library certification did the credentialed staff hold?

- Credentialed teacher librarian
- Emergency-credentialed teacher librarian
- Credentialed teacher without a teacher librarian credential
- Other (please explain)

Please explain certificate held by the credentialed staff.

No response

7. Did you have at least one paid classified library staff working in the school library?

(Classified contract and classified salary schedule)

- Yes
- No

Some districts require their classified library staff to possess an A.A. degree in Library Support Staff Certification (LSSC). For further information, visit [LSSC home page](#).

8. What training did the classified library staff possess and/or receive? (Select all that apply.)

- None
- District-based training
- County Office of Education sponsored training (e.g., Instructional Media Resource Assistant [IMRA])
- Public library sponsored training
- Conferences (e.g., CSLA Annual Conference, regional workshops, CUE)
- Professional Growth Units (e.g., Infopeople courses)
- A.A. degree in Library Support Staff Certification (specify the program where the certificate was earned below)
- Other (specify below)

Specify where you earned your certificate:

No response

Specify other classified training:

No response

Please enter the total number of weekly hours typically worked for all paid staff assigned to this single school library. For example, if there were two school/teacher librarians and one worked 40 hours per week and the other worked 20 hours per week, enter 60 for the weekly hours. If there were no hours worked, then mark 0. The Full Time Equivalent (FTE) hours will be calculated for you. We understand that, in response to COVID-19 and remote learning, some districts assigned library staff to perform duties outside the library. At the end of the evaluation, you will have the opportunity to share what duties you performed in 2020–2021.

Profession	Weekly Hours	FTE
9. Credentialed staff	0.00	0.000

10. Classified staff	24.00	0.600
Totals:	24.00	0.600

11. At how many different school libraries did the certificated staff serve in 2020–2021? No response

12. At how many different school libraries did the classified staff serve in 2020–2021? 1

In the following section, some of the questions focus on Access as outlined in the [California Model School Library Standards](#) (CA MSLS) – School Library Program Standard B (Access).

Library Access

Library Service Hours in a Typical Week

Report the typical weekly number of hours the school library was staffed and open for use. For the 2020-2021 year, consider these questions through the lens of remote learning, the number of hours you were available to work with teachers and students, and how the time was scheduled.

13. How many hours total was school library service available per week, typically (e.g., 32 hours)? 24

14. When was school library service typically available for student use? (Select all that apply.)

- Before classes started
- During class time
- During breaks (e.g., nutrition)
- During lunch
- After school
- Some evenings
- On weekends
- Summer school
- None of the above

15. Which of the following terms best describe the method used to schedule classes for school library services?

- Fixed/Block (classes scheduled at regularly specified times)
- Flexible (open schedule [i.e., scheduled visits at varying times according to need])
- Mixed (some classes block scheduled/flexibly scheduled)
- No class visits

16. Approximately how many school days per school year was the library in your building closed for use as a testing space or for other use not related specifically to the library program? We understand that, for most, this question is not applicable during Covid-19 and remote learning, so select 0.

- 0
- 1–5
- 6–10
- 11–20
- 20 or more

Library's Physical Space

When answering this section, consider the physical space even if students did not have access to the facility.

Description	Yes/No Answer
17. a) The library facility had enough space to accommodate one class for instruction.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
b) Plus additional individuals and small groups working independently.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
18. There was enough space to accommodate the library collection, furnishings, and equipment.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
19. The space was flexible, allowing for different configurations depending upon need.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
20. The library had a makerspace.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Library's Virtual Presence

Did the school library have:

Description	Answer
21. A library website with or without access to online library catalog	<input checked="" type="checkbox"/> With <input type="checkbox"/> Without <input type="checkbox"/> Not applicable (school library did not have website)
22. Collaboration software (e.g., SharePoint, Google Drive, Teams etc.)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
23. Was your library program promoted via social media?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Computers/Tablet Devices

CA MSLS recommend the following number of computers in the school library: minimum of one class set of networked computers composed of at least 10 at the elementary school, 15 at the middle school, and 25 at the high school.

24. How many computers were housed in and available in your school library for direct instruction and/or student use during library programs? 0

25. Did your school issue every student a laptop or tablet? (Select all that apply.)

- Laptop (including Chromebooks)
- Tablets (e.g., iPad, Playbook, Kindle, Galaxy Tab, etc.)
- Not applicable (we were not a 1:1 school)
- Other (please specify [e.g., 1:1 for third grade on up])

Please specify for other (e.g., 1:1 for third grade on up)

No response

26. Was library staff responsible for distribution, tracking, and management of student laptops and/or tablets?

- Yes, a large portion of staff time is spent managing devices.
- Yes, a moderate amount of time is spent managing devices.
- Yes, a limited amount of time is spent managing devices.
- No, library staff was not responsible for managing devices.
- No, we do not provide students laptops and/or tablets.

27. Considering the school district's filtering software, were students able to access and utilize web-based productivity/collaboration tools (e.g., wikis, blogs, Google Docs, or similar tools) via the school network?

- Yes, with unlimited access
- Yes, with limited access
- No access

28. When were students allowed to bring their own computers/devices to the library? (Select all that apply.)

- For individual use
- For class use
- For direct instruction
- Not allowed
- Not Applicable – remote learning

RESOURCES: School Library Collection

In the following section, some of the questions focus on Resources as outlined in the [California Model School Library Standards – School Library Program Standard D \(Resources\)](#). Resources include print and digital materials (e.g., subscription databases, audiobooks, e-books) that align with the curriculum and are accessible to students with various cognitive or language needs. Consider the collection and not access to the collection during remote learning.

Overall Collection

29. Enter the number of print books in the school library collection at the end of the 2020–2021 academic year. Include reference books in your count, and count each reference volume as one.

- 2,499 or less
- 2,500–4,999
- 5,000–7,499

- 7,500–9,999
- 10,000–12,499
- 12,500–14,999
- 15,000–17,499
- 17,500–19,999
- 20,000–22,499
- 22,500–24,999
- 25,000–27,499
- 27,500–29,999
- 30,000–34,999
- 35,000 or more

30. Were electronic book (e-Book) titles purchased for library use during the 2020–2021 academic year?

- Yes
- No
- Not Applicable

31. Enter the number of print subscriptions to magazines and newspapers during the 2020–2021 academic year (count subscriptions, not individual titles or issues).

- Zero
- 10 or fewer
- 11–20
- 21–30
- More than 30

Age of Collection

To determine the average copyright date of the books in a Dewey section, if your library management system will not automatically calculate the average, follow the steps below for a manual calculation:

- Count the number of books in all of the Dewey section being surveyed.
- Next, add the copyright dates of all the books in the Dewey section being surveyed.
- Divide the sum of the copyright dates by the total number of books in the Dewey section being surveyed.
- Enter whole numbers only. Do not use letters, words, or any form of punctuation.
- Example: Assuming you had only six books in the Dewey section being surveyed and their copyright dates were 1984, 1992, 2001, 2005, and two books from 2011, then: $1984 + 1992 + 2001 + 2005 + 2011 + 2011 = 12,004$. Then $12,004 \div 6 = 2001$ (rounded off to a whole number).
- Correct entry: 2001.

32. Enter the average copyright date of the books listed under the subject heading “Native Americans” (or the former heading “Indians of North America”) Include books in the circulating section, reference section, and digital titles owned by the library.

Average copyright date of “Native American” books. Round off to a four digit year. 1999

33. Enter the average copyright date of the books in your whole collection. Include books in the circulating section, reference section, and the digital titles owned by the library. Do NOT include online subscriptions to e-books (e.g., Overdrive, Turtle Books, SORA, etc.).

Average copyright date of books in your whole collection. Round off to a four digit year. 1999

34. What was the name of the most recent U.S. president who had a whole book on him IN THE LIBRARY COLLECTION?

Donald Trump

Licensed Databases

35. Did your library offer access to any online subscription information databases for students in the 2020–2021 academic year? This question does not apply to databases offered by the local public library, California’s K–12 Online Resources, or search engines. Examples of subscription information databases include: EBSCO *Ultra*, *Gale’s In Context*, *World Book Online*, etc.

- Yes
- No

36. Did your school provide access to California’s K–12 Online Resources - Encyclopaedia Britannica, Pro-Quest, and TeachingBooks?

- Yes
- No

2020–2021 Budget

We encourage you to work with your principal and/or office staff to answer questions related to how the school funds and supports the library program.

37. How much money was spent in the school library for the purchase of library books during the 2020–2021 academic year? Include both print titles and digital titles (eBooks that you own). Include processing costs if purchased with library books.

- No Budget
- Less than \$1,000
- Less than \$2,000
- Less than \$3,000
- Less than \$4,000
- Less than \$5,000
- \$5,000–\$9,999
- \$10,000–\$14,999
- \$15,000–\$19,999
- \$20,000–\$24,999
- \$25,000–\$29,999
- \$30,000–\$34,999
- \$35,000–\$39,999
- \$40,000–\$44,999
- \$45,000–\$49,999
- \$50,000 or more

a. Was the budget to purchase library books provided at the site level or the district level? District

38. If you spent more than \$50,000 on books enter the amount here.

PLEASE NOTE: Enter whole numbers only. Do not use letters, words, or any form of punctuation.

Correct entry: 150000.

Incorrect entries: "approx. 150,000," "one hundred fifty thousand," "150,000+."

No response

39. How much money was spent in the school library for the purchase of library materials other than books during the 2020–2021 academic year? Include periodicals (paper or electronic), technology and media resources, online subscriptions to resources, and related equipment. Do not include salaries, conference expenses, routine supplies, maintenance agreements, district purchases of shared electronic databases, etc.

- No Budget
- Less than \$1,000
- Less than \$2,000
- Less than \$3,000
- Less than \$4,000
- Less than \$5,000
- \$5,000–\$9,999
- \$10,000–\$14,999
- \$15,000–\$19,999
- \$20,000–\$24,999
- \$25,000 or more

a. Was the budget to purchase library materials other than books provided at the site level or the district level? 0

40. If you spent more than \$25,000 on materials other than books, enter the amount here.

PLEASE NOTE: Enter whole numbers only. Do not use letters, words, or any form of punctuation.

Correct entry: 150000.

Incorrect entries: "approx. 150,000," "one hundred fifty thousand," "150,000+."

No response

41. Check one or more of the following funds used to purchase library materials during the 2020–2021 academic year.

- General/LCFF (district or site)
- State Lottery Funds
- Fundraising (parent groups, book fairs, etc.)
- Title I (federal)
- Local Bond Measure
- Start-up Funds (special reserve fund)
- CARES Act Funds

- Other (One-time discretionary grants to districts, etc.)
- None of the above

42. Was your library program written into your Local Control Accountability Plan (LCAP)?

- Yes
- No

Was the library funding tied to your LCAP?

- Yes
- No

Curriculum and Instruction

General Programming

This section is designed to gather a basic understanding of the type of library program offered to your school community. The questions move from broad general program questions to progressively more focused questions on instruction and teaching. The [California Model School Library Standards](#) provide the emphasis on instruction and teaching.

43. Did the library staff serve on the school site council?

- Yes
- No

Did library staff attend meetings of the school site council two or more times per academic year?

- Yes
- No

44. Did you have a library policy/procedure manual?

- Yes
- No

45. When was the last time library staff job descriptions were updated and approved?

2006

46. How often did the library staff meet at the district level for planning and professional development?

- Monthly (or more frequently)
- Quarterly
- Twice a year
- Once a year
- None

Who was responsible for organizing and leading these meetings (if there were no meetings, answer N/A)?

Assistant Super Intendent

Basic Services

This section of questions asks about general services and basic instruction that might be performed by any and all library staff regardless of credential and/or title. We understand normal library services stopped or changed significantly during Covid 19, and remote learning. As you answer these questions, consider how you adapted services during remote learning.

Description	Answer
47. Informally instructed students in the use of resources (e.g., care and handling of books, library layout, parts of books, locating books, etc.)	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never

48. Provided reading, listening, and viewing guidance for students	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never
49. Communicated proactively with principal	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input checked="" type="checkbox"/> Less than once per month <input type="checkbox"/> Never
50. Managed a schoolwide reading program (e.g., AR, Read 180, Reading Counts)	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never

51. What types of activities occurred during a typical class session? (Select all that apply.)

- Returned, selected, and checked out new books
- Storytime/Book talks
- Provided training in basic library skills (e.g., care and handling of books, library layout, parts of books, locating books, etc.)
- Worked on research projects
- Not Applicable – no class sessions

52. What was the average number of classes that had a library session in a typical week? 0

53. A typical class session lasted:

- 20 minutes or less
- 30 minutes
- 45 minutes
- 60 minutes
- Varied depending on class and project needs
- Not applicable - no class sessions

54. What modalities did you use to provide library services and instruction: (Select all that apply.)

- Face to face
- Email
- Online synchronous
- Via library portal
- Online Asynchronous
- Social media
- Podcast
- Via school publications (e.g., school newsletter, flyer)
- Contactless book/material distribution (e.g., reserving books online, books left on a cart for pickup, drive by pick up)

Teaching Approaches

These next questions are intended to gain an accurate picture of what level of services were being provided in your school library program. While the questions' emphases are on a strong library program – the ideal: a team of a teacher librarian + library support staff – we expect to see a range of services provided that correspond to the staffing level and staff expertise.

Report how often you engaged in various teaching activities as defined in the [California Model School Library Standards](#) – School Library Program Standard C (teacher librarian responsibilities).

Like the previous section, we understand teaching approaches changed, and some of these questions may not be relevant to your situation. How often did you engage in the following activities?

Question	Answer
55. Planned instructional unit with teachers	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
56. Taught students how to use digital resources	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
57. a) Managed the library, including collection development and supervision of ordering	<input type="checkbox"/> Select One... <input checked="" type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
b) Our collection development included weeding, de-selection, and withdrawals	<input type="checkbox"/> Select One... <input checked="" type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
58. Responsible for cataloging	<input type="checkbox"/> Select One... <input checked="" type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
59. Supervised the work of paraprofessionals, student aides, and volunteers	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
60. Went into classrooms to provide instruction	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian

61. Library classes were taught while classroom teachers had planning time.

- Yes
 No

Please explain what types of activities or instruction occurred in the library during teaching planning time:

No response

62. How did you implement the *CA MSLS*?

- Aligned the standards to our library instruction.
 Embedded the standards into the curriculum.
 While we were familiar with the standards, we did not use them to guide instruction.
 We were not familiar with these standards.

63. I was called upon to lead and/or provide professional development.

- Yes
 No

I led and provided professional development in the following manner (select all that apply):

- 1:1
 Small groups of teachers
 Grade-level meetings
 Staff meetings
 District-level trainings
 Other (please specify)

Describe the manner in which you led and provided professional development (other):

No response

64. What information would you like to share that was not asked in this library program evaluation tool? (e.g., describe how the library program ran when schools went virtual due to COVID-19; describe duties you were assigned)

No response

Contact Information

Respondent Information

Name: Rosemary Weddle
Title: Media Specialist
Email: rweddle@orcutt-schools.net
Phone: 805-938-8872

Library website URL: No response
(If your library has a website.)

In case we need to clarify any of your answers, please provide the appropriate contact information for the individual responsible for library services in your district. (In some cases this may be the same individual as above.)

Name: Rosemary Weddle
Email: rweddle@orcutt-schools.net
Phone: 805-938-8872

Thank you for your time and effort to complete this evaluation tool. Your answers are invaluable.

Questions: Renée Ousley-Swank, Education Consultant | ROusleySwank@cde.ca.gov | 916-319-0449



School Library Survey Collecting Information from the 2020-2021 Academic Year

Submission Record

Submission ID: 16310
Submission Date: 2/15/2022 9:04:53 AM PT

School: Joe Nightingale Elementary (CDS Code: 42692606045777)

1. Did you have a dedicated common area in your school designated as the library in the 2020–2021 academic year?

- Yes, our school had a library located on campus. (Even though the physical space may not have been utilized, or had limited use due to COVID-19, we did provide some library services.)
- Yes, our school had a joint-use school library.
- No, while our school had a library located on campus, it was shuttered and no library work or services were provided due to COVID-19.
- No, we did not have a designated library facility.
- No, we used a library on an adjacent school campus (provide the name of adjacent library used).

Name of the adjacent school library:

No response

If your school building did NOT have a designated library facility, was it because:

- This is a new facility and wasn't open in 2020–2021.
- It never had a library facility.
- This is a virtual academy (At the end of the evaluation, there is space to specify how students access the library program).
- The library facility closed during the past three years.
- The library facility closed more than three years ago.

If your school had a library facility in the past but no longer does, what were the reasons for the closure of the school library? Please check all that apply:

- Budget cuts
- Administrative decision
- Staffing cuts
- Collection was too old to be useful and the cost to update too prohibitive
- Space needed for other purposes
- Lack of use
- Damaged or destroyed by natural disaster
- Other
- I'm not sure

2. Our school had a joint-use library with a:

- Public Library
- College
- Another K–12 school – Within district or outside of district?

Specify name of the joint-use partner:
No response

3. If possible, briefly explain how the joint-use school library was funded and managed (e.g., each site had its own budget for collection development, and we shared staff; I'm not sure).

No response

These questions (unless noted) focus on the library program at the site level. If you worked at multiple sites, answer the questions as the program ran for the present school you are completing the survey for, and complete a separate survey for each site at which you worked.

4. We had a partnership with our local public library.

- Yes
- No

Please provide a brief description of the partnership (e.g., after school programs, accessing public library databases – online eCard, One Card program – student ID is full public library access card).

No response

Library Staffing

For purposes of answering questions referring to staff working in the library, stop and think about how the library staff was paid. If staff was paid a teacher salary, select credentialed, but if staff was paid a classified salary, select classified.

Credentialed Teacher Librarian – Individual holds a California teaching credential and a California Teacher Librarian Services Credential or an Emergency Teacher Librarian Services Credential and is **paid as a teacher**.

Credentialed Teacher, Not Librarian – Individual holds a California teaching credential with no library endorsement and is **paid as a teacher**.

Classified Library Staff – May be called librarian, aide, clerk, technician, assistant, etc., but is **NOT paid as a teacher**.

5. Did you have at least one paid credentialed staff working in the school library?

(Teacher contract and certificated salary schedule) (*Contracting for a Librarian of Record does not count at the school level.*)

- Yes
- No

6. What library certification did the credentialed staff hold?

- Credentialed teacher librarian
- Emergency-credentialed teacher librarian
- Credentialed teacher without a teacher librarian credential
- Other (please explain)

Please explain certificate held by the credentialed staff.

No response

7. Did you have at least one paid classified library staff working in the school library?

(Classified contract and classified salary schedule)

- Yes
- No

Some districts require their classified library staff to possess an A.A. degree in Library Support Staff Certification (LSSC). For further information, visit [LSSC home page](#).

8. What training did the classified library staff possess and/or receive? (Select all that apply.)

- None
- District-based training
- County Office of Education sponsored training (e.g., Instructional Media Resource Assistant [IMRA])
- Public library sponsored training
- Conferences (e.g., CSLA Annual Conference, regional workshops, CUE)
- Professional Growth Units (e.g., Infopeople courses)
- A.A. degree in Library Support Staff Certification (specify the program where the certificate was earned below)
- Other (specify below)

Specify where you earned your certificate:

No response

Specify other classified training:

No response

Please enter the total number of weekly hours typically worked for all paid staff assigned to this single school library. For example, if there were two school/teacher librarians and one worked 40 hours per week and the other worked 20 hours per week, enter 60 for the weekly hours. If there were no hours worked, then mark 0. The Full Time Equivalent (FTE) hours will be calculated for you. We understand that, in response to COVID-19 and remote learning, some districts assigned library staff to perform duties outside the library. At the end of the evaluation, you will have the opportunity to share what duties you performed in 2020–2021.

Profession	Weekly Hours	FTE
9. Credentialed staff	0.00	0.000

10. Classified staff	35.00	0.875
Totals:	35.00	0.875

11. At how many different school libraries did the certificated staff serve in 2020–2021? No response

12. At how many different school libraries did the classified staff serve in 2020–2021? 6

In the following section, some of the questions focus on Access as outlined in the [California Model School Library Standards](#) (CA MSLs) – School Library Program Standard B (Access).

Library Access

Library Service Hours in a Typical Week

Report the typical weekly number of hours the school library was staffed and open for use. For the 2020-2021 year, consider these questions through the lens of remote learning, the number of hours you were available to work with teachers and students, and how the time was scheduled.

13. How many hours total was school library service available per week, typically (e.g., 32 hours)? 35

14. When was school library service typically available for student use? (Select all that apply.)

- Before classes started
- During class time
- During breaks (e.g., nutrition)
- During lunch
- After school
- Some evenings
- On weekends
- Summer school
- None of the above

15. Which of the following terms best describe the method used to schedule classes for school library services?

- Fixed/Block (classes scheduled at regularly specified times)
- Flexible (open schedule [i.e., scheduled visits at varying times according to need])
- Mixed (some classes block scheduled/flexibly scheduled)
- No class visits

16. Approximately how many school days per school year was the library in your building closed for use as a testing space or for other use not related specifically to the library program? We understand that, for most, this question is not applicable during Covid-19 and remote learning, so select 0.

- 0
- 1–5
- 6–10
- 11–20
- 20 or more

Library's Physical Space

When answering this section, consider the physical space even if students did not have access to the facility.

Description	Yes/No Answer
17. a) The library facility had enough space to accommodate one class for instruction.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
b) Plus additional individuals and small groups working independently.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
18. There was enough space to accommodate the library collection, furnishings, and equipment.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
19. The space was flexible, allowing for different configurations depending upon need.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
20. The library had a makerspace.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Library's Virtual Presence

Did the school library have:

Description	Answer
21. A library website with or without access to online library catalog	<input checked="" type="checkbox"/> With <input type="checkbox"/> Without <input type="checkbox"/> Not applicable (school library did not have website)
22. Collaboration software (e.g., SharePoint, Google Drive, Teams etc.)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
23. Was your library program promoted via social media?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Computers/Tablet Devices

CA MSLS recommend the following number of computers in the school library: minimum of one class set of networked computers composed of at least 10 at the elementary school, 15 at the middle school, and 25 at the high school.

24. How many computers were housed in and available in your school library for direct instruction and/or student use during library programs? 3

25. Did your school issue every student a laptop or tablet? (Select all that apply.)

- Laptop (including Chromebooks)
- Tablets (e.g., iPad, Playbook, Kindle, Galaxy Tab, etc.)
- Not applicable (we were not a 1:1 school)
- Other (please specify [e.g., 1:1 for third grade on up])

Please specify for other (e.g., 1:1 for third grade on up)

No response

26. Was library staff responsible for distribution, tracking, and management of student laptops and/or tablets?

- Yes, a large portion of staff time is spent managing devices.
- Yes, a moderate amount of time is spent managing devices.
- Yes, a limited amount of time is spent managing devices.
- No, library staff was not responsible for managing devices.
- No, we do not provide students laptops and/or tablets.

27. Considering the school district's filtering software, were students able to access and utilize web-based productivity/collaboration tools (e.g., wikis, blogs, Google Docs, or similar tools) via the school network?

- Yes, with unlimited access
- Yes, with limited access
- No access

28. When were students allowed to bring their own computers/devices to the library? (Select all that apply.)

- For individual use
- For class use
- For direct instruction
- Not allowed
- Not Applicable – remote learning

RESOURCES: School Library Collection

In the following section, some of the questions focus on Resources as outlined in the [California Model School Library Standards – School Library Program Standard D \(Resources\)](#). Resources include print and digital materials (e.g., subscription databases, audiobooks, e-books) that align with the curriculum and are accessible to students with various cognitive or language needs. Consider the collection and not access to the collection during remote learning.

Overall Collection

29. Enter the number of print books in the school library collection at the end of the 2020–2021 academic year. Include reference books in your count, and count each reference volume as one.

- 2,499 or less
- 2,500–4,999
- 5,000–7,499

- 7,500–9,999
- 10,000–12,499
- 12,500–14,999
- 15,000–17,499
- 17,500–19,999
- 20,000–22,499
- 22,500–24,999
- 25,000–27,499
- 27,500–29,999
- 30,000–34,999
- 35,000 or more

30. Were electronic book (e-Book) titles purchased for library use during the 2020–2021 academic year?

- Yes
- No
- Not Applicable

31. Enter the number of print subscriptions to magazines and newspapers during the 2020–2021 academic year (count subscriptions, not individual titles or issues).

- Zero
- 10 or fewer
- 11–20
- 21–30
- More than 30

Age of Collection

To determine the average copyright date of the books in a Dewey section, if your library management system will not automatically calculate the average, follow the steps below for a manual calculation:

- Count the number of books in all of the Dewey section being surveyed.
- Next, add the copyright dates of all the books in the Dewey section being surveyed.
- Divide the sum of the copyright dates by the total number of books in the Dewey section being surveyed.
- Enter whole numbers only. Do not use letters, words, or any form of punctuation.
- Example: Assuming you had only six books in the Dewey section being surveyed and their copyright dates were 1984, 1992, 2001, 2005, and two books from 2011, then: $1984 + 1992 + 2001 + 2005 + 2011 + 2011 = 12,004$. Then $12,004 \div 6 = 2001$ (rounded off to a whole number).
- Correct entry: 2001.

32. Enter the average copyright date of the books listed under the subject heading “Native Americans” (or the former heading “Indians of North America”) Include books in the circulating section, reference section, and digital titles owned by the library.

Average copyright date of “Native American” books. Round off to a four digit year. 1995

33. Enter the average copyright date of the books in your whole collection. Include books in the circulating section, reference section, and the digital titles owned by the library. Do NOT include online subscriptions to e-books (e.g., Overdrive, Turtle Books, SORA, etc.).

Average copyright date of books in your whole collection. Round off to a four digit year. 1999

34. What was the name of the most recent U.S. president who had a whole book on him IN THE LIBRARY COLLECTION?

Obama

Licensed Databases

35. Did your library offer access to any online subscription information databases for students in the 2020–2021 academic year? This question does not apply to databases offered by the local public library, California’s K–12 Online Resources, or search engines. Examples of subscription information databases include: EBSCO *Ultra*, *Gale’s In Context*, *World Book Online*, etc.

- Yes
- No

36. Did your school provide access to California’s K–12 Online Resources - Encyclopaedia Britannica, Pro-Quest, and TeachingBooks?

- Yes
- No

2020–2021 Budget

We encourage you to work with your principal and/or office staff to answer questions related to how the school funds and supports the library program.

37. How much money was spent in the school library for the purchase of library books during the 2020–2021 academic year? Include both print titles and digital titles (eBooks that you own). Include processing costs if purchased with library books.

- No Budget
- Less than \$1,000
- Less than \$2,000
- Less than \$3,000
- Less than \$4,000
- Less than \$5,000
- \$5,000–\$9,999
- \$10,000–\$14,999
- \$15,000–\$19,999
- \$20,000–\$24,999
- \$25,000–\$29,999
- \$30,000–\$34,999
- \$35,000–\$39,999
- \$40,000–\$44,999
- \$45,000–\$49,999
- \$50,000 or more

a. Was the budget to purchase library books provided at the site level or the district level? District

38. If you spent more than \$50,000 on books enter the amount here.

PLEASE NOTE: Enter whole numbers only. Do not use letters, words, or any form of punctuation.

Correct entry: 150000.

Incorrect entries: "approx. 150,000," "one hundred fifty thousand," "150,000+."

No response

39. How much money was spent in the school library for the purchase of library materials other than books during the 2020–2021 academic year? Include periodicals (paper or electronic), technology and media resources, online subscriptions to resources, and related equipment. Do not include salaries, conference expenses, routine supplies, maintenance agreements, district purchases of shared electronic databases, etc.

- No Budget
- Less than \$1,000
- Less than \$2,000
- Less than \$3,000
- Less than \$4,000
- Less than \$5,000
- \$5,000–\$9,999
- \$10,000–\$14,999
- \$15,000–\$19,999
- \$20,000–\$24,999
- \$25,000 or more

a. Was the budget to purchase library materials other than books provided at the site level or the district level? district

40. If you spent more than \$25,000 on materials other than books, enter the amount here.

PLEASE NOTE: Enter whole numbers only. Do not use letters, words, or any form of punctuation.

Correct entry: 150000.

Incorrect entries: "approx. 150,000," "one hundred fifty thousand," "150,000+."

No response

41. Check one or more of the following funds used to purchase library materials during the 2020–2021 academic year.

- General/LCFF (district or site)
- State Lottery Funds
- Fundraising (parent groups, book fairs, etc.)
- Title I (federal)
- Local Bond Measure
- Start-up Funds (special reserve fund)
- CARES Act Funds

- Other (One-time discretionary grants to districts, etc.)
- None of the above

42. Was your library program written into your Local Control Accountability Plan (LCAP)?

- Yes
- No

Was the library funding tied to your LCAP?

- Yes
- No

Curriculum and Instruction

General Programming

This section is designed to gather a basic understanding of the type of library program offered to your school community. The questions move from broad general program questions to progressively more focused questions on instruction and teaching. The [California Model School Library Standards](#) provide the emphasis on instruction and teaching.

43. Did the library staff serve on the school site council?

- Yes
- No

Did library staff attend meetings of the school site council two or more times per academic year?

- Yes
- No

44. Did you have a library policy/procedure manual?

- Yes
- No

45. When was the last time library staff job descriptions were updated and approved?

2006

46. How often did the library staff meet at the district level for planning and professional development?

- Monthly (or more frequently)
- Quarterly
- Twice a year
- Once a year
- None

Who was responsible for organizing and leading these meetings (if there were no meetings, answer N/A)?

Asst. Supt.

Basic Services

This section of questions asks about general services and basic instruction that might be performed by any and all library staff regardless of credential and/or title. We understand normal library services stopped or changed significantly during Covid 19, and remote learning. As you answer these questions, consider how you adapted services during remote learning.

Description	Answer
47. Informally instructed students in the use of resources (e.g., care and handling of books, library layout, parts of books, locating books, etc.)	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never

48. Provided reading, listening, and viewing guidance for students	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never
49. Communicated proactively with principal	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input checked="" type="checkbox"/> Less than once per month <input type="checkbox"/> Never
50. Managed a schoolwide reading program (e.g., AR, Read 180, Reading Counts)	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never

51. What types of activities occurred during a typical class session? (Select all that apply.)

- Returned, selected, and checked out new books
- Storytime/Book talks
- Provided training in basic library skills (e.g., care and handling of books, library layout, parts of books, locating books, etc.)
- Worked on research projects
- Not Applicable – no class sessions

52. What was the average number of classes that had a library session in a typical week? 0

53. A typical class session lasted:

- 20 minutes or less
- 30 minutes
- 45 minutes
- 60 minutes
- Varied depending on class and project needs
- Not applicable - no class sessions

54. What modalities did you use to provide library services and instruction: (Select all that apply.)

- Face to face
- Email
- Online synchronous
- Via library portal
- Online Asynchronous
- Social media
- Podcast
- Via school publications (e.g., school newsletter, flyer)
- Contactless book/material distribution (e.g., reserving books online, books left on a cart for pickup, drive by pick up)

Teaching Approaches

These next questions are intended to gain an accurate picture of what level of services were being provided in your school library program. While the questions' emphases are on a strong library program – the ideal: a team of a teacher librarian + library support staff – we expect to see a range of services provided that correspond to the staffing level and staff expertise.

Report how often you engaged in various teaching activities as defined in the [California Model School Library Standards](#) – School Library Program Standard C (teacher librarian responsibilities).

Like the previous section, we understand teaching approaches changed, and some of these questions may not be relevant to your situation. How often did you engage in the following activities?

Question	Answer
55. Planned instructional unit with teachers	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
56. Taught students how to use digital resources	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input checked="" type="checkbox"/> Less than once per month <input type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
57. a) Managed the library, including collection development and supervision of ordering	<input type="checkbox"/> Select One... <input checked="" type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
b) Our collection development included weeding, de-selection, and withdrawals	<input type="checkbox"/> Select One... <input checked="" type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
58. Responsible for cataloging	<input type="checkbox"/> Select One... <input checked="" type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
59. Supervised the work of paraprofessionals, student aides, and volunteers	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
60. Went into classrooms to provide instruction	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian

61. Library classes were taught while classroom teachers had planning time.

- Yes
- No

Please explain what types of activities or instruction occurred in the library during teaching planning time:

No response

62. How did you implement the *CA MSLS*?

- Aligned the standards to our library instruction.
- Embedded the standards into the curriculum.
- While we were familiar with the standards, we did not use them to guide instruction.
- We were not familiar with these standards.

63. I was called upon to lead and/or provide professional development.

- Yes
- No

I led and provided professional development in the following manner (select all that apply):

- 1:1
- Small groups of teachers
- Grade-level meetings
- Staff meetings
- District-level trainings
- Other (please specify)

Describe the manner in which you led and provided professional development (other):

No response

64. What information would you like to share that was not asked in this library program evaluation tool? (e.g., describe how the library program ran when schools went virtual due to COVID-19; describe duties you were assigned)

No response

Contact Information

Respondent Information

Name: Kara Lane
Title: Media Specialist
Email: klane@orcutt-schools.net
Phone: 805-938-8650

Library website URL: <https://sites.google.com/orcutt-schools.net/jnlibrary/home>
(If your library has a website.)

In case we need to clarify any of your answers, please provide the appropriate contact information for the individual responsible for library services in your district. (In some cases this may be the same individual as above.)

Name: Kara Lane
Email: klane@orcutt-schools.net
Phone: 805-938-8650

Thank you for your time and effort to complete this evaluation tool. Your answers are invaluable.



School Library Survey Collecting Information from the 2020-2021 Academic Year

Submission Record

Submission ID: 16591

Submission Date: 2/28/2022 12:39:15 PM PT

School: Lakeview Junior High (CDS Code: 42692606045751)

1. Did you have a dedicated common area in your school designated as the library in the 2020–2021 academic year?

- Yes, our school had a library located on campus. (Even though the physical space may not have been utilized, or had limited use due to COVID-19, we did provide some library services.)
- Yes, our school had a joint-use school library.
- No, while our school had a library located on campus, it was shuttered and no library work or services were provided due to COVID-19.
- No, we did not have a designated library facility.
- No, we used a library on an adjacent school campus (provide the name of adjacent library used).

Name of the adjacent school library:

No response

If your school building did NOT have a designated library facility, was it because:

- This is a new facility and wasn't open in 2020–2021.
- It never had a library facility.
- This is a virtual academy (At the end of the evaluation, there is space to specify how students access the library program).
- The library facility closed during the past three years.
- The library facility closed more than three years ago.

If your school had a library facility in the past but no longer does, what were the reasons for the closure of the school library? Please check all that apply:

- Budget cuts
- Administrative decision
- Staffing cuts
- Collection was too old to be useful and the cost to update too prohibitive
- Space needed for other purposes
- Lack of use
- Damaged or destroyed by natural disaster
- Other
- I'm not sure

2. Our school had a joint-use library with a:

- Public Library
- College
- Another K–12 school – Within district or outside of district?

Specify name of the joint-use partner:

No response

3. If possible, briefly explain how the joint-use school library was funded and managed (e.g., each site had its own budget for collection development, and we shared staff; I'm not sure).

No response

These questions (unless noted) focus on the library program at the site level. If you worked at multiple sites, answer the questions as the program ran for the present school you are completing the survey for, and complete a separate survey for each site at which you worked.

4. We had a partnership with our local public library.

- Yes
- No

Please provide a brief description of the partnership (e.g., after school programs, accessing public library databases – online eCard, One Card program – student ID is full public library access card).

No response

Library Staffing

For purposes of answering questions referring to staff working in the library, stop and think about how the library staff was paid. If staff was paid a teacher salary, select credentialed, but if staff was paid a classified salary, select classified.

Credentialed Teacher Librarian – Individual holds a California teaching credential and a California Teacher Librarian Services Credential or an Emergency Teacher Librarian Services Credential and is **paid as a teacher**.

Credentialed Teacher, Not Librarian – Individual holds a California teaching credential with no library endorsement and is **paid as a teacher**.

Classified Library Staff – May be called librarian, aide, clerk, technician, assistant, etc., but is **NOT paid as a teacher**.

5. Did you have at least one paid credentialed staff working in the school library?

(Teacher contract and certificated salary schedule) (*Contracting for a Librarian of Record does not count at the school level.*)

- Yes
- No

6. What library certification did the credentialed staff hold?

- Credentialed teacher librarian
- Emergency-credentialed teacher librarian
- Credentialed teacher without a teacher librarian credential
- Other (please explain)

Please explain certificate held by the credentialed staff.

No response

7. Did you have at least one paid classified library staff working in the school library?

(Classified contract and classified salary schedule)

- Yes
- No

Some districts require their classified library staff to possess an A.A. degree in Library Support Staff Certification (LSSC). For further information, visit [LSSC home page](#).

8. What training did the classified library staff possess and/or receive? (Select all that apply.)

- None
- District-based training
- County Office of Education sponsored training (e.g., Instructional Media Resource Assistant [IMRA])
- Public library sponsored training
- Conferences (e.g., CSLA Annual Conference, regional workshops, CUE)
- Professional Growth Units (e.g., Infopeople courses)
- A.A. degree in Library Support Staff Certification (specify the program where the certificate was earned below)
- Other (specify below)

Specify where you earned your certificate:

No response

Specify other classified training:

No response

Please enter the total number of weekly hours typically worked for all paid staff assigned to this single school library. For example, if there were two school/teacher librarians and one worked 40 hours per week and the other worked 20 hours per week, enter 60 for the weekly hours. If there were no hours worked, then mark 0. The Full Time Equivalent (FTE) hours will be calculated for you. We understand that, in response to COVID-19 and remote learning, some districts assigned library staff to perform duties outside the library. At the end of the evaluation, you will have the opportunity to share what duties you performed in 2020–2021.

Profession	Weekly Hours	FTE
9. Credentialed staff	0.00	0.000

10. Classified staff	24.00	0.600
Totals:	24.00	0.600

11. At how many different school libraries did the certificated staff serve in 2020–2021? No response

12. At how many different school libraries did the classified staff serve in 2020–2021? 1

In the following section, some of the questions focus on Access as outlined in the [California Model School Library Standards](#) (CA MSL) – School Library Program Standard B (Access).

Library Access

Library Service Hours in a Typical Week

Report the typical weekly number of hours the school library was staffed and open for use. For the 2020-2021 year, consider these questions through the lens of remote learning, the number of hours you were available to work with teachers and students, and how the time was scheduled.

13. How many hours total was school library service available per week, typically (e.g., 32 hours)? 0

14. When was school library service typically available for student use? (Select all that apply.)

- Before classes started
- During class time
- During breaks (e.g., nutrition)
- During lunch
- After school
- Some evenings
- On weekends
- Summer school
- None of the above

15. Which of the following terms best describe the method used to schedule classes for school library services?

- Fixed/Block (classes scheduled at regularly specified times)
- Flexible (open schedule [i.e., scheduled visits at varying times according to need])
- Mixed (some classes block scheduled/flexibly scheduled)
- No class visits

16. Approximately how many school days per school year was the library in your building closed for use as a testing space or for other use not related specifically to the library program? We understand that, for most, this question is not applicable during Covid-19 and remote learning, so select 0.

- 0
- 1–5
- 6–10
- 11–20
- 20 or more

Library's Physical Space

When answering this section, consider the physical space even if students did not have access to the facility.

Description	Yes/No Answer
17. a) The library facility had enough space to accommodate one class for instruction.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
b) Plus additional individuals and small groups working independently.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
18. There was enough space to accommodate the library collection, furnishings, and equipment.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
19. The space was flexible, allowing for different configurations depending upon need.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
20. The library had a makerspace.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Library's Virtual Presence

Did the school library have:

Description	Answer
21. A library website with or without access to online library catalog	<input checked="" type="checkbox"/> With <input type="checkbox"/> Without <input type="checkbox"/> Not applicable (school library did not have website)
22. Collaboration software (e.g., SharePoint, Google Drive, Teams etc.)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
23. Was your library program promoted via social media?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Computers/Tablet Devices

CA MSLS recommend the following number of computers in the school library: minimum of one class set of networked computers composed of at least 10 at the elementary school, 15 at the middle school, and 25 at the high school.

24. How many computers were housed in and available in your school library for direct instruction and/or student use during library programs? 2

25. Did your school issue every student a laptop or tablet? (Select all that apply.)

- Laptop (including Chromebooks)
- Tablets (e.g., iPad, Playbook, Kindle, Galaxy Tab, etc.)
- Not applicable (we were not a 1:1 school)
- Other (please specify [e.g., 1:1 for third grade on up])

Please specify for other (e.g., 1:1 for third grade on up)

No response

26. Was library staff responsible for distribution, tracking, and management of student laptops and/or tablets?

- Yes, a large portion of staff time is spent managing devices.
- Yes, a moderate amount of time is spent managing devices.
- Yes, a limited amount of time is spent managing devices.
- No, library staff was not responsible for managing devices.
- No, we do not provide students laptops and/or tablets.

27. Considering the school district's filtering software, were students able to access and utilize web-based productivity/collaboration tools (e.g., wikis, blogs, Google Docs, or similar tools) via the school network?

- Yes, with unlimited access
- Yes, with limited access
- No access

28. When were students allowed to bring their own computers/devices to the library? (Select all that apply.)

- For individual use
- For class use
- For direct instruction
- Not allowed
- Not Applicable – remote learning

RESOURCES: School Library Collection

In the following section, some of the questions focus on Resources as outlined in the [California Model School Library Standards – School Library Program Standard D \(Resources\)](#). Resources include print and digital materials (e.g., subscription databases, audiobooks, e-books) that align with the curriculum and are accessible to students with various cognitive or language needs. Consider the collection and not access to the collection during remote learning.

Overall Collection

29. Enter the number of print books in the school library collection at the end of the 2020–2021 academic year. Include reference books in your count, and count each reference volume as one.

- 2,499 or less
- 2,500–4,999
- 5,000–7,499

- 7,500–9,999
- 10,000–12,499
- 12,500–14,999
- 15,000–17,499
- 17,500–19,999
- 20,000–22,499
- 22,500–24,999
- 25,000–27,499
- 27,500–29,999
- 30,000–34,999
- 35,000 or more

30. Were electronic book (e-Book) titles purchased for library use during the 2020–2021 academic year?

- Yes
- No
- Not Applicable

31. Enter the number of print subscriptions to magazines and newspapers during the 2020–2021 academic year (count subscriptions, not individual titles or issues).

- Zero
- 10 or fewer
- 11–20
- 21–30
- More than 30

Age of Collection

To determine the average copyright date of the books in a Dewey section, if your library management system will not automatically calculate the average, follow the steps below for a manual calculation:

- Count the number of books in all of the Dewey section being surveyed.
- Next, add the copyright dates of all the books in the Dewey section being surveyed.
- Divide the sum of the copyright dates by the total number of books in the Dewey section being surveyed.
- Enter whole numbers only. Do not use letters, words, or any form of punctuation.
- Example: Assuming you had only six books in the Dewey section being surveyed and their copyright dates were 1984, 1992, 2001, 2005, and two books from 2011, then: $1984 + 1992 + 2001 + 2005 + 2011 + 2011 = 12,004$. Then $12,004 \div 6 = 2001$ (rounded off to a whole number).
- Correct entry: 2001.

32. Enter the average copyright date of the books listed under the subject heading “Native Americans” (or the former heading “Indians of North America”) Include books in the circulating section, reference section, and digital titles owned by the library.

Average copyright date of “Native American” books. Round off to a four digit year. 1999

33. Enter the average copyright date of the books in your whole collection. Include books in the circulating section, reference section, and the digital titles owned by the library. Do NOT include online subscriptions to e-books (e.g., Overdrive, Turtle Books, SORA, etc.).

Average copyright date of books in your whole collection. Round off to a four digit year. 2002

34. What was the name of the most recent U.S. president who had a whole book on him IN THE LIBRARY COLLECTION?

Obama

Licensed Databases

35. Did your library offer access to any online subscription information databases for students in the 2020–2021 academic year? This question does not apply to databases offered by the local public library, California’s K–12 Online Resources, or search engines. Examples of subscription information databases include: EBSCO *Ultra*, *Gale’s In Context*, *World Book Online*, etc.

- Yes
- No

36. Did your school provide access to California’s K–12 Online Resources - Encyclopaedia Britannica, Pro-Quest, and TeachingBooks?

- Yes
- No

2020–2021 Budget

We encourage you to work with your principal and/or office staff to answer questions related to how the school funds and supports the library program.

37. How much money was spent in the school library for the purchase of library books during the 2020–2021 academic year? Include both print titles and digital titles (eBooks that you own). Include processing costs if purchased with library books.

- No Budget
- Less than \$1,000
- Less than \$2,000
- Less than \$3,000
- Less than \$4,000
- Less than \$5,000
- \$5,000–\$9,999
- \$10,000–\$14,999
- \$15,000–\$19,999
- \$20,000–\$24,999
- \$25,000–\$29,999
- \$30,000–\$34,999
- \$35,000–\$39,999
- \$40,000–\$44,999
- \$45,000–\$49,999
- \$50,000 or more

a. Was the budget to purchase library books provided at the site level or the district level? district level

38. If you spent more than \$50,000 on books enter the amount here.

PLEASE NOTE: Enter whole numbers only. Do not use letters, words, or any form of punctuation.

Correct entry: 150000.

Incorrect entries: "approx. 150,000," "one hundred fifty thousand," "150,000+."

No response

39. How much money was spent in the school library for the purchase of library materials other than books during the 2020–2021 academic year? Include periodicals (paper or electronic), technology and media resources, online subscriptions to resources, and related equipment. Do not include salaries, conference expenses, routine supplies, maintenance agreements, district purchases of shared electronic databases, etc.

- No Budget
- Less than \$1,000
- Less than \$2,000
- Less than \$3,000
- Less than \$4,000
- Less than \$5,000
- \$5,000–\$9,999
- \$10,000–\$14,999
- \$15,000–\$19,999
- \$20,000–\$24,999
- \$25,000 or more

a. Was the budget to purchase library materials other than books provided at the site level or the district level? District Level

40. If you spent more than \$25,000 on materials other than books, enter the amount here.

PLEASE NOTE: Enter whole numbers only. Do not use letters, words, or any form of punctuation.

Correct entry: 150000.

Incorrect entries: "approx. 150,000," "one hundred fifty thousand," "150,000+."

No response

41. Check one or more of the following funds used to purchase library materials during the 2020–2021 academic year.

- General/LCFF (district or site)
- State Lottery Funds
- Fundraising (parent groups, book fairs, etc.)
- Title I (federal)
- Local Bond Measure
- Start-up Funds (special reserve fund)
- CARES Act Funds

- Other (One-time discretionary grants to districts, etc.)
- None of the above

42. Was your library program written into your Local Control Accountability Plan (LCAP)?

- Yes
- No

Was the library funding tied to your LCAP?

- Yes
- No

Curriculum and Instruction

General Programming

This section is designed to gather a basic understanding of the type of library program offered to your school community. The questions move from broad general program questions to progressively more focused questions on instruction and teaching. The [California Model School Library Standards](#) provide the emphasis on instruction and teaching.

43. Did the library staff serve on the school site council?

- Yes
- No

Did library staff attend meetings of the school site council two or more times per academic year?

- Yes
- No

44. Did you have a library policy/procedure manual?

- Yes
- No

45. When was the last time library staff job descriptions were updated and approved?

2006

46. How often did the library staff meet at the district level for planning and professional development?

- Monthly (or more frequently)
- Quarterly
- Twice a year
- Once a year
- None

Who was responsible for organizing and leading these meetings (if there were no meetings, answer N/A)?

Assistant Superintendent

Basic Services

This section of questions asks about general services and basic instruction that might be performed by any and all library staff regardless of credential and/or title. We understand normal library services stopped or changed significantly during Covid 19, and remote learning. As you answer these questions, consider how you adapted services during remote learning.

Description	Answer
47. Informally instructed students in the use of resources (e.g., care and handling of books, library layout, parts of books, locating books, etc.)	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2-3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never

48. Provided reading, listening, and viewing guidance for students	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never
49. Communicated proactively with principal	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input checked="" type="checkbox"/> Less than once per month <input type="checkbox"/> Never
50. Managed a schoolwide reading program (e.g., AR, Read 180, Reading Counts)	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never

51. What types of activities occurred during a typical class session? (Select all that apply.)

- Returned, selected, and checked out new books
- Storytime/Book talks
- Provided training in basic library skills (e.g., care and handling of books, library layout, parts of books, locating books, etc.)
- Worked on research projects
- Not Applicable – no class sessions

52. What was the average number of classes that had a library session in a typical week? 0

53. A typical class session lasted:

- 20 minutes or less
- 30 minutes
- 45 minutes
- 60 minutes
- Varied depending on class and project needs
- Not applicable - no class sessions

54. What modalities did you use to provide library services and instruction: (Select all that apply.)

- Face to face
- Email
- Online synchronous
- Via library portal
- Online Asynchronous
- Social media
- Podcast
- Via school publications (e.g., school newsletter, flyer)
- Contactless book/material distribution (e.g., reserving books online, books left on a cart for pickup, drive by pick up)

Teaching Approaches

These next questions are intended to gain an accurate picture of what level of services were being provided in your school library program. While the questions' emphases are on a strong library program – the ideal: a team of a teacher librarian + library support staff – we expect to see a range of services provided that correspond to the staffing level and staff expertise.

Report how often you engaged in various teaching activities as defined in the [California Model School Library Standards](#) – School Library Program Standard C (teacher librarian responsibilities).

Like the previous section, we understand teaching approaches changed, and some of these questions may not be relevant to your situation. How often did you engage in the following activities?

Question	Answer
55. Planned instructional unit with teachers	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
56. Taught students how to use digital resources	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
57. a) Managed the library, including collection development and supervision of ordering	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input checked="" type="checkbox"/> Less than once per month <input type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
b) Our collection development included weeding, de-selection, and withdrawals	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
58. Responsible for cataloging	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input checked="" type="checkbox"/> Less than once per month <input type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
59. Supervised the work of paraprofessionals, student aides, and volunteers	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
60. Went into classrooms to provide instruction	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian

61. Library classes were taught while classroom teachers had planning time.

- Yes
 No

Please explain what types of activities or instruction occurred in the library during teaching planning time:

No response

62. How did you implement the *CA MSLS*?

- Aligned the standards to our library instruction.
 Embedded the standards into the curriculum.
 While we were familiar with the standards, we did not use them to guide instruction.
 We were not familiar with these standards.

63. I was called upon to lead and/or provide professional development.

- Yes
 No

I led and provided professional development in the following manner (select all that apply):

- 1:1
 Small groups of teachers
 Grade-level meetings
 Staff meetings
 District-level trainings
 Other (please specify)

Describe the manner in which you led and provided professional development (other):

No response

64. What information would you like to share that was not asked in this library program evaluation tool? (e.g., describe how the library program ran when schools went virtual due to COVID-19; describe duties you were assigned)

No response

Contact Information

Respondent Information

Name: Kathy Milo
Title: Media Specialist
Email: kmilo@orcutt-schools.net
Phone: 805-863-7791
Library website URL: No response
(If your library has a website.)

In case we need to clarify any of your answers, please provide the appropriate contact information for the individual responsible for library services in your district. (In some cases this may be the same individual as above.)

Name: Kathy Milo
Email: kmilo@orcutt-schools.net
Phone: 805-863-7791

Thank you for your time and effort to complete this evaluation tool. Your answers are invaluable.

Questions: Renée Ousley-Swank, Education Consultant | ROusleySwank@cde.ca.gov | 916-319-0449



School Library Survey Collecting Information from the 2020-2021 Academic Year

Submission Record

Submission ID: 16565

Submission Date: 2/25/2022 12:31:14 PM PT

School: Orcutt Academy Charter (CDS Code: 42692600116434)

1. Did you have a dedicated common area in your school designated as the library in the 2020–2021 academic year?

- Yes, our school had a library located on campus. (Even though the physical space may not have been utilized, or had limited use due to COVID-19, we did provide some library services.)
- Yes, our school had a joint-use school library.
- No, while our school had a library located on campus, it was shuttered and no library work or services were provided due to COVID-19.
- No, we did not have a designated library facility.
- No, we used a library on an adjacent school campus (provide the name of adjacent library used).

Name of the adjacent school library:

No response

If your school building did NOT have a designated library facility, was it because:

- This is a new facility and wasn't open in 2020–2021.
- It never had a library facility.
- This is a virtual academy (At the end of the evaluation, there is space to specify how students access the library program).
- The library facility closed during the past three years.
- The library facility closed more than three years ago.

If your school had a library facility in the past but no longer does, what were the reasons for the closure of the school library? Please check all that apply:

- Budget cuts
- Administrative decision
- Staffing cuts
- Collection was too old to be useful and the cost to update too prohibitive
- Space needed for other purposes
- Lack of use
- Damaged or destroyed by natural disaster
- Other
- I'm not sure

2. Our school had a joint-use library with a:

- Public Library
- College
- Another K–12 school – Within district or outside of district?

Specify name of the joint-use partner:

No response

3. If possible, briefly explain how the joint-use school library was funded and managed (e.g., each site had its own budget for collection development, and we shared staff; I'm not sure).

No response

These questions (unless noted) focus on the library program at the site level. If you worked at multiple sites, answer the questions as the program ran for the present school you are completing the survey for, and complete a separate survey for each site at which you worked.

4. We had a partnership with our local public library.

- Yes
- No

Please provide a brief description of the partnership (e.g., after school programs, accessing public library databases – online eCard, One Card program – student ID is full public library access card).

No response

Library Staffing

For purposes of answering questions referring to staff working in the library, stop and think about how the library staff was paid. If staff was paid a teacher salary, select credentialed, but if staff was paid a classified salary, select classified.

Credentialed Teacher Librarian – Individual holds a California teaching credential and a California Teacher Librarian Services Credential or an Emergency Teacher Librarian Services Credential and is **paid as a teacher**.

Credentialed Teacher, Not Librarian – Individual holds a California teaching credential with no library endorsement and is **paid as a teacher**.

Classified Library Staff – May be called librarian, aide, clerk, technician, assistant, etc., but is **NOT paid as a teacher**.

5. Did you have at least one paid credentialed staff working in the school library?

(Teacher contract and certificated salary schedule) (*Contracting for a Librarian of Record does not count at the school level.*)

- Yes
- No

6. What library certification did the credentialed staff hold?

- Credentialed teacher librarian
- Emergency-credentialed teacher librarian
- Credentialed teacher without a teacher librarian credential
- Other (please explain)

Please explain certificate held by the credentialed staff.

No response

7. Did you have at least one paid classified library staff working in the school library?

(Classified contract and classified salary schedule)

- Yes
- No

Some districts require their classified library staff to possess an A.A. degree in Library Support Staff Certification (LSSC). For further information, visit [LSSC home page](#).

8. What training did the classified library staff possess and/or receive? (Select all that apply.)

- None
- District-based training
- County Office of Education sponsored training (e.g., Instructional Media Resource Assistant [IMRA])
- Public library sponsored training
- Conferences (e.g., CSLA Annual Conference, regional workshops, CUE)
- Professional Growth Units (e.g., Infopeople courses)
- A.A. degree in Library Support Staff Certification (specify the program where the certificate was earned below)
- Other (specify below)

Specify where you earned your certificate:

No response

Specify other classified training:

No response

Please enter the total number of weekly hours typically worked for all paid staff assigned to this single school library. For example, if there were two school/teacher librarians and one worked 40 hours per week and the other worked 20 hours per week, enter 60 for the weekly hours. If there were no hours worked, then mark 0. The Full Time Equivalent (FTE) hours will be calculated for you. We understand that, in response to COVID-19 and remote learning, some districts assigned library staff to perform duties outside the library. At the end of the evaluation, you will have the opportunity to share what duties you performed in 2020–2021.

Profession	Weekly Hours	FTE
9. Credentialed staff	0.00	0.000

10. Classified staff	20.00	0.500
Totals:	20.00	0.500

11. At how many different school libraries did the certificated staff serve in 2020–2021? No response

12. At how many different school libraries did the classified staff serve in 2020–2021? 1

In the following section, some of the questions focus on Access as outlined in the [California Model School Library Standards](#) (CA MSL) – School Library Program Standard B (Access).

Library Access

Library Service Hours in a Typical Week

Report the typical weekly number of hours the school library was staffed and open for use. For the 2020-2021 year, consider these questions through the lens of remote learning, the number of hours you were available to work with teachers and students, and how the time was scheduled.

13. How many hours total was school library service available per week, typically (e.g., 32 hours)? 20

14. When was school library service typically available for student use? (Select all that apply.)

- Before classes started
- During class time
- During breaks (e.g., nutrition)
- During lunch
- After school
- Some evenings
- On weekends
- Summer school
- None of the above

15. Which of the following terms best describe the method used to schedule classes for school library services?

- Fixed/Block (classes scheduled at regularly specified times)
- Flexible (open schedule [i.e., scheduled visits at varying times according to need])
- Mixed (some classes block scheduled/flexibly scheduled)
- No class visits

16. Approximately how many school days per school year was the library in your building closed for use as a testing space or for other use not related specifically to the library program? We understand that, for most, this question is not applicable during Covid-19 and remote learning, so select 0.

- 0
- 1–5
- 6–10
- 11–20
- 20 or more

Library's Physical Space

When answering this section, consider the physical space even if students did not have access to the facility.

Description	Yes/No Answer
17. a) The library facility had enough space to accommodate one class for instruction.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
b) Plus additional individuals and small groups working independently.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
18. There was enough space to accommodate the library collection, furnishings, and equipment.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
19. The space was flexible, allowing for different configurations depending upon need.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
20. The library had a makerspace.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Library's Virtual Presence

Did the school library have:

Description	Answer
21. A library website with or without access to online library catalog	<input checked="" type="checkbox"/> With <input type="checkbox"/> Without <input type="checkbox"/> Not applicable (school library did not have website)
22. Collaboration software (e.g., SharePoint, Google Drive, Teams etc.)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
23. Was your library program promoted via social media?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Computers/Tablet Devices

CA MSLS recommend the following number of computers in the school library: minimum of one class set of networked computers composed of at least 10 at the elementary school, 15 at the middle school, and 25 at the high school.

24. How many computers were housed in and available in your school library for direct instruction and/or student use during library programs? 0

25. Did your school issue every student a laptop or tablet? (Select all that apply.)

- Laptop (including Chromebooks)
- Tablets (e.g., iPad, Playbook, Kindle, Galaxy Tab, etc.)
- Not applicable (we were not a 1:1 school)
- Other (please specify [e.g., 1:1 for third grade on up])

Please specify for other (e.g., 1:1 for third grade on up)

No response

26. Was library staff responsible for distribution, tracking, and management of student laptops and/or tablets?

- Yes, a large portion of staff time is spent managing devices.
- Yes, a moderate amount of time is spent managing devices.
- Yes, a limited amount of time is spent managing devices.
- No, library staff was not responsible for managing devices.
- No, we do not provide students laptops and/or tablets.

27. Considering the school district's filtering software, were students able to access and utilize web-based productivity/collaboration tools (e.g., wikis, blogs, Google Docs, or similar tools) via the school network?

- Yes, with unlimited access
- Yes, with limited access
- No access

28. When were students allowed to bring their own computers/devices to the library? (Select all that apply.)

- For individual use
- For class use
- For direct instruction
- Not allowed
- Not Applicable – remote learning

RESOURCES: School Library Collection

In the following section, some of the questions focus on Resources as outlined in the [California Model School Library Standards – School Library Program Standard D \(Resources\)](#). Resources include print and digital materials (e.g., subscription databases, audiobooks, e-books) that align with the curriculum and are accessible to students with various cognitive or language needs. Consider the collection and not access to the collection during remote learning.

Overall Collection

29. Enter the number of print books in the school library collection at the end of the 2020–2021 academic year. Include reference books in your count, and count each reference volume as one.

- 2,499 or less
- 2,500–4,999
- 5,000–7,499

- 7,500–9,999
- 10,000–12,499
- 12,500–14,999
- 15,000–17,499
- 17,500–19,999
- 20,000–22,499
- 22,500–24,999
- 25,000–27,499
- 27,500–29,999
- 30,000–34,999
- 35,000 or more

30. Were electronic book (e-Book) titles purchased for library use during the 2020–2021 academic year?

- Yes
- No
- Not Applicable

31. Enter the number of print subscriptions to magazines and newspapers during the 2020–2021 academic year (count subscriptions, not individual titles or issues).

- Zero
- 10 or fewer
- 11–20
- 21–30
- More than 30

Age of Collection

To determine the average copyright date of the books in a Dewey section, if your library management system will not automatically calculate the average, follow the steps below for a manual calculation:

- Count the number of books in all of the Dewey section being surveyed.
- Next, add the copyright dates of all the books in the Dewey section being surveyed.
- Divide the sum of the copyright dates by the total number of books in the Dewey section being surveyed.
- Enter whole numbers only. Do not use letters, words, or any form of punctuation.
- Example: Assuming you had only six books in the Dewey section being surveyed and their copyright dates were 1984, 1992, 2001, 2005, and two books from 2011, then: $1984 + 1992 + 2001 + 2005 + 2011 + 2011 = 12,004$. Then $12,004 \div 6 = 2001$ (rounded off to a whole number).
- Correct entry: 2001.

32. Enter the average copyright date of the books listed under the subject heading “Native Americans” (or the former heading “Indians of North America”) Include books in the circulating section, reference section, and digital titles owned by the library.

Average copyright date of “Native American” books. Round off to a four digit year. 1988

33. Enter the average copyright date of the books in your whole collection. Include books in the circulating section, reference section, and the digital titles owned by the library. Do NOT include online subscriptions to e-books (e.g., Overdrive, Turtle Books, SORA, etc.).

Average copyright date of books in your whole collection. Round off to a four digit year. 1997

34. What was the name of the most recent U.S. president who had a whole book on him IN THE LIBRARY COLLECTION?

Barack Obama

Licensed Databases

35. Did your library offer access to any online subscription information databases for students in the 2020–2021 academic year? This question does not apply to databases offered by the local public library, California’s K–12 Online Resources, or search engines. Examples of subscription information databases include: EBSCO *Ultra*, Gale’s *In Context*, *World Book Online*, etc.

- Yes
- No

36. Did your school provide access to California’s K–12 Online Resources - Encyclopaedia Britannica, Pro-Quest, and TeachingBooks?

- Yes
- No

2020–2021 Budget

We encourage you to work with your principal and/or office staff to answer questions related to how the school funds and supports the library program.

37. How much money was spent in the school library for the purchase of library books during the 2020–2021 academic year? Include both print titles and digital titles (eBooks that you own). Include processing costs if purchased with library books.

- No Budget
- Less than \$1,000
- Less than \$2,000
- Less than \$3,000
- Less than \$4,000
- Less than \$5,000
- \$5,000–\$9,999
- \$10,000–\$14,999
- \$15,000–\$19,999
- \$20,000–\$24,999
- \$25,000–\$29,999
- \$30,000–\$34,999
- \$35,000–\$39,999
- \$40,000–\$44,999
- \$45,000–\$49,999
- \$50,000 or more

a. Was the budget to purchase library books provided at the site level or the district level? district level

38. If you spent more than \$50,000 on books enter the amount here.

PLEASE NOTE: Enter whole numbers only. Do not use letters, words, or any form of punctuation.

Correct entry: 150000.

Incorrect entries: "approx. 150,000," "one hundred fifty thousand," "150,000+."

No response

39. How much money was spent in the school library for the purchase of library materials other than books during the 2020–2021 academic year? Include periodicals (paper or electronic), technology and media resources, online subscriptions to resources, and related equipment. Do not include salaries, conference expenses, routine supplies, maintenance agreements, district purchases of shared electronic databases, etc.

- No Budget
- Less than \$1,000
- Less than \$2,000
- Less than \$3,000
- Less than \$4,000
- Less than \$5,000
- \$5,000–\$9,999
- \$10,000–\$14,999
- \$15,000–\$19,999
- \$20,000–\$24,999
- \$25,000 or more

a. Was the budget to purchase library materials other than books provided at the site level or the district level? district level

40. If you spent more than \$25,000 on materials other than books, enter the amount here.

PLEASE NOTE: Enter whole numbers only. Do not use letters, words, or any form of punctuation.

Correct entry: 150000.

Incorrect entries: "approx. 150,000," "one hundred fifty thousand," "150,000+."

No response

41. Check one or more of the following funds used to purchase library materials during the 2020–2021 academic year.

- General/LCFF (district or site)
- State Lottery Funds
- Fundraising (parent groups, book fairs, etc.)
- Title I (federal)
- Local Bond Measure
- Start-up Funds (special reserve fund)
- CARES Act Funds

- Other (One-time discretionary grants to districts, etc.)
- None of the above

42. Was your library program written into your Local Control Accountability Plan (LCAP)?

- Yes
- No

Was the library funding tied to your LCAP?

- Yes
- No

Curriculum and Instruction

General Programming

This section is designed to gather a basic understanding of the type of library program offered to your school community. The questions move from broad general program questions to progressively more focused questions on instruction and teaching. The [California Model School Library Standards](#) provide the emphasis on instruction and teaching.

43. Did the library staff serve on the school site council?

- Yes
- No

Did library staff attend meetings of the school site council two or more times per academic year?

- Yes
- No

44. Did you have a library policy/procedure manual?

- Yes
- No

45. When was the last time library staff job descriptions were updated and approved?

2006

46. How often did the library staff meet at the district level for planning and professional development?

- Monthly (or more frequently)
- Quarterly
- Twice a year
- Once a year
- None

Who was responsible for organizing and leading these meetings (if there were no meetings, answer N/A)?

Assistant Superintendent

Basic Services

This section of questions asks about general services and basic instruction that might be performed by any and all library staff regardless of credential and/or title. We understand normal library services stopped or changed significantly during Covid 19, and remote learning. As you answer these questions, consider how you adapted services during remote learning.

Description	Answer
47. Informally instructed students in the use of resources (e.g., care and handling of books, library layout, parts of books, locating books, etc.)	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never

48. Provided reading, listening, and viewing guidance for students	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never
49. Communicated proactively with principal	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input checked="" type="checkbox"/> Less than once per month <input type="checkbox"/> Never
50. Managed a schoolwide reading program (e.g., AR, Read 180, Reading Counts)	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never

51. What types of activities occurred during a typical class session? (Select all that apply.)

- Returned, selected, and checked out new books
- Storytime/Book talks
- Provided training in basic library skills (e.g., care and handling of books, library layout, parts of books, locating books, etc.)
- Worked on research projects
- Not Applicable – no class sessions

52. What was the average number of classes that had a library session in a typical week? 0

53. A typical class session lasted:

- 20 minutes or less
- 30 minutes
- 45 minutes
- 60 minutes
- Varied depending on class and project needs
- Not applicable - no class sessions

54. What modalities did you use to provide library services and instruction: (Select all that apply.)

- Face to face
- Email
- Online synchronous
- Via library portal
- Online Asynchronous
- Social media
- Podcast
- Via school publications (e.g., school newsletter, flyer)
- Contactless book/material distribution (e.g., reserving books online, books left on a cart for pickup, drive by pick up)

Teaching Approaches

These next questions are intended to gain an accurate picture of what level of services were being provided in your school library program. While the questions' emphases are on a strong library program – the ideal: a team of a teacher librarian + library support staff – we expect to see a range of services provided that correspond to the staffing level and staff expertise.

Report how often you engaged in various teaching activities as defined in the [California Model School Library Standards](#) – School Library Program Standard C (teacher librarian responsibilities).

Like the previous section, we understand teaching approaches changed, and some of these questions may not be relevant to your situation. How often did you engage in the following activities?

Question	Answer
55. Planned instructional unit with teachers	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
56. Taught students how to use digital resources	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
57. a) Managed the library, including collection development and supervision of ordering	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input checked="" type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
b) Our collection development included weeding, de-selection, and withdrawals	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input checked="" type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
58. Responsible for cataloging	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input checked="" type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
59. Supervised the work of paraprofessionals, student aides, and volunteers	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
60. Went into classrooms to provide instruction	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian

61. Library classes were taught while classroom teachers had planning time.

- Yes
- No

Please explain what types of activities or instruction occurred in the library during teaching planning time:

No response

62. How did you implement the *CA MSLS*?

- Aligned the standards to our library instruction.
- Embedded the standards into the curriculum.
- While we were familiar with the standards, we did not use them to guide instruction.
- We were not familiar with these standards.

63. I was called upon to lead and/or provide professional development.

- Yes
- No

I led and provided professional development in the following manner (select all that apply):

- 1:1
- Small groups of teachers
- Grade-level meetings
- Staff meetings
- District-level trainings
- Other (please specify)

Describe the manner in which you led and provided professional development (other):

No response

64. What information would you like to share that was not asked in this library program evaluation tool? (e.g., describe how the library program ran when schools went virtual due to COVID-19; describe duties you were assigned)

No response

Contact Information

Respondent Information

Name: Isabelle Garza
Title: Media Specialist
Email: igarza@orcutt-schools.net
Phone: 805-960-5510
Library website URL: No response
(If your library has a website.)

In case we need to clarify any of your answers, please provide the appropriate contact information for the individual responsible for library services in your district. (In some cases this may be the same individual as above.)

Name: Isabelle Garza
Email: igarza@orcutt-schools.net
Phone: 805-960-5510

Thank you for your time and effort to complete this evaluation tool. Your answers are invaluable.

Questions: Renée Ousley-Swank, Education Consultant | ROusleySwank@cde.ca.gov | 916-319-0449



School Library Survey Collecting Information from the 2020-2021 Academic Year

Submission Record

Submission ID: 16522

Submission Date: 2/24/2022 9:00:50 AM PT

School: Orcutt Junior High (CDS Code: 42692606045785)

1. Did you have a dedicated common area in your school designated as the library in the 2020–2021 academic year?

- Yes, our school had a library located on campus. (Even though the physical space may not have been utilized, or had limited use due to COVID-19, we did provide some library services.)
- Yes, our school had a joint-use school library.
- No, while our school had a library located on campus, it was shuttered and no library work or services were provided due to COVID-19.
- No, we did not have a designated library facility.
- No, we used a library on an adjacent school campus (provide the name of adjacent library used).

Name of the adjacent school library:

No response

If your school building did NOT have a designated library facility, was it because:

- This is a new facility and wasn't open in 2020–2021.
- It never had a library facility.
- This is a virtual academy (At the end of the evaluation, there is space to specify how students access the library program).
- The library facility closed during the past three years.
- The library facility closed more than three years ago.

If your school had a library facility in the past but no longer does, what were the reasons for the closure of the school library? Please check all that apply:

- Budget cuts
- Administrative decision
- Staffing cuts
- Collection was too old to be useful and the cost to update too prohibitive
- Space needed for other purposes
- Lack of use
- Damaged or destroyed by natural disaster
- Other
- I'm not sure

2. Our school had a joint-use library with a:

- Public Library
- College
- Another K–12 school – Within district or outside of district?

Specify name of the joint-use partner:

No response

3. If possible, briefly explain how the joint-use school library was funded and managed (e.g., each site had its own budget for collection development, and we shared staff; I'm not sure).

No response

These questions (unless noted) focus on the library program at the site level. If you worked at multiple sites, answer the questions as the program ran for the present school you are completing the survey for, and complete a separate survey for each site at which you worked.

4. We had a partnership with our local public library.

- Yes
- No

Please provide a brief description of the partnership (e.g., after school programs, accessing public library databases – online eCard, One Card program – student ID is full public library access card).

No response

Library Staffing

For purposes of answering questions referring to staff working in the library, stop and think about how the library staff was paid. If staff was paid a teacher salary, select credentialed, but if staff was paid a classified salary, select classified.

Credentialed Teacher Librarian – Individual holds a California teaching credential and a California Teacher Librarian Services Credential or an Emergency Teacher Librarian Services Credential and is **paid as a teacher**.

Credentialed Teacher, Not Librarian – Individual holds a California teaching credential with no library endorsement and is **paid as a teacher**.

Classified Library Staff – May be called librarian, aide, clerk, technician, assistant, etc., but is **NOT paid as a teacher**.

5. Did you have at least one paid credentialed staff working in the school library?

(Teacher contract and certificated salary schedule) (*Contracting for a Librarian of Record does not count at the school level.*)

- Yes
- No

6. What library certification did the credentialed staff hold?

- Credentialed teacher librarian
- Emergency-credentialed teacher librarian
- Credentialed teacher without a teacher librarian credential
- Other (please explain)

Please explain certificate held by the credentialed staff.

No response

7. Did you have at least one paid classified library staff working in the school library?

(Classified contract and classified salary schedule)

- Yes
- No

Some districts require their classified library staff to possess an A.A. degree in Library Support Staff Certification (LSSC). For further information, visit [LSSC home page](#).

8. What training did the classified library staff possess and/or receive? (Select all that apply.)

- None
- District-based training
- County Office of Education sponsored training (e.g., Instructional Media Resource Assistant [IMRA])
- Public library sponsored training
- Conferences (e.g., CSLA Annual Conference, regional workshops, CUE)
- Professional Growth Units (e.g., Infopeople courses)
- A.A. degree in Library Support Staff Certification (specify the program where the certificate was earned below)
- Other (specify below)

Specify where you earned your certificate:

No response

Specify other classified training:

No response

Please enter the total number of weekly hours typically worked for all paid staff assigned to this single school library. For example, if there were two school/teacher librarians and one worked 40 hours per week and the other worked 20 hours per week, enter 60 for the weekly hours. If there were no hours worked, then mark 0. The Full Time Equivalent (FTE) hours will be calculated for you. We understand that, in response to COVID-19 and remote learning, some districts assigned library staff to perform duties outside the library. At the end of the evaluation, you will have the opportunity to share what duties you performed in 2020–2021.

Profession	Weekly Hours	FTE
9. Credentialed staff	0.00	0.000

10. Classified staff	24.00	0.600
Totals:	24.00	0.600

11. At how many different school libraries did the certificated staff serve in 2020–2021? No response

12. At how many different school libraries did the classified staff serve in 2020–2021? 1

In the following section, some of the questions focus on Access as outlined in the [California Model School Library Standards](#) (CA MSL) – School Library Program Standard B (Access).

Library Access

Library Service Hours in a Typical Week

Report the typical weekly number of hours the school library was staffed and open for use. For the 2020-2021 year, consider these questions through the lens of remote learning, the number of hours you were available to work with teachers and students, and how the time was scheduled.

13. How many hours total was school library service available per week, typically (e.g., 32 hours)? 6

14. When was school library service typically available for student use? (Select all that apply.)

- Before classes started
- During class time
- During breaks (e.g., nutrition)
- During lunch
- After school
- Some evenings
- On weekends
- Summer school
- None of the above

15. Which of the following terms best describe the method used to schedule classes for school library services?

- Fixed/Block (classes scheduled at regularly specified times)
- Flexible (open schedule [i.e., scheduled visits at varying times according to need])
- Mixed (some classes block scheduled/flexibly scheduled)
- No class visits

16. Approximately how many school days per school year was the library in your building closed for use as a testing space or for other use not related specifically to the library program? We understand that, for most, this question is not applicable during Covid-19 and remote learning, so select 0.

- 0
- 1–5
- 6–10
- 11–20
- 20 or more

Library's Physical Space

When answering this section, consider the physical space even if students did not have access to the facility.

Description	Yes/No Answer
17. a) The library facility had enough space to accommodate one class for instruction.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
b) Plus additional individuals and small groups working independently.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
18. There was enough space to accommodate the library collection, furnishings, and equipment.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
19. The space was flexible, allowing for different configurations depending upon need.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
20. The library had a makerspace.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Library's Virtual Presence

Did the school library have:

Description	Answer
21. A library website with or without access to online library catalog	<input checked="" type="checkbox"/> With <input type="checkbox"/> Without <input type="checkbox"/> Not applicable (school library did not have website)
22. Collaboration software (e.g., SharePoint, Google Drive, Teams etc.)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
23. Was your library program promoted via social media?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Computers/Tablet Devices

CA MSLS recommend the following number of computers in the school library: minimum of one class set of networked computers composed of at least 10 at the elementary school, 15 at the middle school, and 25 at the high school.

24. How many computers were housed in and available in your school library for direct instruction and/or student use during library programs? 1

25. Did your school issue every student a laptop or tablet? (Select all that apply.)

- Laptop (including Chromebooks)
- Tablets (e.g., iPad, Playbook, Kindle, Galaxy Tab, etc.)
- Not applicable (we were not a 1:1 school)
- Other (please specify [e.g., 1:1 for third grade on up])

Please specify for other (e.g., 1:1 for third grade on up)

No response

26. Was library staff responsible for distribution, tracking, and management of student laptops and/or tablets?

- Yes, a large portion of staff time is spent managing devices.
- Yes, a moderate amount of time is spent managing devices.
- Yes, a limited amount of time is spent managing devices.
- No, library staff was not responsible for managing devices.
- No, we do not provide students laptops and/or tablets.

27. Considering the school district's filtering software, were students able to access and utilize web-based productivity/collaboration tools (e.g., wikis, blogs, Google Docs, or similar tools) via the school network?

- Yes, with unlimited access
- Yes, with limited access
- No access

28. When were students allowed to bring their own computers/devices to the library? (Select all that apply.)

- For individual use
- For class use
- For direct instruction
- Not allowed
- Not Applicable – remote learning

RESOURCES: School Library Collection

In the following section, some of the questions focus on Resources as outlined in the [California Model School Library Standards – School Library Program Standard D \(Resources\)](#). Resources include print and digital materials (e.g., subscription databases, audiobooks, e-books) that align with the curriculum and are accessible to students with various cognitive or language needs. Consider the collection and not access to the collection during remote learning.

Overall Collection

29. Enter the number of print books in the school library collection at the end of the 2020–2021 academic year. Include reference books in your count, and count each reference volume as one.

- 2,499 or less
- 2,500–4,999
- 5,000–7,499

- 7,500–9,999
- 10,000–12,499
- 12,500–14,999
- 15,000–17,499
- 17,500–19,999
- 20,000–22,499
- 22,500–24,999
- 25,000–27,499
- 27,500–29,999
- 30,000–34,999
- 35,000 or more

30. Were electronic book (e-Book) titles purchased for library use during the 2020–2021 academic year?

- Yes
- No
- Not Applicable

31. Enter the number of print subscriptions to magazines and newspapers during the 2020–2021 academic year (count subscriptions, not individual titles or issues).

- Zero
- 10 or fewer
- 11–20
- 21–30
- More than 30

Age of Collection

To determine the average copyright date of the books in a Dewey section, if your library management system will not automatically calculate the average, follow the steps below for a manual calculation:

- Count the number of books in all of the Dewey section being surveyed.
- Next, add the copyright dates of all the books in the Dewey section being surveyed.
- Divide the sum of the copyright dates by the total number of books in the Dewey section being surveyed.
- Enter whole numbers only. Do not use letters, words, or any form of punctuation.
- Example: Assuming you had only six books in the Dewey section being surveyed and their copyright dates were 1984, 1992, 2001, 2005, and two books from 2011, then: $1984 + 1992 + 2001 + 2005 + 2011 + 2011 = 12,004$. Then $12,004 \div 6 = 2001$ (rounded off to a whole number).
- Correct entry: 2001.

32. Enter the average copyright date of the books listed under the subject heading “Native Americans” (or the former heading “Indians of North America”) Include books in the circulating section, reference section, and digital titles owned by the library.

Average copyright date of “Native American” books. Round off to a four digit year. 0000

33. Enter the average copyright date of the books in your whole collection. Include books in the circulating section, reference section, and the digital titles owned by the library. Do NOT include online subscriptions to e-books (e.g., Overdrive, Turtle Books, SORA, etc.).

Average copyright date of books in your whole collection. Round off to a four digit year. 2004

34. What was the name of the most recent U.S. president who had a whole book on him IN THE LIBRARY COLLECTION?

Trump

Licensed Databases

35. Did your library offer access to any online subscription information databases for students in the 2020–2021 academic year? This question does not apply to databases offered by the local public library, California’s K–12 Online Resources, or search engines. Examples of subscription information databases include: EBSCO *Ultra*, *Gale’s In Context*, *World Book Online*, etc.

- Yes
- No

36. Did your school provide access to California’s K–12 Online Resources - Encyclopaedia Britannica, Pro-Quest, and TeachingBooks?

- Yes
- No

2020–2021 Budget

We encourage you to work with your principal and/or office staff to answer questions related to how the school funds and supports the library program.

37. How much money was spent in the school library for the purchase of library books during the 2020–2021 academic year? Include both print titles and digital titles (eBooks that you own). Include processing costs if purchased with library books.

- No Budget
- Less than \$1,000
- Less than \$2,000
- Less than \$3,000
- Less than \$4,000
- Less than \$5,000
- \$5,000–\$9,999
- \$10,000–\$14,999
- \$15,000–\$19,999
- \$20,000–\$24,999
- \$25,000–\$29,999
- \$30,000–\$34,999
- \$35,000–\$39,999
- \$40,000–\$44,999
- \$45,000–\$49,999
- \$50,000 or more

a. Was the budget to purchase library books provided at the site level or the district level? District

38. If you spent more than \$50,000 on books enter the amount here.

PLEASE NOTE: Enter whole numbers only. Do not use letters, words, or any form of punctuation.

Correct entry: 150000.

Incorrect entries: "approx. 150,000," "one hundred fifty thousand," "150,000+."

No response

39. How much money was spent in the school library for the purchase of library materials other than books during the 2020–2021 academic year? Include periodicals (paper or electronic), technology and media resources, online subscriptions to resources, and related equipment. Do not include salaries, conference expenses, routine supplies, maintenance agreements, district purchases of shared electronic databases, etc.

- No Budget
- Less than \$1,000
- Less than \$2,000
- Less than \$3,000
- Less than \$4,000
- Less than \$5,000
- \$5,000–\$9,999
- \$10,000–\$14,999
- \$15,000–\$19,999
- \$20,000–\$24,999
- \$25,000 or more

a. Was the budget to purchase library materials other than books provided at the site level or the district level? District

40. If you spent more than \$25,000 on materials other than books, enter the amount here.

PLEASE NOTE: Enter whole numbers only. Do not use letters, words, or any form of punctuation.

Correct entry: 150000.

Incorrect entries: "approx. 150,000," "one hundred fifty thousand," "150,000+."

No response

41. Check one or more of the following funds used to purchase library materials during the 2020–2021 academic year.

- General/LCFF (district or site)
- State Lottery Funds
- Fundraising (parent groups, book fairs, etc.)
- Title I (federal)
- Local Bond Measure
- Start-up Funds (special reserve fund)
- CARES Act Funds

- Other (One-time discretionary grants to districts, etc.)
- None of the above

42. Was your library program written into your Local Control Accountability Plan (LCAP)?

- Yes
- No

Was the library funding tied to your LCAP?

- Yes
- No

Curriculum and Instruction

General Programming

This section is designed to gather a basic understanding of the type of library program offered to your school community. The questions move from broad general program questions to progressively more focused questions on instruction and teaching. The [California Model School Library Standards](#) provide the emphasis on instruction and teaching.

43. Did the library staff serve on the school site council?

- Yes
- No

Did library staff attend meetings of the school site council two or more times per academic year?

- Yes
- No

44. Did you have a library policy/procedure manual?

- Yes
- No

45. When was the last time library staff job descriptions were updated and approved?

2006

46. How often did the library staff meet at the district level for planning and professional development?

- Monthly (or more frequently)
- Quarterly
- Twice a year
- Once a year
- None

Who was responsible for organizing and leading these meetings (if there were no meetings, answer N/A)?

Assistant Superintendent

Basic Services

This section of questions asks about general services and basic instruction that might be performed by any and all library staff regardless of credential and/or title. We understand normal library services stopped or changed significantly during Covid 19, and remote learning. As you answer these questions, consider how you adapted services during remote learning.

Description	Answer
47. Informally instructed students in the use of resources (e.g., care and handling of books, library layout, parts of books, locating books, etc.)	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2-3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never

48. Provided reading, listening, and viewing guidance for students	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never
49. Communicated proactively with principal	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input checked="" type="checkbox"/> Less than once per month <input type="checkbox"/> Never
50. Managed a schoolwide reading program (e.g., AR, Read 180, Reading Counts)	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never

51. What types of activities occurred during a typical class session? (Select all that apply.)

- Returned, selected, and checked out new books
- Storytime/Book talks
- Provided training in basic library skills (e.g., care and handling of books, library layout, parts of books, locating books, etc.)
- Worked on research projects
- Not Applicable – no class sessions

52. What was the average number of classes that had a library session in a typical week? 0

53. A typical class session lasted:

- 20 minutes or less
- 30 minutes
- 45 minutes
- 60 minutes
- Varied depending on class and project needs
- Not applicable - no class sessions

54. What modalities did you use to provide library services and instruction: (Select all that apply.)

- Face to face
- Email
- Online synchronous
- Via library portal
- Online Asynchronous
- Social media
- Podcast
- Via school publications (e.g., school newsletter, flyer)
- Contactless book/material distribution (e.g., reserving books online, books left on a cart for pickup, drive by pick up)

Teaching Approaches

These next questions are intended to gain an accurate picture of what level of services were being provided in your school library program. While the questions' emphases are on a strong library program – the ideal: a team of a teacher librarian + library support staff – we expect to see a range of services provided that correspond to the staffing level and staff expertise.

Report how often you engaged in various teaching activities as defined in the [California Model School Library Standards](#) – School Library Program Standard C (teacher librarian responsibilities).

Like the previous section, we understand teaching approaches changed, and some of these questions may not be relevant to your situation. How often did you engage in the following activities?

Question	Answer
55. Planned instructional unit with teachers	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
56. Taught students how to use digital resources	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
57. a) Managed the library, including collection development and supervision of ordering	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input checked="" type="checkbox"/> Less than once per month <input type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
b) Our collection development included weeding, de-selection, and withdrawals	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input checked="" type="checkbox"/> Less than once per month <input type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
58. Responsible for cataloging	<input type="checkbox"/> Select One... <input checked="" type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
59. Supervised the work of paraprofessionals, student aides, and volunteers	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
60. Went into classrooms to provide instruction	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian

61. Library classes were taught while classroom teachers had planning time.

- Yes
 No

Please explain what types of activities or instruction occurred in the library during teaching planning time:

No response

62. How did you implement the *CA MSLS*?

- Aligned the standards to our library instruction.
 Embedded the standards into the curriculum.
 While we were familiar with the standards, we did not use them to guide instruction.
 We were not familiar with these standards.

63. I was called upon to lead and/or provide professional development.

- Yes
 No

I led and provided professional development in the following manner (select all that apply):

- 1:1
 Small groups of teachers
 Grade-level meetings
 Staff meetings
 District-level trainings
 Other (please specify)

Describe the manner in which you led and provided professional development (other):

No response

64. What information would you like to share that was not asked in this library program evaluation tool? (e.g., describe how the library program ran when schools went virtual due to COVID-19; describe duties you were assigned)

No response

Contact Information

Respondent Information

Name: Sharon McGinnis
Title: Media Specialist
Email: smcginnis@orcutt-schools.net
Phone: 805-938-8745

Library website URL: No response
(If your library has a website.)

In case we need to clarify any of your answers, please provide the appropriate contact information for the individual responsible for library services in your district. (In some cases this may be the same individual as above.)

Name: Sharon McGinnis
Email: smcginnis@orcutt-school.net
Phone: 805-938-8745

Thank you for your time and effort to complete this evaluation tool. Your answers are invaluable.

Questions: Renée Ousley-Swank, Education Consultant | ROusleySwank@cde.ca.gov | 916-319-0449



School Library Survey Collecting Information from the 2020-2021 Academic Year

Submission Record

Submission ID: 16790
Submission Date: 3/11/2022 1:08:10 PM PT

School: Orcutt School for Independent Study (CDS Code: 42692600141168)

1. Did you have a dedicated common area in your school designated as the library in the 2020–2021 academic year?

- Yes, our school had a library located on campus. (Even though the physical space may not have been utilized, or had limited use due to COVID-19, we did provide some library services.)
- Yes, our school had a joint-use school library.
- No, while our school had a library located on campus, it was shuttered and no library work or services were provided due to COVID-19.
- No, we did not have a designated library facility.
- No, we used a library on an adjacent school campus (provide the name of adjacent library used).

Name of the adjacent school library:

No response

If your school building did NOT have a designated library facility, was it because:

- This is a new facility and wasn't open in 2020–2021.
- It never had a library facility.
- This is a virtual academy (At the end of the evaluation, there is space to specify how students access the library program).
- The library facility closed during the past three years.
- The library facility closed more than three years ago.

If your school had a library facility in the past but no longer does, what were the reasons for the closure of the school library? Please check all that apply:

- Budget cuts
- Administrative decision
- Staffing cuts
- Collection was too old to be useful and the cost to update too prohibitive
- Space needed for other purposes
- Lack of use
- Damaged or destroyed by natural disaster
- Other
- I'm not sure

2. Our school had a joint-use library with a:

- Public Library
- College
- Another K–12 school – Within district or outside of district?

Specify name of the joint-use partner:
No response

3. If possible, briefly explain how the joint-use school library was funded and managed (e.g., each site had its own budget for collection development, and we shared staff; I'm not sure).

No response

These questions (unless noted) focus on the library program at the site level. If you worked at multiple sites, answer the questions as the program ran for the present school you are completing the survey for, and complete a separate survey for each site at which you worked.

4. We had a partnership with our local public library.

- Yes
- No

Please provide a brief description of the partnership (e.g., after school programs, accessing public library databases – online eCard, One Card program – student ID is full public library access card).

No response

Library Staffing

For purposes of answering questions referring to staff working in the library, stop and think about how the library staff was paid. If staff was paid a teacher salary, select credentialed, but if staff was paid a classified salary, select classified.

Credentialed Teacher Librarian – Individual holds a California teaching credential and a California Teacher Librarian Services Credential or an Emergency Teacher Librarian Services Credential and is **paid as a teacher**.

Credentialed Teacher, Not Librarian – Individual holds a California teaching credential with no library endorsement and is **paid as a teacher**.

Classified Library Staff – May be called librarian, aide, clerk, technician, assistant, etc., but is **NOT paid as a teacher**.

5. Did you have at least one paid credentialed staff working in the school library?

(Teacher contract and certificated salary schedule) (*Contracting for a Librarian of Record does not count at the school level.*)

- Yes
- No

6. What library certification did the credentialed staff hold?

- Credentialed teacher librarian
- Emergency-credentialed teacher librarian
- Credentialed teacher without a teacher librarian credential
- Other (please explain)

Please explain certificate held by the credentialed staff.

No response

7. Did you have at least one paid classified library staff working in the school library?

(Classified contract and classified salary schedule)

- Yes
- No

Some districts require their classified library staff to possess an A.A. degree in Library Support Staff Certification (LSSC). For further information, visit [LSSC home page](#).

8. What training did the classified library staff possess and/or receive? (Select all that apply.)

- None
- District-based training
- County Office of Education sponsored training (e.g., Instructional Media Resource Assistant [IMRA])
- Public library sponsored training
- Conferences (e.g., CSLA Annual Conference, regional workshops, CUE)
- Professional Growth Units (e.g., Infopeople courses)
- A.A. degree in Library Support Staff Certification (specify the program where the certificate was earned below)
- Other (specify below)

Specify where you earned your certificate:

No response

Specify other classified training:

No response

Please enter the total number of weekly hours typically worked for all paid staff assigned to this single school library. For example, if there were two school/teacher librarians and one worked 40 hours per week and the other worked 20 hours per week, enter 60 for the weekly hours. If there were no hours worked, then mark 0. The Full Time Equivalent (FTE) hours will be calculated for you. We understand that, in response to COVID-19 and remote learning, some districts assigned library staff to perform duties outside the library. At the end of the evaluation, you will have the opportunity to share what duties you performed in 2020–2021.

Profession	Weekly Hours	FTE
9. Credentialed staff	No response	No response

10. Classified staff	No response	No response
Totals:	No response	No response

11. At how many different school libraries did the certificated staff serve in 2020–2021? No response

12. At how many different school libraries did the classified staff serve in 2020–2021? No response

In the following section, some of the questions focus on Access as outlined in the [California Model School Library Standards](#) (CA MSLs) – School Library Program Standard B (Access).

Library Access

Library Service Hours in a Typical Week

Report the typical weekly number of hours the school library was staffed and open for use. For the 2020-2021 year, consider these questions through the lens of remote learning, the number of hours you were available to work with teachers and students, and how the time was scheduled.

13. How many hours total was school library service available per week, typically (e.g., 32 hours)? No response

14. When was school library service typically available for student use? (Select all that apply.)

- Before classes started
- During class time
- During breaks (e.g., nutrition)
- During lunch
- After school
- Some evenings
- On weekends
- Summer school
- None of the above

15. Which of the following terms best describe the method used to schedule classes for school library services?

- Fixed/Block (classes scheduled at regularly specified times)
- Flexible (open schedule [i.e., scheduled visits at varying times according to need])
- Mixed (some classes block scheduled/flexibly scheduled)
- No class visits

16. Approximately how many school days per school year was the library in your building closed for use as a testing space or for other use not related specifically to the library program? We understand that, for most, this question is not applicable during Covid-19 and remote learning, so select 0.

- 0
- 1–5
- 6–10
- 11–20
- 20 or more

Library's Physical Space

When answering this section, consider the physical space even if students did not have access to the facility.

Description	Yes/No Answer
17. a) The library facility had enough space to accommodate one class for instruction.	<input type="checkbox"/> Yes <input type="checkbox"/> No
b) Plus additional individuals and small groups working independently.	<input type="checkbox"/> Yes <input type="checkbox"/> No
18. There was enough space to accommodate the library collection, furnishings, and equipment.	<input type="checkbox"/> Yes <input type="checkbox"/> No
19. The space was flexible, allowing for different configurations depending upon need.	<input type="checkbox"/> Yes <input type="checkbox"/> No
20. The library had a makerspace.	<input type="checkbox"/> Yes <input type="checkbox"/> No

Library's Virtual Presence

Did the school library have:

Description	Answer
21. A library website with or without access to online library catalog	<input type="checkbox"/> With <input type="checkbox"/> Without <input type="checkbox"/> Not applicable (school library did not have website)
22. Collaboration software (e.g., SharePoint, Google Drive, Teams etc.)	<input type="checkbox"/> Yes <input type="checkbox"/> No
23. Was your library program promoted via social media?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Computers/Tablet Devices

CA MSLS recommend the following number of computers in the school library: minimum of one class set of networked computers composed of at least 10 at the elementary school, 15 at the middle school, and 25 at the high school.

24. How many computers were housed in and available in your school library for direct instruction and/or student use during library programs? No response

25. Did your school issue every student a laptop or tablet? (Select all that apply.)

- Laptop (including Chromebooks)
- Tablets (e.g., iPad, Playbook, Kindle, Galaxy Tab, etc.)
- Not applicable (we were not a 1:1 school)
- Other (please specify [e.g., 1:1 for third grade on up])

Please specify for other (e.g., 1:1 for third grade on up)

No response

26. Was library staff responsible for distribution, tracking, and management of student laptops and/or tablets?

- Yes, a large portion of staff time is spent managing devices.
- Yes, a moderate amount of time is spent managing devices.
- Yes, a limited amount of time is spent managing devices.
- No, library staff was not responsible for managing devices.
- No, we do not provide students laptops and/or tablets.

27. Considering the school district's filtering software, were students able to access and utilize web-based productivity/collaboration tools (e.g., wikis, blogs, Google Docs, or similar tools) via the school network?

- Yes, with unlimited access
- Yes, with limited access
- No access

28. When were students allowed to bring their own computers/devices to the library? (Select all that apply.)

- For individual use
- For class use
- For direct instruction
- Not allowed
- Not Applicable – remote learning

RESOURCES: School Library Collection

In the following section, some of the questions focus on Resources as outlined in the [California Model School Library Standards – School Library Program Standard D \(Resources\)](#). Resources include print and digital materials (e.g., subscription databases, audiobooks, e-books) that align with the curriculum and are accessible to students with various cognitive or language needs. Consider the collection and not access to the collection during remote learning.

Overall Collection

29. Enter the number of print books in the school library collection at the end of the 2020–2021 academic year. Include reference books in your count, and count each reference volume as one.

- 2,499 or less
- 2,500–4,999
- 5,000–7,499

- 7,500–9,999
- 10,000–12,499
- 12,500–14,999
- 15,000–17,499
- 17,500–19,999
- 20,000–22,499
- 22,500–24,999
- 25,000–27,499
- 27,500–29,999
- 30,000–34,999
- 35,000 or more

30. Were electronic book (e-Book) titles purchased for library use during the 2020–2021 academic year?

- Yes
- No
- Not Applicable

31. Enter the number of print subscriptions to magazines and newspapers during the 2020–2021 academic year (count subscriptions, not individual titles or issues).

- Zero
- 10 or fewer
- 11–20
- 21–30
- More than 30

Age of Collection

To determine the average copyright date of the books in a Dewey section, if your library management system will not automatically calculate the average, follow the steps below for a manual calculation:

- Count the number of books in all of the Dewey section being surveyed.
- Next, add the copyright dates of all the books in the Dewey section being surveyed.
- Divide the sum of the copyright dates by the total number of books in the Dewey section being surveyed.
- Enter whole numbers only. Do not use letters, words, or any form of punctuation.
- Example: Assuming you had only six books in the Dewey section being surveyed and their copyright dates were 1984, 1992, 2001, 2005, and two books from 2011, then: $1984 + 1992 + 2001 + 2005 + 2011 + 2011 = 12,004$. Then $12,004 \div 6 = 2001$ (rounded off to a whole number).
- Correct entry: 2001.

32. Enter the average copyright date of the books listed under the subject heading “Native Americans” (or the former heading “Indians of North America”) Include books in the circulating section, reference section, and digital titles owned by the library.

Average copyright date of “Native American” books. Round off to a four digit year. No response

33. Enter the average copyright date of the books in your whole collection. Include books in the circulating section, reference section, and the digital titles owned by the library. Do NOT include online subscriptions to e-books (e.g., Overdrive, Turtle Books, SORA, etc.).

Average copyright date of books in your whole collection. Round off to a four digit year. No response

34. What was the name of the most recent U.S. president who had a whole book on him IN THE LIBRARY COLLECTION?

No response

Licensed Databases

35. Did your library offer access to any online subscription information databases for students in the 2020–2021 academic year? This question does not apply to databases offered by the local public library, California’s K–12 Online Resources, or search engines. Examples of subscription information databases include: EBSCO *Ultra*, *Gale’s In Context*, *World Book Online*, etc.

- Yes
- No

36. Did your school provide access to California’s K–12 Online Resources - Encyclopaedia Britannica, Pro-Quest, and TeachingBooks?

- Yes
- No

2020–2021 Budget

We encourage you to work with your principal and/or office staff to answer questions related to how the school funds and supports the library program.

37. How much money was spent in the school library for the purchase of library books during the 2020–2021 academic year? Include both print titles and digital titles (eBooks that you own). Include processing costs if purchased with library books.

- No Budget
- Less than \$1,000
- Less than \$2,000
- Less than \$3,000
- Less than \$4,000
- Less than \$5,000
- \$5,000–\$9,999
- \$10,000–\$14,999
- \$15,000–\$19,999
- \$20,000–\$24,999
- \$25,000–\$29,999
- \$30,000–\$34,999
- \$35,000–\$39,999
- \$40,000–\$44,999
- \$45,000–\$49,999
- \$50,000 or more

a. Was the budget to purchase library books provided at the site level or the district level? No response

38. If you spent more than \$50,000 on books enter the amount here.

PLEASE NOTE: Enter whole numbers only. Do not use letters, words, or any form of punctuation.

Correct entry: 150000.

Incorrect entries: "approx. 150,000," "one hundred fifty thousand," "150,000+."

No response

39. How much money was spent in the school library for the purchase of library materials other than books during the 2020–2021 academic year? Include periodicals (paper or electronic), technology and media resources, online subscriptions to resources, and related equipment. Do not include salaries, conference expenses, routine supplies, maintenance agreements, district purchases of shared electronic databases, etc.

- No Budget
- Less than \$1,000
- Less than \$2,000
- Less than \$3,000
- Less than \$4,000
- Less than \$5,000
- \$5,000–\$9,999
- \$10,000–\$14,999
- \$15,000–\$19,999
- \$20,000–\$24,999
- \$25,000 or more

a. Was the budget to purchase library materials other than books provided at the site level or the district level? No response

40. If you spent more than \$25,000 on materials other than books, enter the amount here.

PLEASE NOTE: Enter whole numbers only. Do not use letters, words, or any form of punctuation.

Correct entry: 150000.

Incorrect entries: "approx. 150,000," "one hundred fifty thousand," "150,000+."

No response

41. Check one or more of the following funds used to purchase library materials during the 2020–2021 academic year.

- General/LCFF (district or site)
- State Lottery Funds
- Fundraising (parent groups, book fairs, etc.)
- Title I (federal)
- Local Bond Measure
- Start-up Funds (special reserve fund)
- CARES Act Funds

- Other (One-time discretionary grants to districts, etc.)
- None of the above

42. Was your library program written into your Local Control Accountability Plan (LCAP)?

- Yes
- No

Was the library funding tied to your LCAP?

- Yes
- No

Curriculum and Instruction

General Programming

This section is designed to gather a basic understanding of the type of library program offered to your school community. The questions move from broad general program questions to progressively more focused questions on instruction and teaching. The [California Model School Library Standards](#) provide the emphasis on instruction and teaching.

43. Did the library staff serve on the school site council?

- Yes
- No

Did library staff attend meetings of the school site council two or more times per academic year?

- Yes
- No

44. Did you have a library policy/procedure manual?

- Yes
- No

45. When was the last time library staff job descriptions were updated and approved?

No response

46. How often did the library staff meet at the district level for planning and professional development?

- Monthly (or more frequently)
- Quarterly
- Twice a year
- Once a year
- None

Who was responsible for organizing and leading these meetings (if there were no meetings, answer N/A)?

No response

Basic Services

This section of questions asks about general services and basic instruction that might be performed by any and all library staff regardless of credential and/or title. We understand normal library services stopped or changed significantly during Covid 19, and remote learning. As you answer these questions, consider how you adapted services during remote learning.

Description	Answer
47. Informally instructed students in the use of resources (e.g., care and handling of books, library layout, parts of books, locating books, etc.)	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input type="checkbox"/> Never

48. Provided reading, listening, and viewing guidance for students	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input type="checkbox"/> Never
49. Communicated proactively with principal	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input type="checkbox"/> Never
50. Managed a schoolwide reading program (e.g., AR, Read 180, Reading Counts)	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input type="checkbox"/> Never

51. What types of activities occurred during a typical class session? (Select all that apply.)

- Returned, selected, and checked out new books
- Storytime/Book talks
- Provided training in basic library skills (e.g., care and handling of books, library layout, parts of books, locating books, etc.)
- Worked on research projects
- Not Applicable – no class sessions

52. What was the average number of classes that had a library session in a typical week? No response

53. A typical class session lasted:

- 20 minutes or less
- 30 minutes
- 45 minutes
- 60 minutes
- Varied depending on class and project needs
- Not applicable - no class sessions

54. What modalities did you use to provide library services and instruction: (Select all that apply.)

- Face to face
- Email
- Online synchronous
- Via library portal
- Online Asynchronous
- Social media
- Podcast
- Via school publications (e.g., school newsletter, flyer)
- Contactless book/material distribution (e.g., reserving books online, books left on a cart for pickup, drive by pick up)

Teaching Approaches

These next questions are intended to gain an accurate picture of what level of services were being provided in your school library program. While the questions' emphases are on a strong library program – the ideal: a team of a teacher librarian + library support staff – we expect to see a range of services provided that correspond to the staffing level and staff expertise.

Report how often you engaged in various teaching activities as defined in the [California Model School Library Standards](#) – School Library Program Standard C (teacher librarian responsibilities).

Like the previous section, we understand teaching approaches changed, and some of these questions may not be relevant to your situation. How often did you engage in the following activities?

Question	Answer
55. Planned instructional unit with teachers	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
56. Taught students how to use digital resources	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
57. a) Managed the library, including collection development and supervision of ordering	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
b) Our collection development included weeding, de-selection, and withdrawals	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
58. Responsible for cataloging	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
59. Supervised the work of paraprofessionals, student aides, and volunteers	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
60. Went into classrooms to provide instruction	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian

61. Library classes were taught while classroom teachers had planning time.

- Yes
- No

Please explain what types of activities or instruction occurred in the library during teaching planning time:

No response

62. How did you implement the *CA MSLS*?

- Aligned the standards to our library instruction.
- Embedded the standards into the curriculum.
- While we were familiar with the standards, we did not use them to guide instruction.
- We were not familiar with these standards.

63. I was called upon to lead and/or provide professional development.

- Yes
- No

I led and provided professional development in the following manner (select all that apply):

- 1:1
- Small groups of teachers
- Grade-level meetings
- Staff meetings
- District-level trainings
- Other (please specify)

Describe the manner in which you led and provided professional development (other):

No response

64. What information would you like to share that was not asked in this library program evaluation tool? (e.g., describe how the library program ran when schools went virtual due to COVID-19; describe duties you were assigned)

No response

Contact Information

Respondent Information

Name: Dana Alford
Title: Office Manager
Email: Dalford@orcutt-schools.net
Phone: 805-937-6515
Library website URL: No response
(If your library has a website.)

In case we need to clarify any of your answers, please provide the appropriate contact information for the individual responsible for library services in your district. (In some cases this may be the same individual as above.)

Name: Dana Alford
Email: dalford@orcutt-schools.net
Phone: 805-937-6515

Thank you for your time and effort to complete this evaluation tool. Your answers are invaluable.

Questions: Renée Ousley-Swank, Education Consultant | ROusleySwank@cde.ca.gov | 916-319-0449



School Library Survey Collecting Information from the 2020-2021 Academic Year

Submission Record

Submission ID: 16536

Submission Date: 2/24/2022 12:37:45 PM PT

School: Olga L. Reed Elementary (CDS Code: 42692606045702)

1. Did you have a dedicated common area in your school designated as the library in the 2020–2021 academic year?

- Yes, our school had a library located on campus. (Even though the physical space may not have been utilized, or had limited use due to COVID-19, we did provide some library services.)
- Yes, our school had a joint-use school library.
- No, while our school had a library located on campus, it was shuttered and no library work or services were provided due to COVID-19.
- No, we did not have a designated library facility.
- No, we used a library on an adjacent school campus (provide the name of adjacent library used).

Name of the adjacent school library:

No response

If your school building did NOT have a designated library facility, was it because:

- This is a new facility and wasn't open in 2020–2021.
- It never had a library facility.
- This is a virtual academy (At the end of the evaluation, there is space to specify how students access the library program).
- The library facility closed during the past three years.
- The library facility closed more than three years ago.

If your school had a library facility in the past but no longer does, what were the reasons for the closure of the school library? Please check all that apply:

- Budget cuts
- Administrative decision
- Staffing cuts
- Collection was too old to be useful and the cost to update too prohibitive
- Space needed for other purposes
- Lack of use
- Damaged or destroyed by natural disaster
- Other
- I'm not sure

2. Our school had a joint-use library with a:

- Public Library
- College
- Another K–12 school – Within district or outside of district?

Specify name of the joint-use partner:

No response

3. If possible, briefly explain how the joint-use school library was funded and managed (e.g., each site had its own budget for collection development, and we shared staff; I'm not sure).

No response

These questions (unless noted) focus on the library program at the site level. If you worked at multiple sites, answer the questions as the program ran for the present school you are completing the survey for, and complete a separate survey for each site at which you worked.

4. We had a partnership with our local public library.

- Yes
- No

Please provide a brief description of the partnership (e.g., after school programs, accessing public library databases – online eCard, One Card program – student ID is full public library access card).

No response

Library Staffing

For purposes of answering questions referring to staff working in the library, stop and think about how the library staff was paid. If staff was paid a teacher salary, select credentialed, but if staff was paid a classified salary, select classified.

Credentialed Teacher Librarian – Individual holds a California teaching credential and a California Teacher Librarian Services Credential or an Emergency Teacher Librarian Services Credential and is **paid as a teacher**.

Credentialed Teacher, Not Librarian – Individual holds a California teaching credential with no library endorsement and is **paid as a teacher**.

Classified Library Staff – May be called librarian, aide, clerk, technician, assistant, etc., but is **NOT paid as a teacher**.

5. Did you have at least one paid credentialed staff working in the school library?

(Teacher contract and certificated salary schedule) (*Contracting for a Librarian of Record does not count at the school level.*)

- Yes
- No

6. What library certification did the credentialed staff hold?

- Credentialed teacher librarian
- Emergency-credentialed teacher librarian
- Credentialed teacher without a teacher librarian credential
- Other (please explain)

Please explain certificate held by the credentialed staff.

No response

7. Did you have at least one paid classified library staff working in the school library?

(Classified contract and classified salary schedule)

- Yes
- No

Some districts require their classified library staff to possess an A.A. degree in Library Support Staff Certification (LSSC). For further information, visit [LSSC home page](#).

8. What training did the classified library staff possess and/or receive? (Select all that apply.)

- None
- District-based training
- County Office of Education sponsored training (e.g., Instructional Media Resource Assistant [IMRA])
- Public library sponsored training
- Conferences (e.g., CSLA Annual Conference, regional workshops, CUE)
- Professional Growth Units (e.g., Infopeople courses)
- A.A. degree in Library Support Staff Certification (specify the program where the certificate was earned below)
- Other (specify below)

Specify where you earned your certificate:

No response

Specify other classified training:

No response

Please enter the total number of weekly hours typically worked for all paid staff assigned to this single school library. For example, if there were two school/teacher librarians and one worked 40 hours per week and the other worked 20 hours per week, enter 60 for the weekly hours. If there were no hours worked, then mark 0. The Full Time Equivalent (FTE) hours will be calculated for you. We understand that, in response to COVID-19 and remote learning, some districts assigned library staff to perform duties outside the library. At the end of the evaluation, you will have the opportunity to share what duties you performed in 2020–2021.

Profession	Weekly Hours	FTE
9. Credentialed staff	0.00	0.000

10. Classified staff	20.00	0.500
Totals:	20.00	0.500

11. At how many different school libraries did the certificated staff serve in 2020–2021? No response

12. At how many different school libraries did the classified staff serve in 2020–2021? 1

In the following section, some of the questions focus on Access as outlined in the [California Model School Library Standards](#) (CA MSL) – School Library Program Standard B (Access).

Library Access

Library Service Hours in a Typical Week

Report the typical weekly number of hours the school library was staffed and open for use. For the 2020-2021 year, consider these questions through the lens of remote learning, the number of hours you were available to work with teachers and students, and how the time was scheduled.

13. How many hours total was school library service available per week, typically (e.g., 32 hours)? 20

14. When was school library service typically available for student use? (Select all that apply.)

- Before classes started
- During class time
- During breaks (e.g., nutrition)
- During lunch
- After school
- Some evenings
- On weekends
- Summer school
- None of the above

15. Which of the following terms best describe the method used to schedule classes for school library services?

- Fixed/Block (classes scheduled at regularly specified times)
- Flexible (open schedule [i.e., scheduled visits at varying times according to need])
- Mixed (some classes block scheduled/flexibly scheduled)
- No class visits

16. Approximately how many school days per school year was the library in your building closed for use as a testing space or for other use not related specifically to the library program? We understand that, for most, this question is not applicable during Covid-19 and remote learning, so select 0.

- 0
- 1–5
- 6–10
- 11–20
- 20 or more

Library's Physical Space

When answering this section, consider the physical space even if students did not have access to the facility.

Description	Yes/No Answer
17. a) The library facility had enough space to accommodate one class for instruction.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
b) Plus additional individuals and small groups working independently.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
18. There was enough space to accommodate the library collection, furnishings, and equipment.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
19. The space was flexible, allowing for different configurations depending upon need.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
20. The library had a makerspace.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Library's Virtual Presence

Did the school library have:

Description	Answer
21. A library website with or without access to online library catalog	<input checked="" type="checkbox"/> With <input type="checkbox"/> Without <input type="checkbox"/> Not applicable (school library did not have website)
22. Collaboration software (e.g., SharePoint, Google Drive, Teams etc.)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
23. Was your library program promoted via social media?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Computers/Tablet Devices

CA MSLS recommend the following number of computers in the school library: minimum of one class set of networked computers composed of at least 10 at the elementary school, 15 at the middle school, and 25 at the high school.

24. How many computers were housed in and available in your school library for direct instruction and/or student use during library programs? 0

25. Did your school issue every student a laptop or tablet? (Select all that apply.)

- Laptop (including Chromebooks)
- Tablets (e.g., iPad, Playbook, Kindle, Galaxy Tab, etc.)
- Not applicable (we were not a 1:1 school)
- Other (please specify [e.g., 1:1 for third grade on up])

Please specify for other (e.g., 1:1 for third grade on up)

No response

26. Was library staff responsible for distribution, tracking, and management of student laptops and/or tablets?

- Yes, a large portion of staff time is spent managing devices.
- Yes, a moderate amount of time is spent managing devices.
- Yes, a limited amount of time is spent managing devices.
- No, library staff was not responsible for managing devices.
- No, we do not provide students laptops and/or tablets.

27. Considering the school district's filtering software, were students able to access and utilize web-based productivity/collaboration tools (e.g., wikis, blogs, Google Docs, or similar tools) via the school network?

- Yes, with unlimited access
- Yes, with limited access
- No access

28. When were students allowed to bring their own computers/devices to the library? (Select all that apply.)

- For individual use
- For class use
- For direct instruction
- Not allowed
- Not Applicable – remote learning

RESOURCES: School Library Collection

In the following section, some of the questions focus on Resources as outlined in the [California Model School Library Standards – School Library Program Standard D \(Resources\)](#). Resources include print and digital materials (e.g., subscription databases, audiobooks, e-books) that align with the curriculum and are accessible to students with various cognitive or language needs. Consider the collection and not access to the collection during remote learning.

Overall Collection

29. Enter the number of print books in the school library collection at the end of the 2020–2021 academic year. Include reference books in your count, and count each reference volume as one.

- 2,499 or less
- 2,500–4,999
- 5,000–7,499

- 7,500–9,999
- 10,000–12,499
- 12,500–14,999
- 15,000–17,499
- 17,500–19,999
- 20,000–22,499
- 22,500–24,999
- 25,000–27,499
- 27,500–29,999
- 30,000–34,999
- 35,000 or more

30. Were electronic book (e-Book) titles purchased for library use during the 2020–2021 academic year?

- Yes
- No
- Not Applicable

31. Enter the number of print subscriptions to magazines and newspapers during the 2020–2021 academic year (count subscriptions, not individual titles or issues).

- Zero
- 10 or fewer
- 11–20
- 21–30
- More than 30

Age of Collection

To determine the average copyright date of the books in a Dewey section, if your library management system will not automatically calculate the average, follow the steps below for a manual calculation:

- Count the number of books in all of the Dewey section being surveyed.
- Next, add the copyright dates of all the books in the Dewey section being surveyed.
- Divide the sum of the copyright dates by the total number of books in the Dewey section being surveyed.
- Enter whole numbers only. Do not use letters, words, or any form of punctuation.
- Example: Assuming you had only six books in the Dewey section being surveyed and their copyright dates were 1984, 1992, 2001, 2005, and two books from 2011, then: $1984 + 1992 + 2001 + 2005 + 2011 + 2011 = 12,004$. Then $12,004 \div 6 = 2001$ (rounded off to a whole number).
- Correct entry: 2001.

32. Enter the average copyright date of the books listed under the subject heading “Native Americans” (or the former heading “Indians of North America”) Include books in the circulating section, reference section, and digital titles owned by the library.

Average copyright date of “Native American” books. Round off to a four digit year. 1988

33. Enter the average copyright date of the books in your whole collection. Include books in the circulating section, reference section, and the digital titles owned by the library. Do NOT include online subscriptions to e-books (e.g., Overdrive, Turtle Books, SORA, etc.).

Average copyright date of books in your whole collection. Round off to a four digit year. 1997

34. What was the name of the most recent U.S. president who had a whole book on him IN THE LIBRARY COLLECTION?

Barack Obama

Licensed Databases

35. Did your library offer access to any online subscription information databases for students in the 2020–2021 academic year? This question does not apply to databases offered by the local public library, California’s K–12 Online Resources, or search engines. Examples of subscription information databases include: EBSCO *Ultra*, Gale’s *In Context*, *World Book Online*, etc.

- Yes
- No

36. Did your school provide access to California’s K–12 Online Resources - Encyclopaedia Britannica, Pro-Quest, and TeachingBooks?

- Yes
- No

2020–2021 Budget

We encourage you to work with your principal and/or office staff to answer questions related to how the school funds and supports the library program.

37. How much money was spent in the school library for the purchase of library books during the 2020–2021 academic year? Include both print titles and digital titles (eBooks that you own). Include processing costs if purchased with library books.

- No Budget
- Less than \$1,000
- Less than \$2,000
- Less than \$3,000
- Less than \$4,000
- Less than \$5,000
- \$5,000–\$9,999
- \$10,000–\$14,999
- \$15,000–\$19,999
- \$20,000–\$24,999
- \$25,000–\$29,999
- \$30,000–\$34,999
- \$35,000–\$39,999
- \$40,000–\$44,999
- \$45,000–\$49,999
- \$50,000 or more

a. Was the budget to purchase library books provided at the site level or the district level? district level

38. If you spent more than \$50,000 on books enter the amount here.

PLEASE NOTE: Enter whole numbers only. Do not use letters, words, or any form of punctuation.

Correct entry: 150000.

Incorrect entries: "approx. 150,000," "one hundred fifty thousand," "150,000+."

No response

39. How much money was spent in the school library for the purchase of library materials other than books during the 2020–2021 academic year? Include periodicals (paper or electronic), technology and media resources, online subscriptions to resources, and related equipment. Do not include salaries, conference expenses, routine supplies, maintenance agreements, district purchases of shared electronic databases, etc.

- No Budget
- Less than \$1,000
- Less than \$2,000
- Less than \$3,000
- Less than \$4,000
- Less than \$5,000
- \$5,000–\$9,999
- \$10,000–\$14,999
- \$15,000–\$19,999
- \$20,000–\$24,999
- \$25,000 or more

a. Was the budget to purchase library materials other than books provided at the site level or the district level? district level

40. If you spent more than \$25,000 on materials other than books, enter the amount here.

PLEASE NOTE: Enter whole numbers only. Do not use letters, words, or any form of punctuation.

Correct entry: 150000.

Incorrect entries: "approx. 150,000," "one hundred fifty thousand," "150,000+."

No response

41. Check one or more of the following funds used to purchase library materials during the 2020–2021 academic year.

- General/LCFF (district or site)
- State Lottery Funds
- Fundraising (parent groups, book fairs, etc.)
- Title I (federal)
- Local Bond Measure
- Start-up Funds (special reserve fund)
- CARES Act Funds

- Other (One-time discretionary grants to districts, etc.)
- None of the above

42. Was your library program written into your Local Control Accountability Plan (LCAP)?

- Yes
- No

Was the library funding tied to your LCAP?

- Yes
- No

Curriculum and Instruction

General Programming

This section is designed to gather a basic understanding of the type of library program offered to your school community. The questions move from broad general program questions to progressively more focused questions on instruction and teaching. The [California Model School Library Standards](#) provide the emphasis on instruction and teaching.

43. Did the library staff serve on the school site council?

- Yes
- No

Did library staff attend meetings of the school site council two or more times per academic year?

- Yes
- No

44. Did you have a library policy/procedure manual?

- Yes
- No

45. When was the last time library staff job descriptions were updated and approved?

2006

46. How often did the library staff meet at the district level for planning and professional development?

- Monthly (or more frequently)
- Quarterly
- Twice a year
- Once a year
- None

Who was responsible for organizing and leading these meetings (if there were no meetings, answer N/A)?

Assistant Superintendent

Basic Services

This section of questions asks about general services and basic instruction that might be performed by any and all library staff regardless of credential and/or title. We understand normal library services stopped or changed significantly during Covid 19, and remote learning. As you answer these questions, consider how you adapted services during remote learning.

Description	Answer
47. Informally instructed students in the use of resources (e.g., care and handling of books, library layout, parts of books, locating books, etc.)	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never

48. Provided reading, listening, and viewing guidance for students	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never
49. Communicated proactively with principal	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input checked="" type="checkbox"/> Less than once per month <input type="checkbox"/> Never
50. Managed a schoolwide reading program (e.g., AR, Read 180, Reading Counts)	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never

51. What types of activities occurred during a typical class session? (Select all that apply.)

- Returned, selected, and checked out new books
- Storytime/Book talks
- Provided training in basic library skills (e.g., care and handling of books, library layout, parts of books, locating books, etc.)
- Worked on research projects
- Not Applicable – no class sessions

52. What was the average number of classes that had a library session in a typical week? 0

53. A typical class session lasted:

- 20 minutes or less
- 30 minutes
- 45 minutes
- 60 minutes
- Varied depending on class and project needs
- Not applicable - no class sessions

54. What modalities did you use to provide library services and instruction: (Select all that apply.)

- Face to face
- Email
- Online synchronous
- Via library portal
- Online Asynchronous
- Social media
- Podcast
- Via school publications (e.g., school newsletter, flyer)
- Contactless book/material distribution (e.g., reserving books online, books left on a cart for pickup, drive by pick up)

Teaching Approaches

These next questions are intended to gain an accurate picture of what level of services were being provided in your school library program. While the questions' emphases are on a strong library program – the ideal: a team of a teacher librarian + library support staff – we expect to see a range of services provided that correspond to the staffing level and staff expertise.

Report how often you engaged in various teaching activities as defined in the [California Model School Library Standards](#) – School Library Program Standard C (teacher librarian responsibilities).

Like the previous section, we understand teaching approaches changed, and some of these questions may not be relevant to your situation. How often did you engage in the following activities?

Question	Answer
55. Planned instructional unit with teachers	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
56. Taught students how to use digital resources	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
57. a) Managed the library, including collection development and supervision of ordering	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input checked="" type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
b) Our collection development included weeding, de-selection, and withdrawals	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input checked="" type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
58. Responsible for cataloging	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input checked="" type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
59. Supervised the work of paraprofessionals, student aides, and volunteers	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
60. Went into classrooms to provide instruction	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian

61. Library classes were taught while classroom teachers had planning time.

- Yes
- No

Please explain what types of activities or instruction occurred in the library during teaching planning time:

No response

62. How did you implement the *CA MSLS*?

- Aligned the standards to our library instruction.
- Embedded the standards into the curriculum.
- While we were familiar with the standards, we did not use them to guide instruction.
- We were not familiar with these standards.

63. I was called upon to lead and/or provide professional development.

- Yes
- No

I led and provided professional development in the following manner (select all that apply):

- 1:1
- Small groups of teachers
- Grade-level meetings
- Staff meetings
- District-level trainings
- Other (please specify)

Describe the manner in which you led and provided professional development (other):

No response

64. What information would you like to share that was not asked in this library program evaluation tool? (e.g., describe how the library program ran when schools went virtual due to COVID-19; describe duties you were assigned)

No response

Contact Information

Respondent Information

Name: ISabelle Garza
Title: Media Specialist
Email: igarza@orcutt-schools.net
Phone: 805-960-5510
Library website URL: No response
(If your library has a website.)

In case we need to clarify any of your answers, please provide the appropriate contact information for the individual responsible for library services in your district. (In some cases this may be the same individual as above.)

Name: Isabelle Garza
Email: igarza@orcutt-schools.net
Phone: 805-960-5510

Thank you for your time and effort to complete this evaluation tool. Your answers are invaluable.

Questions: Renée Ousley-Swank, Education Consultant | ROusleySwank@cde.ca.gov | 916-319-0449



School Library Survey Collecting Information from the 2020-2021 Academic Year

Submission Record

Submission ID: 16520

Submission Date: 2/23/2022 7:51:22 PM PT

School: Pine Grove Elementary (CDS Code: 42692606045801)

1. Did you have a dedicated common area in your school designated as the library in the 2020–2021 academic year?

- Yes, our school had a library located on campus. (Even though the physical space may not have been utilized, or had limited use due to COVID-19, we did provide some library services.)
- Yes, our school had a joint-use school library.
- No, while our school had a library located on campus, it was shuttered and no library work or services were provided due to COVID-19.
- No, we did not have a designated library facility.
- No, we used a library on an adjacent school campus (provide the name of adjacent library used).

Name of the adjacent school library:

No response

If your school building did NOT have a designated library facility, was it because:

- This is a new facility and wasn't open in 2020–2021.
- It never had a library facility.
- This is a virtual academy (At the end of the evaluation, there is space to specify how students access the library program).
- The library facility closed during the past three years.
- The library facility closed more than three years ago.

If your school had a library facility in the past but no longer does, what were the reasons for the closure of the school library? Please check all that apply:

- Budget cuts
- Administrative decision
- Staffing cuts
- Collection was too old to be useful and the cost to update too prohibitive
- Space needed for other purposes
- Lack of use
- Damaged or destroyed by natural disaster
- Other
- I'm not sure

2. Our school had a joint-use library with a:

- Public Library
- College
- Another K–12 school – Within district or outside of district?

Specify name of the joint-use partner:

No response

3. If possible, briefly explain how the joint-use school library was funded and managed (e.g., each site had its own budget for collection development, and we shared staff; I'm not sure).

No response

These questions (unless noted) focus on the library program at the site level. If you worked at multiple sites, answer the questions as the program ran for the present school you are completing the survey for, and complete a separate survey for each site at which you worked.

4. We had a partnership with our local public library.

- Yes
- No

Please provide a brief description of the partnership (e.g., after school programs, accessing public library databases – online eCard, One Card program – student ID is full public library access card).

No response

Library Staffing

For purposes of answering questions referring to staff working in the library, stop and think about how the library staff was paid. If staff was paid a teacher salary, select credentialed, but if staff was paid a classified salary, select classified.

Credentialed Teacher Librarian – Individual holds a California teaching credential and a California Teacher Librarian Services Credential or an Emergency Teacher Librarian Services Credential and is **paid as a teacher**.

Credentialed Teacher, Not Librarian – Individual holds a California teaching credential with no library endorsement and is **paid as a teacher**.

Classified Library Staff – May be called librarian, aide, clerk, technician, assistant, etc., but is **NOT paid as a teacher**.

5. Did you have at least one paid credentialed staff working in the school library?

(Teacher contract and certificated salary schedule) (*Contracting for a Librarian of Record does not count at the school level.*)

- Yes
- No

6. What library certification did the credentialed staff hold?

- Credentialed teacher librarian
- Emergency-credentialed teacher librarian
- Credentialed teacher without a teacher librarian credential
- Other (please explain)

Please explain certificate held by the credentialed staff.

No response

7. Did you have at least one paid classified library staff working in the school library?

(Classified contract and classified salary schedule)

- Yes
- No

Some districts require their classified library staff to possess an A.A. degree in Library Support Staff Certification (LSSC). For further information, visit [LSSC home page](#).

8. What training did the classified library staff possess and/or receive? (Select all that apply.)

- None
- District-based training
- County Office of Education sponsored training (e.g., Instructional Media Resource Assistant [IMRA])
- Public library sponsored training
- Conferences (e.g., CSLA Annual Conference, regional workshops, CUE)
- Professional Growth Units (e.g., Infopeople courses)
- A.A. degree in Library Support Staff Certification (specify the program where the certificate was earned below)
- Other (specify below)

Specify where you earned your certificate:

No response

Specify other classified training:

No response

Please enter the total number of weekly hours typically worked for all paid staff assigned to this single school library. For example, if there were two school/teacher librarians and one worked 40 hours per week and the other worked 20 hours per week, enter 60 for the weekly hours. If there were no hours worked, then mark 0. The Full Time Equivalent (FTE) hours will be calculated for you. We understand that, in response to COVID-19 and remote learning, some districts assigned library staff to perform duties outside the library. At the end of the evaluation, you will have the opportunity to share what duties you performed in 2020–2021.

Profession	Weekly Hours	FTE
9. Credentialed staff	0.00	0.000

10. Classified staff	24.00	0.600
Totals:	24.00	0.600

11. At how many different school libraries did the certificated staff serve in 2020–2021? No response

12. At how many different school libraries did the classified staff serve in 2020–2021? 1

In the following section, some of the questions focus on Access as outlined in the [California Model School Library Standards](#) (CA MSL) – School Library Program Standard B (Access).

Library Access

Library Service Hours in a Typical Week

Report the typical weekly number of hours the school library was staffed and open for use. For the 2020-2021 year, consider these questions through the lens of remote learning, the number of hours you were available to work with teachers and students, and how the time was scheduled.

13. How many hours total was school library service available per week, typically (e.g., 32 hours)? 24

14. When was school library service typically available for student use? (Select all that apply.)

- Before classes started
- During class time
- During breaks (e.g., nutrition)
- During lunch
- After school
- Some evenings
- On weekends
- Summer school
- None of the above

15. Which of the following terms best describe the method used to schedule classes for school library services?

- Fixed/Block (classes scheduled at regularly specified times)
- Flexible (open schedule [i.e., scheduled visits at varying times according to need])
- Mixed (some classes block scheduled/flexibly scheduled)
- No class visits

16. Approximately how many school days per school year was the library in your building closed for use as a testing space or for other use not related specifically to the library program? We understand that, for most, this question is not applicable during Covid-19 and remote learning, so select 0.

- 0
- 1–5
- 6–10
- 11–20
- 20 or more

Library's Physical Space

When answering this section, consider the physical space even if students did not have access to the facility.

Description	Yes/No Answer
17. a) The library facility had enough space to accommodate one class for instruction.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
b) Plus additional individuals and small groups working independently.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
18. There was enough space to accommodate the library collection, furnishings, and equipment.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
19. The space was flexible, allowing for different configurations depending upon need.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
20. The library had a makerspace.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Library's Virtual Presence

Did the school library have:

Description	Answer
21. A library website with or without access to online library catalog	<input checked="" type="checkbox"/> With <input type="checkbox"/> Without <input type="checkbox"/> Not applicable (school library did not have website)
22. Collaboration software (e.g., SharePoint, Google Drive, Teams etc.)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
23. Was your library program promoted via social media?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Computers/Tablet Devices

CA MSLS recommend the following number of computers in the school library: minimum of one class set of networked computers composed of at least 10 at the elementary school, 15 at the middle school, and 25 at the high school.

24. How many computers were housed in and available in your school library for direct instruction and/or student use during library programs? 0

25. Did your school issue every student a laptop or tablet? (Select all that apply.)

- Laptop (including Chromebooks)
- Tablets (e.g., iPad, Playbook, Kindle, Galaxy Tab, etc.)
- Not applicable (we were not a 1:1 school)
- Other (please specify [e.g., 1:1 for third grade on up])

Please specify for other (e.g., 1:1 for third grade on up)

No response

26. Was library staff responsible for distribution, tracking, and management of student laptops and/or tablets?

- Yes, a large portion of staff time is spent managing devices.
- Yes, a moderate amount of time is spent managing devices.
- Yes, a limited amount of time is spent managing devices.
- No, library staff was not responsible for managing devices.
- No, we do not provide students laptops and/or tablets.

27. Considering the school district's filtering software, were students able to access and utilize web-based productivity/collaboration tools (e.g., wikis, blogs, Google Docs, or similar tools) via the school network?

- Yes, with unlimited access
- Yes, with limited access
- No access

28. When were students allowed to bring their own computers/devices to the library? (Select all that apply.)

- For individual use
- For class use
- For direct instruction
- Not allowed
- Not Applicable – remote learning

RESOURCES: School Library Collection

In the following section, some of the questions focus on Resources as outlined in the [California Model School Library Standards – School Library Program Standard D \(Resources\)](#). Resources include print and digital materials (e.g., subscription databases, audiobooks, e-books) that align with the curriculum and are accessible to students with various cognitive or language needs. Consider the collection and not access to the collection during remote learning.

Overall Collection

29. Enter the number of print books in the school library collection at the end of the 2020–2021 academic year. Include reference books in your count, and count each reference volume as one.

- 2,499 or less
- 2,500–4,999
- 5,000–7,499

- 7,500–9,999
- 10,000–12,499
- 12,500–14,999
- 15,000–17,499
- 17,500–19,999
- 20,000–22,499
- 22,500–24,999
- 25,000–27,499
- 27,500–29,999
- 30,000–34,999
- 35,000 or more

30. Were electronic book (e-Book) titles purchased for library use during the 2020–2021 academic year?

- Yes
- No
- Not Applicable

31. Enter the number of print subscriptions to magazines and newspapers during the 2020–2021 academic year (count subscriptions, not individual titles or issues).

- Zero
- 10 or fewer
- 11–20
- 21–30
- More than 30

Age of Collection

To determine the average copyright date of the books in a Dewey section, if your library management system will not automatically calculate the average, follow the steps below for a manual calculation:

- Count the number of books in all of the Dewey section being surveyed.
- Next, add the copyright dates of all the books in the Dewey section being surveyed.
- Divide the sum of the copyright dates by the total number of books in the Dewey section being surveyed.
- Enter whole numbers only. Do not use letters, words, or any form of punctuation.
- Example: Assuming you had only six books in the Dewey section being surveyed and their copyright dates were 1984, 1992, 2001, 2005, and two books from 2011, then: $1984 + 1992 + 2001 + 2005 + 2011 + 2011 = 12,004$. Then $12,004 \div 6 = 2001$ (rounded off to a whole number).
- Correct entry: 2001.

32. Enter the average copyright date of the books listed under the subject heading “Native Americans” (or the former heading “Indians of North America”) Include books in the circulating section, reference section, and digital titles owned by the library.

Average copyright date of “Native American” books. Round off to a four digit year. 2001

33. Enter the average copyright date of the books in your whole collection. Include books in the circulating section, reference section, and the digital titles owned by the library. Do NOT include online subscriptions to e-books (e.g., Overdrive, Turtle Books, SORA, etc.).

Average copyright date of books in your whole collection. Round off to a four digit year. 2001

34. What was the name of the most recent U.S. president who had a whole book on him IN THE LIBRARY COLLECTION?

Barack Obama

Licensed Databases

35. Did your library offer access to any online subscription information databases for students in the 2020–2021 academic year? This question does not apply to databases offered by the local public library, California’s K–12 Online Resources, or search engines. Examples of subscription information databases include: EBSCO *Ultra*, *Gale’s In Context*, *World Book Online*, etc.

- Yes
- No

36. Did your school provide access to California’s K–12 Online Resources - Encyclopaedia Britannica, Pro-Quest, and TeachingBooks?

- Yes
- No

2020–2021 Budget

We encourage you to work with your principal and/or office staff to answer questions related to how the school funds and supports the library program.

37. How much money was spent in the school library for the purchase of library books during the 2020–2021 academic year? Include both print titles and digital titles (eBooks that you own). Include processing costs if purchased with library books.

- No Budget
- Less than \$1,000
- Less than \$2,000
- Less than \$3,000
- Less than \$4,000
- Less than \$5,000
- \$5,000–\$9,999
- \$10,000–\$14,999
- \$15,000–\$19,999
- \$20,000–\$24,999
- \$25,000–\$29,999
- \$30,000–\$34,999
- \$35,000–\$39,999
- \$40,000–\$44,999
- \$45,000–\$49,999
- \$50,000 or more

a. Was the budget to purchase library books provided at the site level or the district level? District

38. If you spent more than \$50,000 on books enter the amount here.

PLEASE NOTE: Enter whole numbers only. Do not use letters, words, or any form of punctuation.

Correct entry: 150000.

Incorrect entries: "approx. 150,000," "one hundred fifty thousand," "150,000+."

No response

39. How much money was spent in the school library for the purchase of library materials other than books during the 2020–2021 academic year? Include periodicals (paper or electronic), technology and media resources, online subscriptions to resources, and related equipment. Do not include salaries, conference expenses, routine supplies, maintenance agreements, district purchases of shared electronic databases, etc.

- No Budget
- Less than \$1,000
- Less than \$2,000
- Less than \$3,000
- Less than \$4,000
- Less than \$5,000
- \$5,000–\$9,999
- \$10,000–\$14,999
- \$15,000–\$19,999
- \$20,000–\$24,999
- \$25,000 or more

a. Was the budget to purchase library materials other than books provided at the site level or the district level? District

40. If you spent more than \$25,000 on materials other than books, enter the amount here.

PLEASE NOTE: Enter whole numbers only. Do not use letters, words, or any form of punctuation.

Correct entry: 150000.

Incorrect entries: "approx. 150,000," "one hundred fifty thousand," "150,000+."

No response

41. Check one or more of the following funds used to purchase library materials during the 2020–2021 academic year.

- General/LCFF (district or site)
- State Lottery Funds
- Fundraising (parent groups, book fairs, etc.)
- Title I (federal)
- Local Bond Measure
- Start-up Funds (special reserve fund)
- CARES Act Funds

- Other (One-time discretionary grants to districts, etc.)
- None of the above

42. Was your library program written into your Local Control Accountability Plan (LCAP)?

- Yes
- No

Was the library funding tied to your LCAP?

- Yes
- No

Curriculum and Instruction

General Programming

This section is designed to gather a basic understanding of the type of library program offered to your school community. The questions move from broad general program questions to progressively more focused questions on instruction and teaching. The [California Model School Library Standards](#) provide the emphasis on instruction and teaching.

43. Did the library staff serve on the school site council?

- Yes
- No

Did library staff attend meetings of the school site council two or more times per academic year?

- Yes
- No

44. Did you have a library policy/procedure manual?

- Yes
- No

45. When was the last time library staff job descriptions were updated and approved?

2006

46. How often did the library staff meet at the district level for planning and professional development?

- Monthly (or more frequently)
- Quarterly
- Twice a year
- Once a year
- None

Who was responsible for organizing and leading these meetings (if there were no meetings, answer N/A)?

Assistant Superintendent

Basic Services

This section of questions asks about general services and basic instruction that might be performed by any and all library staff regardless of credential and/or title. We understand normal library services stopped or changed significantly during Covid 19, and remote learning. As you answer these questions, consider how you adapted services during remote learning.

Description	Answer
47. Informally instructed students in the use of resources (e.g., care and handling of books, library layout, parts of books, locating books, etc.)	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never

48. Provided reading, listening, and viewing guidance for students	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never
49. Communicated proactively with principal	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input checked="" type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input type="checkbox"/> Never
50. Managed a schoolwide reading program (e.g., AR, Read 180, Reading Counts)	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never

51. What types of activities occurred during a typical class session? (Select all that apply.)

- Returned, selected, and checked out new books
- Storytime/Book talks
- Provided training in basic library skills (e.g., care and handling of books, library layout, parts of books, locating books, etc.)
- Worked on research projects
- Not Applicable – no class sessions

52. What was the average number of classes that had a library session in a typical week? 0

53. A typical class session lasted:

- 20 minutes or less
- 30 minutes
- 45 minutes
- 60 minutes
- Varied depending on class and project needs
- Not applicable - no class sessions

54. What modalities did you use to provide library services and instruction: (Select all that apply.)

- Face to face
- Email
- Online synchronous
- Via library portal
- Online Asynchronous
- Social media
- Podcast
- Via school publications (e.g., school newsletter, flyer)
- Contactless book/material distribution (e.g., reserving books online, books left on a cart for pickup, drive by pick up)

Teaching Approaches

These next questions are intended to gain an accurate picture of what level of services were being provided in your school library program. While the questions' emphases are on a strong library program – the ideal: a team of a teacher librarian + library support staff – we expect to see a range of services provided that correspond to the staffing level and staff expertise.

Report how often you engaged in various teaching activities as defined in the [California Model School Library Standards](#) – School Library Program Standard C (teacher librarian responsibilities).

Like the previous section, we understand teaching approaches changed, and some of these questions may not be relevant to your situation. How often did you engage in the following activities?

Question	Answer
55. Planned instructional unit with teachers	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
56. Taught students how to use digital resources	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input checked="" type="checkbox"/> Less than once per month <input type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
57. a) Managed the library, including collection development and supervision of ordering	<input type="checkbox"/> Select One... <input checked="" type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
b) Our collection development included weeding, de-selection, and withdrawals	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input checked="" type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
58. Responsible for cataloging	<input type="checkbox"/> Select One... <input checked="" type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
59. Supervised the work of paraprofessionals, student aides, and volunteers	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
60. Went into classrooms to provide instruction	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian

61. Library classes were taught while classroom teachers had planning time.

- Yes
 No

Please explain what types of activities or instruction occurred in the library during teaching planning time:

No response

62. How did you implement the *CA MSLS*?

- Aligned the standards to our library instruction.
 Embedded the standards into the curriculum.
 While we were familiar with the standards, we did not use them to guide instruction.
 We were not familiar with these standards.

63. I was called upon to lead and/or provide professional development.

- Yes
 No

I led and provided professional development in the following manner (select all that apply):

- 1:1
 Small groups of teachers
 Grade-level meetings
 Staff meetings
 District-level trainings
 Other (please specify)

Describe the manner in which you led and provided professional development (other):

No response

64. What information would you like to share that was not asked in this library program evaluation tool? (e.g., describe how the library program ran when schools went virtual due to COVID-19; describe duties you were assigned)

No response

Contact Information

Respondent Information

Name: April Meehan
Title: Media Specialist
Email: ameehan@orcutt-schools.net
Phone: 805-938-8800

Library website URL: No response
(If your library has a website.)

In case we need to clarify any of your answers, please provide the appropriate contact information for the individual responsible for library services in your district. (In some cases this may be the same individual as above.)

Name: April Meehan
Email: ameehan@orcutt-schools.net
Phone: 805-938-8800

Thank you for your time and effort to complete this evaluation tool. Your answers are invaluable.

Questions: Renée Ousley-Swank, Education Consultant | ROusleySwank@cde.ca.gov | 916-319-0449



School Library Survey Collecting Information from the 2020-2021 Academic Year

Submission Record

Submission ID: 16516

Submission Date: 2/23/2022 2:34:13 PM PT

School: Patterson Road Elementary (CDS Code: 42692606045793)

1. Did you have a dedicated common area in your school designated as the library in the 2020–2021 academic year?

- Yes, our school had a library located on campus. (Even though the physical space may not have been utilized, or had limited use due to COVID-19, we did provide some library services.)
- Yes, our school had a joint-use school library.
- No, while our school had a library located on campus, it was shuttered and no library work or services were provided due to COVID-19.
- No, we did not have a designated library facility.
- No, we used a library on an adjacent school campus (provide the name of adjacent library used).

Name of the adjacent school library:

No response

If your school building did NOT have a designated library facility, was it because:

- This is a new facility and wasn't open in 2020–2021.
- It never had a library facility.
- This is a virtual academy (At the end of the evaluation, there is space to specify how students access the library program).
- The library facility closed during the past three years.
- The library facility closed more than three years ago.

If your school had a library facility in the past but no longer does, what were the reasons for the closure of the school library? Please check all that apply:

- Budget cuts
- Administrative decision
- Staffing cuts
- Collection was too old to be useful and the cost to update too prohibitive
- Space needed for other purposes
- Lack of use
- Damaged or destroyed by natural disaster
- Other
- I'm not sure

2. Our school had a joint-use library with a:

- Public Library
- College
- Another K–12 school – Within district or outside of district?

Specify name of the joint-use partner:

No response

3. If possible, briefly explain how the joint-use school library was funded and managed (e.g., each site had its own budget for collection development, and we shared staff; I'm not sure).

No response

These questions (unless noted) focus on the library program at the site level. If you worked at multiple sites, answer the questions as the program ran for the present school you are completing the survey for, and complete a separate survey for each site at which you worked.

4. We had a partnership with our local public library.

- Yes
- No

Please provide a brief description of the partnership (e.g., after school programs, accessing public library databases – online eCard, One Card program – student ID is full public library access card).

No response

Library Staffing

For purposes of answering questions referring to staff working in the library, stop and think about how the library staff was paid. If staff was paid a teacher salary, select credentialed, but if staff was paid a classified salary, select classified.

Credentialed Teacher Librarian – Individual holds a California teaching credential and a California Teacher Librarian Services Credential or an Emergency Teacher Librarian Services Credential and is **paid as a teacher**.

Credentialed Teacher, Not Librarian – Individual holds a California teaching credential with no library endorsement and is **paid as a teacher**.

Classified Library Staff – May be called librarian, aide, clerk, technician, assistant, etc., but is **NOT paid as a teacher**.

5. Did you have at least one paid credentialed staff working in the school library?

(Teacher contract and certificated salary schedule) (*Contracting for a Librarian of Record does not count at the school level.*)

- Yes
- No

6. What library certification did the credentialed staff hold?

- Credentialed teacher librarian
- Emergency-credentialed teacher librarian
- Credentialed teacher without a teacher librarian credential
- Other (please explain)

Please explain certificate held by the credentialed staff.

No response

7. Did you have at least one paid classified library staff working in the school library?

(Classified contract and classified salary schedule)

- Yes
- No

Some districts require their classified library staff to possess an A.A. degree in Library Support Staff Certification (LSSC). For further information, visit [LSSC home page](#).

8. What training did the classified library staff possess and/or receive? (Select all that apply.)

- None
- District-based training
- County Office of Education sponsored training (e.g., Instructional Media Resource Assistant [IMRA])
- Public library sponsored training
- Conferences (e.g., CSLA Annual Conference, regional workshops, CUE)
- Professional Growth Units (e.g., Infopeople courses)
- A.A. degree in Library Support Staff Certification (specify the program where the certificate was earned below)
- Other (specify below)

Specify where you earned your certificate:

No response

Specify other classified training:

No response

Please enter the total number of weekly hours typically worked for all paid staff assigned to this single school library. For example, if there were two school/teacher librarians and one worked 40 hours per week and the other worked 20 hours per week, enter 60 for the weekly hours. If there were no hours worked, then mark 0. The Full Time Equivalent (FTE) hours will be calculated for you. We understand that, in response to COVID-19 and remote learning, some districts assigned library staff to perform duties outside the library. At the end of the evaluation, you will have the opportunity to share what duties you performed in 2020–2021.

Profession	Weekly Hours	FTE
9. Credentialed staff	0.00	0.000

10. Classified staff	24.00	0.600
Totals:	24.00	0.600

11. At how many different school libraries did the certificated staff serve in 2020–2021? No response

12. At how many different school libraries did the classified staff serve in 2020–2021? 1

In the following section, some of the questions focus on Access as outlined in the [California Model School Library Standards](#) (CA MSLs) – School Library Program Standard B (Access).

Library Access

Library Service Hours in a Typical Week

Report the typical weekly number of hours the school library was staffed and open for use. For the 2020-2021 year, consider these questions through the lens of remote learning, the number of hours you were available to work with teachers and students, and how the time was scheduled.

13. How many hours total was school library service available per week, typically (e.g., 32 hours)? 24

14. When was school library service typically available for student use? (Select all that apply.)

- Before classes started
- During class time
- During breaks (e.g., nutrition)
- During lunch
- After school
- Some evenings
- On weekends
- Summer school
- None of the above

15. Which of the following terms best describe the method used to schedule classes for school library services?

- Fixed/Block (classes scheduled at regularly specified times)
- Flexible (open schedule [i.e., scheduled visits at varying times according to need])
- Mixed (some classes block scheduled/flexibly scheduled)
- No class visits

16. Approximately how many school days per school year was the library in your building closed for use as a testing space or for other use not related specifically to the library program? We understand that, for most, this question is not applicable during Covid-19 and remote learning, so select 0.

- 0
- 1–5
- 6–10
- 11–20
- 20 or more

Library's Physical Space

When answering this section, consider the physical space even if students did not have access to the facility.

Description	Yes/No Answer
17. a) The library facility had enough space to accommodate one class for instruction.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
b) Plus additional individuals and small groups working independently.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
18. There was enough space to accommodate the library collection, furnishings, and equipment.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
19. The space was flexible, allowing for different configurations depending upon need.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
20. The library had a makerspace.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Library's Virtual Presence

Did the school library have:

Description	Answer
21. A library website with or without access to online library catalog	<input checked="" type="checkbox"/> With <input type="checkbox"/> Without <input type="checkbox"/> Not applicable (school library did not have website)
22. Collaboration software (e.g., SharePoint, Google Drive, Teams etc.)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
23. Was your library program promoted via social media?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Computers/Tablet Devices

CA MSLS recommend the following number of computers in the school library: minimum of one class set of networked computers composed of at least 10 at the elementary school, 15 at the middle school, and 25 at the high school.

24. How many computers were housed in and available in your school library for direct instruction and/or student use during library programs? 0

25. Did your school issue every student a laptop or tablet? (Select all that apply.)

- Laptop (including Chromebooks)
- Tablets (e.g., iPad, Playbook, Kindle, Galaxy Tab, etc.)
- Not applicable (we were not a 1:1 school)
- Other (please specify [e.g., 1:1 for third grade on up])

Please specify for other (e.g., 1:1 for third grade on up)

No response

26. Was library staff responsible for distribution, tracking, and management of student laptops and/or tablets?

- Yes, a large portion of staff time is spent managing devices.
- Yes, a moderate amount of time is spent managing devices.
- Yes, a limited amount of time is spent managing devices.
- No, library staff was not responsible for managing devices.
- No, we do not provide students laptops and/or tablets.

27. Considering the school district's filtering software, were students able to access and utilize web-based productivity/collaboration tools (e.g., wikis, blogs, Google Docs, or similar tools) via the school network?

- Yes, with unlimited access
- Yes, with limited access
- No access

28. When were students allowed to bring their own computers/devices to the library? (Select all that apply.)

- For individual use
- For class use
- For direct instruction
- Not allowed
- Not Applicable – remote learning

RESOURCES: School Library Collection

In the following section, some of the questions focus on Resources as outlined in the [California Model School Library Standards – School Library Program Standard D \(Resources\)](#). Resources include print and digital materials (e.g., subscription databases, audiobooks, e-books) that align with the curriculum and are accessible to students with various cognitive or language needs. Consider the collection and not access to the collection during remote learning.

Overall Collection

29. Enter the number of print books in the school library collection at the end of the 2020–2021 academic year. Include reference books in your count, and count each reference volume as one.

- 2,499 or less
- 2,500–4,999
- 5,000–7,499

- 7,500–9,999
- 10,000–12,499
- 12,500–14,999
- 15,000–17,499
- 17,500–19,999
- 20,000–22,499
- 22,500–24,999
- 25,000–27,499
- 27,500–29,999
- 30,000–34,999
- 35,000 or more

30. Were electronic book (e-Book) titles purchased for library use during the 2020–2021 academic year?

- Yes
- No
- Not Applicable

31. Enter the number of print subscriptions to magazines and newspapers during the 2020–2021 academic year (count subscriptions, not individual titles or issues).

- Zero
- 10 or fewer
- 11–20
- 21–30
- More than 30

Age of Collection

To determine the average copyright date of the books in a Dewey section, if your library management system will not automatically calculate the average, follow the steps below for a manual calculation:

- Count the number of books in all of the Dewey section being surveyed.
- Next, add the copyright dates of all the books in the Dewey section being surveyed.
- Divide the sum of the copyright dates by the total number of books in the Dewey section being surveyed.
- Enter whole numbers only. Do not use letters, words, or any form of punctuation.
- Example: Assuming you had only six books in the Dewey section being surveyed and their copyright dates were 1984, 1992, 2001, 2005, and two books from 2011, then: $1984 + 1992 + 2001 + 2005 + 2011 + 2011 = 12,004$. Then $12,004 \div 6 = 2001$ (rounded off to a whole number).
- Correct entry: 2001.

32. Enter the average copyright date of the books listed under the subject heading “Native Americans” (or the former heading “Indians of North America”) Include books in the circulating section, reference section, and digital titles owned by the library.

Average copyright date of “Native American” books. Round off to a four digit year. 1992

33. Enter the average copyright date of the books in your whole collection. Include books in the circulating section, reference section, and the digital titles owned by the library. Do NOT include online subscriptions to e-books (e.g., Overdrive, Turtle Books, SORA, etc.).

Average copyright date of books in your whole collection. Round off to a four digit year. 2000

34. What was the name of the most recent U.S. president who had a whole book on him IN THE LIBRARY COLLECTION?

Trump

Licensed Databases

35. Did your library offer access to any online subscription information databases for students in the 2020–2021 academic year? This question does not apply to databases offered by the local public library, California’s K–12 Online Resources, or search engines. Examples of subscription information databases include: EBSCO *Ultra*, *Gale’s In Context*, *World Book Online*, etc.

- Yes
- No

36. Did your school provide access to California’s K–12 Online Resources - Encyclopaedia Britannica, Pro-Quest, and TeachingBooks?

- Yes
- No

2020–2021 Budget

We encourage you to work with your principal and/or office staff to answer questions related to how the school funds and supports the library program.

37. How much money was spent in the school library for the purchase of library books during the 2020–2021 academic year? Include both print titles and digital titles (eBooks that you own). Include processing costs if purchased with library books.

- No Budget
- Less than \$1,000
- Less than \$2,000
- Less than \$3,000
- Less than \$4,000
- Less than \$5,000
- \$5,000–\$9,999
- \$10,000–\$14,999
- \$15,000–\$19,999
- \$20,000–\$24,999
- \$25,000–\$29,999
- \$30,000–\$34,999
- \$35,000–\$39,999
- \$40,000–\$44,999
- \$45,000–\$49,999
- \$50,000 or more

a. Was the budget to purchase library books provided at the site level or the district level? District level

38. If you spent more than \$50,000 on books enter the amount here.

PLEASE NOTE: Enter whole numbers only. Do not use letters, words, or any form of punctuation.

Correct entry: 150000.

Incorrect entries: "approx. 150,000," "one hundred fifty thousand," "150,000+."

No response

39. How much money was spent in the school library for the purchase of library materials other than books during the 2020–2021 academic year? Include periodicals (paper or electronic), technology and media resources, online subscriptions to resources, and related equipment. Do not include salaries, conference expenses, routine supplies, maintenance agreements, district purchases of shared electronic databases, etc.

- No Budget
- Less than \$1,000
- Less than \$2,000
- Less than \$3,000
- Less than \$4,000
- Less than \$5,000
- \$5,000–\$9,999
- \$10,000–\$14,999
- \$15,000–\$19,999
- \$20,000–\$24,999
- \$25,000 or more

a. Was the budget to purchase library materials other than books provided at the site level or the district level? District level

40. If you spent more than \$25,000 on materials other than books, enter the amount here.

PLEASE NOTE: Enter whole numbers only. Do not use letters, words, or any form of punctuation.

Correct entry: 150000.

Incorrect entries: "approx. 150,000," "one hundred fifty thousand," "150,000+."

No response

41. Check one or more of the following funds used to purchase library materials during the 2020–2021 academic year.

- General/LCFF (district or site)
- State Lottery Funds
- Fundraising (parent groups, book fairs, etc.)
- Title I (federal)
- Local Bond Measure
- Start-up Funds (special reserve fund)
- CARES Act Funds

- Other (One-time discretionary grants to districts, etc.)
- None of the above

42. Was your library program written into your Local Control Accountability Plan (LCAP)?

- Yes
- No

Was the library funding tied to your LCAP?

- Yes
- No

Curriculum and Instruction

General Programming

This section is designed to gather a basic understanding of the type of library program offered to your school community. The questions move from broad general program questions to progressively more focused questions on instruction and teaching. The [California Model School Library Standards](#) provide the emphasis on instruction and teaching.

43. Did the library staff serve on the school site council?

- Yes
- No

Did library staff attend meetings of the school site council two or more times per academic year?

- Yes
- No

44. Did you have a library policy/procedure manual?

- Yes
- No

45. When was the last time library staff job descriptions were updated and approved?

2006

46. How often did the library staff meet at the district level for planning and professional development?

- Monthly (or more frequently)
- Quarterly
- Twice a year
- Once a year
- None

Who was responsible for organizing and leading these meetings (if there were no meetings, answer N/A)?

Asst. Superintendent

Basic Services

This section of questions asks about general services and basic instruction that might be performed by any and all library staff regardless of credential and/or title. We understand normal library services stopped or changed significantly during Covid 19, and remote learning. As you answer these questions, consider how you adapted services during remote learning.

Description	Answer
47. Informally instructed students in the use of resources (e.g., care and handling of books, library layout, parts of books, locating books, etc.)	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2-3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never

48. Provided reading, listening, and viewing guidance for students	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never
49. Communicated proactively with principal	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input checked="" type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input type="checkbox"/> Never
50. Managed a schoolwide reading program (e.g., AR, Read 180, Reading Counts)	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never

51. What types of activities occurred during a typical class session? (Select all that apply.)

- Returned, selected, and checked out new books
- Storytime/Book talks
- Provided training in basic library skills (e.g., care and handling of books, library layout, parts of books, locating books, etc.)
- Worked on research projects
- Not Applicable – no class sessions

52. What was the average number of classes that had a library session in a typical week? 0

53. A typical class session lasted:

- 20 minutes or less
- 30 minutes
- 45 minutes
- 60 minutes
- Varied depending on class and project needs
- Not applicable - no class sessions

54. What modalities did you use to provide library services and instruction: (Select all that apply.)

- Face to face
- Email
- Online synchronous
- Via library portal
- Online Asynchronous
- Social media
- Podcast
- Via school publications (e.g., school newsletter, flyer)
- Contactless book/material distribution (e.g., reserving books online, books left on a cart for pickup, drive by pick up)

Teaching Approaches

These next questions are intended to gain an accurate picture of what level of services were being provided in your school library program. While the questions' emphases are on a strong library program – the ideal: a team of a teacher librarian + library support staff – we expect to see a range of services provided that correspond to the staffing level and staff expertise.

Report how often you engaged in various teaching activities as defined in the [California Model School Library Standards](#) – School Library Program Standard C (teacher librarian responsibilities).

Like the previous section, we understand teaching approaches changed, and some of these questions may not be relevant to your situation. How often did you engage in the following activities?

Question	Answer
55. Planned instructional unit with teachers	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
56. Taught students how to use digital resources	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
57. a) Managed the library, including collection development and supervision of ordering	<input type="checkbox"/> Select One... <input checked="" type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
b) Our collection development included weeding, de-selection, and withdrawals	<input type="checkbox"/> Select One... <input checked="" type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
58. Responsible for cataloging	<input type="checkbox"/> Select One... <input checked="" type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
59. Supervised the work of paraprofessionals, student aides, and volunteers	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
60. Went into classrooms to provide instruction	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian

61. Library classes were taught while classroom teachers had planning time.

- Yes
- No

Please explain what types of activities or instruction occurred in the library during teaching planning time:

No response

62. How did you implement the *CA MSLS*?

- Aligned the standards to our library instruction.
- Embedded the standards into the curriculum.
- While we were familiar with the standards, we did not use them to guide instruction.
- We were not familiar with these standards.

63. I was called upon to lead and/or provide professional development.

- Yes
- No

I led and provided professional development in the following manner (select all that apply):

- 1:1
- Small groups of teachers
- Grade-level meetings
- Staff meetings
- District-level trainings
- Other (please specify)

Describe the manner in which you led and provided professional development (other):

No response

64. What information would you like to share that was not asked in this library program evaluation tool? (e.g., describe how the library program ran when schools went virtual due to COVID-19; describe duties you were assigned)

I was not the librarian until midOctober of this year so the answers have been generated by others that know what happened at that time.

Contact Information

Respondent Information

Name: Virginia Flegel
Title: Librarian
Email: vflegel@orcutt-schools.net
Phone: 805-938-8778
Library website URL: Orcutt.follettdestiny.com
(If your library has a website.)

In case we need to clarify any of your answers, please provide the appropriate contact information for the individual responsible for library services in your district. (In some cases this may be the same individual as above.)

Name: Virginia Flegel
Email: vflegel@orcutt-schools.net
Phone: 805-938-8778

Thank you for your time and effort to complete this evaluation tool. Your answers are invaluable.

Questions: [Renée Ousley-Swank, Education Consultant](#) | ROusleySwank@cde.ca.gov | 916-319-0449



School Library Survey Collecting Information from the 2020-2021 Academic Year

Submission Record

Submission ID: 16531

Submission Date: 2/24/2022 11:23:43 AM PT

School: Ralph Dunlap Elementary (CDS Code: 42692606045744)

1. Did you have a dedicated common area in your school designated as the library in the 2020–2021 academic year?

- Yes, our school had a library located on campus. (Even though the physical space may not have been utilized, or had limited use due to COVID-19, we did provide some library services.)
- Yes, our school had a joint-use school library.
- No, while our school had a library located on campus, it was shuttered and no library work or services were provided due to COVID-19.
- No, we did not have a designated library facility.
- No, we used a library on an adjacent school campus (provide the name of adjacent library used).

Name of the adjacent school library:

No response

If your school building did NOT have a designated library facility, was it because:

- This is a new facility and wasn't open in 2020–2021.
- It never had a library facility.
- This is a virtual academy (At the end of the evaluation, there is space to specify how students access the library program).
- The library facility closed during the past three years.
- The library facility closed more than three years ago.

If your school had a library facility in the past but no longer does, what were the reasons for the closure of the school library? Please check all that apply:

- Budget cuts
- Administrative decision
- Staffing cuts
- Collection was too old to be useful and the cost to update too prohibitive
- Space needed for other purposes
- Lack of use
- Damaged or destroyed by natural disaster
- Other
- I'm not sure

2. Our school had a joint-use library with a:

- Public Library
- College
- Another K–12 school – Within district or outside of district?

Specify name of the joint-use partner:

No response

3. If possible, briefly explain how the joint-use school library was funded and managed (e.g., each site had its own budget for collection development, and we shared staff; I'm not sure).

No response

These questions (unless noted) focus on the library program at the site level. If you worked at multiple sites, answer the questions as the program ran for the present school you are completing the survey for, and complete a separate survey for each site at which you worked.

4. We had a partnership with our local public library.

- Yes
- No

Please provide a brief description of the partnership (e.g., after school programs, accessing public library databases – online eCard, One Card program – student ID is full public library access card).

No response

Library Staffing

For purposes of answering questions referring to staff working in the library, stop and think about how the library staff was paid. If staff was paid a teacher salary, select credentialed, but if staff was paid a classified salary, select classified.

Credentialed Teacher Librarian – Individual holds a California teaching credential and a California Teacher Librarian Services Credential or an Emergency Teacher Librarian Services Credential and is **paid as a teacher**.

Credentialed Teacher, Not Librarian – Individual holds a California teaching credential with no library endorsement and is **paid as a teacher**.

Classified Library Staff – May be called librarian, aide, clerk, technician, assistant, etc., but is **NOT paid as a teacher**.

5. Did you have at least one paid credentialed staff working in the school library?

(Teacher contract and certificated salary schedule) (*Contracting for a Librarian of Record does not count at the school level.*)

- Yes
- No

6. What library certification did the credentialed staff hold?

- Credentialed teacher librarian
- Emergency-credentialed teacher librarian
- Credentialed teacher without a teacher librarian credential
- Other (please explain)

Please explain certificate held by the credentialed staff.

No response

7. Did you have at least one paid classified library staff working in the school library?

(Classified contract and classified salary schedule)

- Yes
- No

Some districts require their classified library staff to possess an A.A. degree in Library Support Staff Certification (LSSC). For further information, visit [LSSC home page](#).

8. What training did the classified library staff possess and/or receive? (Select all that apply.)

- None
- District-based training
- County Office of Education sponsored training (e.g., Instructional Media Resource Assistant [IMRA])
- Public library sponsored training
- Conferences (e.g., CSLA Annual Conference, regional workshops, CUE)
- Professional Growth Units (e.g., Infopeople courses)
- A.A. degree in Library Support Staff Certification (specify the program where the certificate was earned below)
- Other (specify below)

Specify where you earned your certificate:

No response

Specify other classified training:

No response

Please enter the total number of weekly hours typically worked for all paid staff assigned to this single school library. For example, if there were two school/teacher librarians and one worked 40 hours per week and the other worked 20 hours per week, enter 60 for the weekly hours. If there were no hours worked, then mark 0. The Full Time Equivalent (FTE) hours will be calculated for you. We understand that, in response to COVID-19 and remote learning, some districts assigned library staff to perform duties outside the library. At the end of the evaluation, you will have the opportunity to share what duties you performed in 2020–2021.

Profession	Weekly Hours	FTE
9. Credentialed staff	0.00	0.000

10. Classified staff	24.00	0.600
Totals:	24.00	0.600

11. At how many different school libraries did the certificated staff serve in 2020–2021? No response

12. At how many different school libraries did the classified staff serve in 2020–2021? 1

In the following section, some of the questions focus on Access as outlined in the [California Model School Library Standards](#) (CA MSL) – School Library Program Standard B (Access).

Library Access

Library Service Hours in a Typical Week

Report the typical weekly number of hours the school library was staffed and open for use. For the 2020-2021 year, consider these questions through the lens of remote learning, the number of hours you were available to work with teachers and students, and how the time was scheduled.

13. How many hours total was school library service available per week, typically (e.g., 32 hours)? 24

14. When was school library service typically available for student use? (Select all that apply.)

- Before classes started
- During class time
- During breaks (e.g., nutrition)
- During lunch
- After school
- Some evenings
- On weekends
- Summer school
- None of the above

15. Which of the following terms best describe the method used to schedule classes for school library services?

- Fixed/Block (classes scheduled at regularly specified times)
- Flexible (open schedule [i.e., scheduled visits at varying times according to need])
- Mixed (some classes block scheduled/flexibly scheduled)
- No class visits

16. Approximately how many school days per school year was the library in your building closed for use as a testing space or for other use not related specifically to the library program? We understand that, for most, this question is not applicable during Covid-19 and remote learning, so select 0.

- 0
- 1–5
- 6–10
- 11–20
- 20 or more

Library's Physical Space

When answering this section, consider the physical space even if students did not have access to the facility.

Description	Yes/No Answer
17. a) The library facility had enough space to accommodate one class for instruction.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
b) Plus additional individuals and small groups working independently.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
18. There was enough space to accommodate the library collection, furnishings, and equipment.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
19. The space was flexible, allowing for different configurations depending upon need.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
20. The library had a makerspace.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Library's Virtual Presence

Did the school library have:

Description	Answer
21. A library website with or without access to online library catalog	<input checked="" type="checkbox"/> With <input type="checkbox"/> Without <input type="checkbox"/> Not applicable (school library did not have website)
22. Collaboration software (e.g., SharePoint, Google Drive, Teams etc.)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
23. Was your library program promoted via social media?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Computers/Tablet Devices

CA MSLS recommend the following number of computers in the school library: minimum of one class set of networked computers composed of at least 10 at the elementary school, 15 at the middle school, and 25 at the high school.

24. How many computers were housed in and available in your school library for direct instruction and/or student use during library programs? 0

25. Did your school issue every student a laptop or tablet? (Select all that apply.)

- Laptop (including Chromebooks)
- Tablets (e.g., iPad, Playbook, Kindle, Galaxy Tab, etc.)
- Not applicable (we were not a 1:1 school)
- Other (please specify [e.g., 1:1 for third grade on up])

Please specify for other (e.g., 1:1 for third grade on up)

No response

26. Was library staff responsible for distribution, tracking, and management of student laptops and/or tablets?

- Yes, a large portion of staff time is spent managing devices.
- Yes, a moderate amount of time is spent managing devices.
- Yes, a limited amount of time is spent managing devices.
- No, library staff was not responsible for managing devices.
- No, we do not provide students laptops and/or tablets.

27. Considering the school district's filtering software, were students able to access and utilize web-based productivity/collaboration tools (e.g., wikis, blogs, Google Docs, or similar tools) via the school network?

- Yes, with unlimited access
- Yes, with limited access
- No access

28. When were students allowed to bring their own computers/devices to the library? (Select all that apply.)

- For individual use
- For class use
- For direct instruction
- Not allowed
- Not Applicable – remote learning

RESOURCES: School Library Collection

In the following section, some of the questions focus on Resources as outlined in the [California Model School Library Standards – School Library Program Standard D \(Resources\)](#). Resources include print and digital materials (e.g., subscription databases, audiobooks, e-books) that align with the curriculum and are accessible to students with various cognitive or language needs. Consider the collection and not access to the collection during remote learning.

Overall Collection

29. Enter the number of print books in the school library collection at the end of the 2020–2021 academic year. Include reference books in your count, and count each reference volume as one.

- 2,499 or less
- 2,500–4,999
- 5,000–7,499

- 7,500–9,999
- 10,000–12,499
- 12,500–14,999
- 15,000–17,499
- 17,500–19,999
- 20,000–22,499
- 22,500–24,999
- 25,000–27,499
- 27,500–29,999
- 30,000–34,999
- 35,000 or more

30. Were electronic book (e-Book) titles purchased for library use during the 2020–2021 academic year?

- Yes
- No
- Not Applicable

31. Enter the number of print subscriptions to magazines and newspapers during the 2020–2021 academic year (count subscriptions, not individual titles or issues).

- Zero
- 10 or fewer
- 11–20
- 21–30
- More than 30

Age of Collection

To determine the average copyright date of the books in a Dewey section, if your library management system will not automatically calculate the average, follow the steps below for a manual calculation:

- Count the number of books in all of the Dewey section being surveyed.
- Next, add the copyright dates of all the books in the Dewey section being surveyed.
- Divide the sum of the copyright dates by the total number of books in the Dewey section being surveyed.
- Enter whole numbers only. Do not use letters, words, or any form of punctuation.
- Example: Assuming you had only six books in the Dewey section being surveyed and their copyright dates were 1984, 1992, 2001, 2005, and two books from 2011, then: $1984 + 1992 + 2001 + 2005 + 2011 + 2011 = 12,004$. Then $12,004 \div 6 = 2001$ (rounded off to a whole number).
- Correct entry: 2001.

32. Enter the average copyright date of the books listed under the subject heading “Native Americans” (or the former heading “Indians of North America”) Include books in the circulating section, reference section, and digital titles owned by the library.

Average copyright date of “Native American” books. Round off to a four digit year. 1997

33. Enter the average copyright date of the books in your whole collection. Include books in the circulating section, reference section, and the digital titles owned by the library. Do NOT include online subscriptions to e-books (e.g., Overdrive, Turtle Books, SORA, etc.).

Average copyright date of books in your whole collection. Round off to a four digit year. 2001

34. What was the name of the most recent U.S. president who had a whole book on him IN THE LIBRARY COLLECTION?

Obama

Licensed Databases

35. Did your library offer access to any online subscription information databases for students in the 2020–2021 academic year? This question does not apply to databases offered by the local public library, California’s K–12 Online Resources, or search engines. Examples of subscription information databases include: EBSCO *Ultra*, *Gale’s In Context*, *World Book Online*, etc.

- Yes
- No

36. Did your school provide access to California’s K–12 Online Resources - Encyclopaedia Britannica, Pro-Quest, and TeachingBooks?

- Yes
- No

2020–2021 Budget

We encourage you to work with your principal and/or office staff to answer questions related to how the school funds and supports the library program.

37. How much money was spent in the school library for the purchase of library books during the 2020–2021 academic year? Include both print titles and digital titles (eBooks that you own). Include processing costs if purchased with library books.

- No Budget
- Less than \$1,000
- Less than \$2,000
- Less than \$3,000
- Less than \$4,000
- Less than \$5,000
- \$5,000–\$9,999
- \$10,000–\$14,999
- \$15,000–\$19,999
- \$20,000–\$24,999
- \$25,000–\$29,999
- \$30,000–\$34,999
- \$35,000–\$39,999
- \$40,000–\$44,999
- \$45,000–\$49,999
- \$50,000 or more

a. Was the budget to purchase library books provided at the site level or the district level? district

38. If you spent more than \$50,000 on books enter the amount here.

PLEASE NOTE: Enter whole numbers only. Do not use letters, words, or any form of punctuation.

Correct entry: 150000.

Incorrect entries: "approx. 150,000," "one hundred fifty thousand," "150,000+."

No response

39. How much money was spent in the school library for the purchase of library materials other than books during the 2020–2021 academic year? Include periodicals (paper or electronic), technology and media resources, online subscriptions to resources, and related equipment. Do not include salaries, conference expenses, routine supplies, maintenance agreements, district purchases of shared electronic databases, etc.

- No Budget
- Less than \$1,000
- Less than \$2,000
- Less than \$3,000
- Less than \$4,000
- Less than \$5,000
- \$5,000–\$9,999
- \$10,000–\$14,999
- \$15,000–\$19,999
- \$20,000–\$24,999
- \$25,000 or more

a. Was the budget to purchase library materials other than books provided at the site level or the district level? No response

40. If you spent more than \$25,000 on materials other than books, enter the amount here.

PLEASE NOTE: Enter whole numbers only. Do not use letters, words, or any form of punctuation.

Correct entry: 150000.

Incorrect entries: "approx. 150,000," "one hundred fifty thousand," "150,000+."

No response

41. Check one or more of the following funds used to purchase library materials during the 2020–2021 academic year.

- General/LCFF (district or site)
- State Lottery Funds
- Fundraising (parent groups, book fairs, etc.)
- Title I (federal)
- Local Bond Measure
- Start-up Funds (special reserve fund)
- CARES Act Funds

- Other (One-time discretionary grants to districts, etc.)
- None of the above

42. Was your library program written into your Local Control Accountability Plan (LCAP)?

- Yes
- No

Was the library funding tied to your LCAP?

- Yes
- No

Curriculum and Instruction

General Programming

This section is designed to gather a basic understanding of the type of library program offered to your school community. The questions move from broad general program questions to progressively more focused questions on instruction and teaching. The [California Model School Library Standards](#) provide the emphasis on instruction and teaching.

43. Did the library staff serve on the school site council?

- Yes
- No

Did library staff attend meetings of the school site council two or more times per academic year?

- Yes
- No

44. Did you have a library policy/procedure manual?

- Yes
- No

45. When was the last time library staff job descriptions were updated and approved?

2006

46. How often did the library staff meet at the district level for planning and professional development?

- Monthly (or more frequently)
- Quarterly
- Twice a year
- Once a year
- None

Who was responsible for organizing and leading these meetings (if there were no meetings, answer N/A)?

Assistant super intendant

Basic Services

This section of questions asks about general services and basic instruction that might be performed by any and all library staff regardless of credential and/or title. We understand normal library services stopped or changed significantly during Covid 19, and remote learning. As you answer these questions, consider how you adapted services during remote learning.

Description	Answer
47. Informally instructed students in the use of resources (e.g., care and handling of books, library layout, parts of books, locating books, etc.)	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never

48. Provided reading, listening, and viewing guidance for students	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never
49. Communicated proactively with principal	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input checked="" type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input type="checkbox"/> Never
50. Managed a schoolwide reading program (e.g., AR, Read 180, Reading Counts)	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never

51. What types of activities occurred during a typical class session? (Select all that apply.)

- Returned, selected, and checked out new books
- Storytime/Book talks
- Provided training in basic library skills (e.g., care and handling of books, library layout, parts of books, locating books, etc.)
- Worked on research projects
- Not Applicable – no class sessions

52. What was the average number of classes that had a library session in a typical week? 0

53. A typical class session lasted:

- 20 minutes or less
- 30 minutes
- 45 minutes
- 60 minutes
- Varied depending on class and project needs
- Not applicable - no class sessions

54. What modalities did you use to provide library services and instruction: (Select all that apply.)

- Face to face
- Email
- Online synchronous
- Via library portal
- Online Asynchronous
- Social media
- Podcast
- Via school publications (e.g., school newsletter, flyer)
- Contactless book/material distribution (e.g., reserving books online, books left on a cart for pickup, drive by pick up)

Teaching Approaches

These next questions are intended to gain an accurate picture of what level of services were being provided in your school library program. While the questions' emphases are on a strong library program – the ideal: a team of a teacher librarian + library support staff – we expect to see a range of services provided that correspond to the staffing level and staff expertise.

Report how often you engaged in various teaching activities as defined in the [California Model School Library Standards](#) – School Library Program Standard C (teacher librarian responsibilities).

Like the previous section, we understand teaching approaches changed, and some of these questions may not be relevant to your situation. How often did you engage in the following activities?

Question	Answer
55. Planned instructional unit with teachers	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
56. Taught students how to use digital resources	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
57. a) Managed the library, including collection development and supervision of ordering	<input type="checkbox"/> Select One... <input checked="" type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
b) Our collection development included weeding, de-selection, and withdrawals	<input type="checkbox"/> Select One... <input checked="" type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
58. Responsible for cataloging	<input type="checkbox"/> Select One... <input checked="" type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
59. Supervised the work of paraprofessionals, student aides, and volunteers	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian
60. Went into classrooms to provide instruction	<input type="checkbox"/> Select One... <input type="checkbox"/> More than once per week <input type="checkbox"/> Once per week <input type="checkbox"/> 2–3 times per month <input type="checkbox"/> Once per month <input type="checkbox"/> Less than once per month <input checked="" type="checkbox"/> Never <input type="checkbox"/> With guidance and support from district librarian

61. Library classes were taught while classroom teachers had planning time.

- Yes
- No

Please explain what types of activities or instruction occurred in the library during teaching planning time:

No response

62. How did you implement the *CA MSLS*?

- Aligned the standards to our library instruction.
- Embedded the standards into the curriculum.
- While we were familiar with the standards, we did not use them to guide instruction.
- We were not familiar with these standards.

63. I was called upon to lead and/or provide professional development.

- Yes
- No

I led and provided professional development in the following manner (select all that apply):

- 1:1
- Small groups of teachers
- Grade-level meetings
- Staff meetings
- District-level trainings
- Other (please specify)

Describe the manner in which you led and provided professional development (other):

No response

64. What information would you like to share that was not asked in this library program evaluation tool? (e.g., describe how the library program ran when schools went virtual due to COVID-19; describe duties you were assigned)

No response

Contact Information

Respondent Information

Name: Suzanne Butler
Title: Media Specialist
Email: sbutler@orcutt-schools.net
Phone: 805-938-8500
Library website URL: No response
(If your library has a website.)

In case we need to clarify any of your answers, please provide the appropriate contact information for the individual responsible for library services in your district. (In some cases this may be the same individual as above.)

Name: Suzanne Butler
Email: sbutler@orcutt-schools.net
Phone: 805-938-8500

Thank you for your time and effort to complete this evaluation tool. Your answers are invaluable.

Questions: Renée Ousley-Swank, Education Consultant | ROusleySwank@cde.ca.gov | 916-319-0449

Joseph Dana
Assistant Superintendent of Educational Services



For Board Meeting of April 13, 2022

To: Dr. Holly Edds, District Superintendent
From: Joe Dana
Re: Continued Funding Application for 2022-2023 Fiscal Year for California State Preschool Program

Background

The California Department of Education (CDE) Early Education Division has notified California State Preschool Program (CSPP) contractors that in order to qualify for continued funding for the 2022-2023 Fiscal Year they need to complete a Continued Funding Application. In accordance with this direction, the Educational Services Department has completed the attached Continued Funding Application so the Orcutt Union School District can continue to receive funding as a CSPP contractor.

Our own state preschool, the Orcutt Union School District Early Learning Center, continues to thrive as a valued educational option for preschool-aged children in our community. The program currently serves 48 children who are three and four years of age.

Recommendation

Staff recommends that the Board of Trustees approve as submitted the Continued Funding Application for the 2022-2023 Fiscal Year.

Fiscal Impact

No fiscal impact. The district's state preschool is fiscally self-sufficient.

California State Preschool Program Continued Funding Application Fiscal Year 2022–23

California State Preschool Program (CSPP) contractors who wish to be considered for continued funding for fiscal year (FY) 2022–23 must read the accompanying instructions and fully and accurately complete this application for continued funding. Instructions may be accessed on the Continued Funding Application (CFA) web page at: <https://www.cde.ca.gov/sp/cd/ci/cfaforms2223.asp>.

Please note that CSPP contractors have no vested right to a subsequent contract. Completion of this CFA does not guarantee a renewal of funding. Upon completion of this CFA the California Department of Education (CDE) will review the application and may contact your agency seeking additional information. If the CDE determines your agency will not be renewed for a subsequent contract year, you will be notified in writing no later than April 7, 2022, pursuant to the *California Code of Regulations*, Title 5 (5 CCR). CSPP contractors who apply for and are approved for continued funding do not need to sign a contract with the CDE to provide CSPP services for FY 2022–23, as contracts will be automatically renewed in accordance with all applicable federal and state laws as well as all CSPP Funding Terms and Conditions and Program Requirements that will be incorporated into the 2022–23 CSPP contract. By signing this CFA, the CSPP contractor is indicating that it wishes to automatically renew the CSPP contract for FY 2022–23 and is willing to, and does accept, all of the terms and conditions of the CSPP contract, which will be provided to the CSPP contractor no later than June 1, 2022. The CSPP contractor may reject the FY 2022–23 CSPP contract by providing the CDE with a written notice no later than July 1, 2022. Instructions on how to provide written notice of rejection of the terms of the new FY 2022–23 contract will be provided in forthcoming communication, on or before June 1, 2022, to CSPP contractors.

Failure to submit the CFA in a timely manner shall constitute as a notice to the CDE of the intent to discontinue services at the end of the current contract year, unless the CSPP contractor has received a written notice of extension of time from the CDE. If the CFA is returned to the CDE in a timely manner but is not fully and accurately completed, funding for FY 2022–23, if approved, may be delayed.

If you have any questions regarding the CFA, please contact CFA@cde.ca.gov.

Section I – CSPP Contractor Information

Legal Name of CSPP Contractor: Orcutt Union Elementary School District

CSPP Contractor *Doing Business As* (DBA):

Headquartered County: 42 Santa Barbara

Vendor Number: 6926

Executive Director Name: Joseph Dana

Executive Director Telephone Number: 805-938-8934

Executive Director Fax Number: 805-938-8941

Executive Director Email Address: jdana@orcutt-schools.net

Legal Business Address: 500 Dyer St

City: Orcutt

Zip Code: 93455

Mailing Address (if different from above):

City:

Zip Code:

Name of Person Completing the CFA: Lorie Bouget

Title of Contact Person Completing the CFA: Admin. Assistant, Educational Services

Contact Person Telephone Number: 805-938-8930

Contact Person Email Address: lbouget@orcutt-schools.net

Contractor Name:

Vendor #: County:

Orcutt Union Elementary School District

6926

42 Santa Barbara

Section II – CSPP Contract Type

Check all applicable boxes indicating the programs the CSPP contractor intends to continue to administer for the Fiscal Year 2022–23. The CSPP contractor agrees to continue implementation of these programs with funds provided by the CDE.

CSPP Type

- Full-Day/Full-Year
- Part-Day/Part-Year
- Family Childcare Home Education Network

Contractor Name: Orcutt Union Elementary School District **Vendor #:** 6926 **County:** 42 Santa Barbara

Section III – CSPP Contractor’s Officers and Board of Directors Information

Does the CSPP contractor have a board of directors? Yes No

If no, please explain the entity type and the governance structure (i.e., number of owners and partnership).

Have any of the listed officers, board members, owners or other governing individuals ever served as an officer, board member, owner or governing individual with an agency that received state or federal funding and which agency funding was terminated or involuntarily non-renewed, or the agency was debarred from funding for any period of time?

Yes No

If yes, list on a separate page the officer(s), board member(s), owner(s) or other governing individual(s) to which this applies and include the former agency(ies) with which the individual(s) was/were previously affiliated and the circumstances leading to the termination, involuntary non-renewal or debarment.

List all officers and board members/governing individuals (i.e., owner, director, etc.) Attach additional sheets as necessary.

Officer, Board Member, Owner or Governing Individual Name	Title	Telephone Number	Mailing Address	Email Address
Mark Steller	Board President	805-938-8907	500 Dyer St Orcutt, CA 93455	msteller@orcutt-schools.net
Dr. Holly Edds	Superintendent	805-938-8908	500 Dyer St Orcutt, CA 93455	hedds@orcutt-schools.net
Shaun Henderson	Board Clerk	805-938-8907	500 Dyer St Orcutt, CA 93455	shenderson@orcutt-schools.net

(continued)

Section III Contractor's Officers and Board of Directors Information (CONTINUED)

Officer, Board Member, Owner, or Governing Individual Name	Title	Telephone Number	Mailing Address	Email Address
Lisa Morinini	Board Member	805-938-8907	500 Dyer St. Orcutt, CA 93455	lmorinini@orcutt-schools.net
Liz Phillips	Board Member	805-938-8907	500 Dyer St. Orcutt, CA 93455	lphillips@orcutt-schools.net
Melanie Waffle	Board Member	805-938-8907	500 Dyer St. Orcutt, CA 93455	mwaffle@orcutt-schools.net

Contractor Name:

Vendor #: County:

Orcutt Union Elementary School District

6926

42 Santa Barbara

Section IV – Program Narrative

- A. Please select the box below if the CSPP contractor **does not** have programmatic or calendar changes to their CSPP.

No changes

- B. Please select all applicable fields below if the CSPP contractor **does** have programmatic or calendar changes to their CSPP. Programmatic or calendar changes require completion of a form ELCD 3704A. This form is available on the CFA web page at: <https://www.cde.ca.gov/sp/cd/ci/cfaforms2223.asp>.

Note: Program calendars must be submitted for both the part-day/part-year CSPP and the full-day/full-year CSPP, as applicable. Making changes to the Minimum Days of Operation (MDO) does not change the contract Maximum Reimbursable Amount (MRA).

Programmatic change

Calendar change

Contractor Name:

Vendor #: County:

Orcutt Union Elementary School District

6926

42 Santa Barbara

Section V – CSPP Personnel Certification

The State of California requires any CSPP contractor receiving child care and development funds, disbursed by the CDE, to employ fully qualified personnel as stipulated in the *California Education Code (EC)*; and the *California Code of Regulations, Title 5 (5 CCR)*; and the Funding Terms and Conditions of the CSPP contract.

I certify, as the authorized agent representing this CSPP contractor, that I have read and understand the staffing requirements for Program Director, Site Supervisor, and Teacher. All staff employed in CDE funded CSPP are fully qualified for their respective positions. The exception to this certification is a person employed as Program Director or Site Supervisor who possesses a current Staffing Qualifications Waiver approved by the Early Education Division (ELCD).

**Signature of the CSPP Contractor's
Authorized Representative:**



**Printed Name and Title of the CSPP
Contractor's Authorized
Representative:**

Joseph Dana, Assistant Superintendent, Educational Services

Date of Signature:

12/6/2021

**Authorized Representative's
Telephone Number:**

805-938-8934

**Authorized Representative's
Email Address:**

jdana@orcutt-schools.net

Contractor Name:	Vendor #:	County:
<u>Orcutt Union Elementary School District</u>	<u>6926</u>	<u>42 Santa Barbara</u>

Section VI – Subcontract Certification

A. Please select the box below if the CSPP contractor **does not** have subcontractors, and move to section VII:

No subcontractors

B. Please select the box below if the CSPP contractor **does** have subcontractors, and complete the information and sign in the section below. CSPP Contractors who subcontract CSPP services will need to complete and submit the form ELCD 3704B. The form is available on the CFA web page at:

<https://www.cde.ca.gov/sp/cd/ci/cfaforms2223.asp>.

Subcontractors

I certify that the contractual arrangement(s) listed above are made in adherence to the required subcontract provisions contained in the 5 CCR, and the Funding Terms and Conditions of the CSPP contract.

I understand that signing this certificate does not lessen the legal responsibility for the CSPP contract requirements. As the CSPP contractor, it is my responsibility to monitor the performance of the subcontractor to ensure services are provided appropriately through the entire contract term.

Signature of the CSPP Contractor's Authorized Representative:

Joseph Dana

Printed Name and Title of the CSPP Contractor's Authorized Representative:

Joseph Dana, Assistant Superintendent, Educational Services

Date of Signature:

12/6/2021

Authorized Representative's Telephone Number:

805-938-8934

Authorized Representative's Email Address:

jdana@orcutt-schools.net

Contractor Name:

Vendor #: County:

Orcutt Union Elementary School District

6926

42 Santa Barbara

Section VII – CSPP Contractor Certification

- Under penalty of perjury, I certify the following:
- I am authorized by the CSPP contractor's Board of Directors or other governing authority to execute this CFA, signifying their intent to automatically renew the current contract for FY 2022–23, under new terms and conditions to be established by the CDE, unless rejected in writing prior to the effective date of the new CSPP contract on July 1, 2022.
- On behalf of the CSPP contractor and its governing authority, we understand some information requested in this CFA is intended for use by CDE auditors in connection with future audit work and performance reviews and may not be used, or even reviewed or considered by the CDE until well after the CSPP contract has expired, if ever. Therefore, we further understand that the information (and any underlying transactions) disclosed by this CFA shall not be considered properly noticed to the CDE, nor approved, accepted or authorized by the CDE, even if our request for continued funding by the CDE is subsequently approved.
- The governing board members have been trained in understanding conflict of interest requirements associated with their positions on the board and have reported all known conflicts of interest.
- I have supervisory authority over the CSPP, have actual, personal knowledge of the information provided in this CFA and certify that it is true and correct in all material respects.
- I am familiar with and will ensure that the CSPP contractor complies with all applicable program statutes and regulations, including:
 - Subcontracting requirements, including competitive bidding, CDE approval, and audit requirements in 5 CCR.
 - Prohibitions on conflicts of interests, including (i) the assurances required to establish that transactions with officers, directors and other related party transactions are conducted at arm's length, and (ii) employment limitations stated in *Education Code*.
 - Cost reimbursement requirements, including reimbursable and non-reimbursable costs, documentation requirements, the provisions for determining the reimbursable amount and other provisions in 5 CCR, Accounting and reporting requirements in 5 CCR.
 - Operational and programmatic requirements.

Contractor Name:

Vendor #: County:

Orcutt Union Elementary School District

6926

42 Santa Barbara

By signing this CFA, the CSPP contractor is indicating that it wishes to automatically renew the current CSPP contract for FY 2022-23 and, if approved, is willing to, and does accept, all of the terms and conditions of the CSPP contract, which will be provided to the CSPP contractor no later than June 1, 2022. The CSPP contractor may reject the FY 2022-23 CSPP contract by providing the CDE with a written notice of rejection no later than July 1, 2022. Instructions on how to provide written notice of rejection of the terms of the new FY 2022-23 contract will be provided in forthcoming communication, on or before June 1, 2022, to CSPP contractors.

**Signature of the CSPP Contractor's
Authorized Representative:**



**Printed Name and Title of the
CSPP Contractor's
Authorized Representative:**

Joseph Dana, Assistant Superintendent, Educational Services

Date of Signature:

12/6/2021

**Authorized Representative's
Telephone Number:**

805-938-8934

**Authorized Representative's Email
Address:**

jdana@orcutt-schools.net

Contractor Name:

Vendor #: County:

Orcutt Union Elementary School District

6926

42 Santa Barbara

**Section VIII – Certification of CSPP Contractor Information in the
Child Development Management Information System**

CSPP contractors are required to review all information in the Child Development Management Information System (CDMIS) and update any outdated or incorrect information. To review the information and submit changes, log on to the CDMIS at <https://www4.cde.ca.gov/cdmis/default.aspx>.

As the authorized representative of the CSPP contractor listed below, I certify, under penalty of perjury, that I have reviewed all of the information for

Orcutt Union Elementary School District

and updates, additions, or deletions have been submitted as needed for information in all of the areas below:

- Executive Director/Superintendent information
- Program Director information
- Sites and Licenses and/or Office information
- CSPP Family Child Care Home Education Network (FCCHEN) provider summary information

To the best of my knowledge, the information on the CDMIS website reflects accurate information for the

Orcutt Union Elementary School District

as of the date this certification is signed.

Program Director/Authorized Representative Signature:

Date Signed:



12/6/2021

Printed Name of Program Director/Authorized Representative:

Joseph Dana

Contractor Name:

Vendor #: County:

Orcutt Union Elementary School District

6926

42 Santa Barbara

Section IX – Required Attachments

All attachments and/or documentation below must be completed and included when submitting the CFA. Attachments A-J are located on the CFA web page at: <https://www.cde.ca.gov/sp/cd/ci/cfaforms2223.asp>.

- A. Fiscal Year 2022-23 Program Calendar (ELCD-9730)**
- B. Payee Data Record (STD. 204) (Non-public agencies only)**
- C. Payee Data Record Supplement (STD. 205) (Non-public agencies only, as applicable)**
- D. Secretary of State (Non-public agencies only)**
- E. Verification of School District Name and Address (Public agencies only)**
- F. Program Narrative Change (ELCD 3704A) (As applicable)**
- G. Subcontractor Certification (ELCD 3704B) (As applicable)**
- H. California Civil Rights Laws Certification (CO-005)**
- I. Contractor Certification Clauses (CCC 04/2017)**
- J. Federal Certification (CO.8)**
- K. For Public Agencies only, include a copy of the agency's board resolution and/or minutes authorizing signature on this document, and a delegation of authority, if applicable**

Contractor Name:

Vendor #: County:

Orcutt Union Elementary School District

6926

42 Santa Barbara

Section X – CFA Checklist

Section	Section Description	Page	Check
Section I	CSPP Contractor Information	2	<input checked="" type="checkbox"/>
Section II	CSPP Contract Type	3	<input checked="" type="checkbox"/>
Section III	CSPP Contractor's Officers and Board of Directors Information	4	<input checked="" type="checkbox"/>
Section IV	Program Narrative	5	<input checked="" type="checkbox"/>
Section V*	CSPP Personnel Certification	6	<input checked="" type="checkbox"/>
Section VI*	Subcontractor Certification	7	<input checked="" type="checkbox"/>
Section VII*	CSPP Contractor Certification	8	<input checked="" type="checkbox"/>
Section VIII*	Certification of CSPP Contractor Information in the CDMIS Database	10	<input checked="" type="checkbox"/>
Section IX A.	CSPP Program Calendar(s) (ELCD-9730)	11	<input checked="" type="checkbox"/>
Section IX B.*	State of California, Payee Data Record (STD. 204) (non-public agencies only)	11	<input type="checkbox"/>
Section IX C.*	Payee Data Record Supplement (STD. 205) (Non-public agencies only)	11	<input type="checkbox"/>
Section IX D.	Secretary of State search results (non-public agencies only)	11	<input type="checkbox"/>
Section IX E.	Verification of School District Name and Address search, as applicable	11	<input checked="" type="checkbox"/>
Section IX F.	Program Narrative Change (ELCD 3704A)	Insert after page 5	<input type="checkbox"/>

Contractor Name:

Vendor #: County:

Orcutt Union Elementary School District

6926

42 Santa Barbara

Section Number	Section Description	Page Number	Check Box
Section IX G.	Subcontractor Certification (ELCD 3704B)	Insert after page 7	<input type="checkbox"/>
Section IX H.*	California Civil Rights Laws Certification (CO-005)	11	<input checked="" type="checkbox"/>
Section IX I.*	Contractor Certification Clauses (CCC 04/2017)	11	<input checked="" type="checkbox"/>
Section IX J.*	Federal Certification (CO.8)	11	<input checked="" type="checkbox"/>
Section IX K.*	For Public Agencies, include a copy of the agency's board resolution or minutes authorizing signature on this document, and a delegation of authority, if applicable	11	<input checked="" type="checkbox"/>

All Sections must be included in the CFA package, as applicable

***Bolded sections require a signature**

Fiscal Year 2022–23 Program Calendar

Name of CSPP Contractor	Vendor Number	County	Contract Type
Orcutt Elementary School District	6926	42 - Santa Barbara	CSPP Part-Day/Part Year

Instructions: Enter an UPPERCASE X on each day your program will operate. Your days of operation will auto-calculate in the boxes below each month, and in the Total Days of Operation box at the bottom of the form. The asterisks (*) in the month tables refer to days which fall in either the preceding or the following month. Do not enter any values in boxes with an asterisk.

July 2022						
Sun	M	Tu	W	Th	F	Sat
*	*	*	*	*	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	*	*	*	*	*	*

August 2022						
Sun	M	Tu	W	Th	F	Sat
*	1	2	3	4	5	6
7	8	9	X	X	X	13
14	X	X	X	X	X	20
21	X	X	X	X	X	27
28	X	X	X	*	*	*

September 2022						
Sun	M	Tu	W	Th	F	Sat
*	*	*	*	X	X	3
4	5	6	X	X	X	10
11	X	X	X	X	X	17
18	X	X	X	X	X	24
25	X	X	X	X	X	*

July Days of Operation

August Days of Operation

September Days of Operation

First Quarter Subtotal

October 2022						
Sun	M	Tue	W	Th	F	Sat
*	*	*	*	*	*	1
2	X	X	X	X	X	8
9	X	X	X	X	X	15
16	X	X	X	X	X	22
23	X	X	X	X	X	29
30	X	*	*	*	*	*

November 2022						
Sun	M	Tu	W	Th	F	Sat
*	*	1	X	X	X	5
6	X	X	X	X	11	12
13	X	X	X	X	X	19
20	21	22	23	24	25	26
27	X	X	X	*	*	*

December 2022						
Sun	M	Tu	W	Th	F	Sat
*	*	*	*	X	X	3
4	X	X	X	X	X	10
11	X	X	X	X	X	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

October Days of Operation

November Days of Operation

December Days of Operation

Second Quarter Subtotal

January 2023						
Sun	M	Tu	W	Th	F	Sat
1	2	3	4	5	6	7
8	X	X	X	X	X	14
15	16	X	X	X	X	21
22	X	X	X	X	X	28
29	X	X	*	*	*	*

February 2023						
Sun	M	Tu	W	Th	F	Sat
*	*	*	X	X	X	4
5	X	X	X	X	X	11
12	13	X	X	X	X	18
19	20	X	X	X	X	25
26	X	X	*	*	*	*

March 2023						
Sun	M	Tu	W	Th	F	Sat
*	*	*	X	X	X	4
5	X	X	X	X	X	11
12	X	X	X	X	X	18
19	20	X	X	X	X	25
26	X	X	X	X	X	*

January Days of Operation

February Days of Operation

March Days of Operation

Third Quarter Subtotal

April 2023						
Sun	M	Tu	W	Th	F	Sat
*	*	*	*	*	*	1
2	X	X	X	X	7	8
9	10	11	12	13	14	15
16	X	X	X	X	X	22
23	X	X	X	X	X	29
30	*	*	*	*	*	*

May 2023						
Sun	M	Tu	W	Th	F	Sat
*	X	X	X	X	X	6
7	X	X	X	X	X	13
14	X	X	X	X	X	20
21	X	X	X	X	X	27
28	29	X	X	*	*	*

June 2023						
Sun	M	Tu	W	Th	F	Sat
*	*	*	*	X	X	3
4	X	X	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	*

April Days of Operation

May Days of Operation

June Days of Operation



Fourth Quarter Subtotal

Total Days of Operation

EED Consultant Initials (for CDE use only)

Date approved by EED Consultant (for CDE use only)

Orcutt Union Elementary

County	Santa Barbara
District	Orcutt Union Elementary List of active district's schools
CDS Code	42 69260 0000000
District Address	500 Dyer St. Orcutt, CA 93455-5300 Google Map 
Mailing Address	500 Dyer St. Orcutt, CA 93455-5300
Phone Number	(805) 938-8900
Fax Number	(805) 938-8919
Email	Information Not Available
Web Address	www.orcutt-schools.net/public 
Superintendent	Dr. Holly Edds Superintendent (805) 938-8900 hedds@orcutt-schools.net
Chief Business Official	Bill Young Asst. Supt. Business Services (805) 938-8917 Ext. 8917 byoung@orcutt-schools.net
Status	Active
District Type	Elementary School District
Low Grade	K
High Grade	12
NCES/Federal District ID	0628710
CDS Coordinator (Contact for Data Updates)	Carol Sutton (805) 938-8946 Request Data Update(s)
Last Updated	August 3, 2020

Directory Disclaimer

The California School Directory and related public school and district data files (collectively referred to as the "Directory"), contain information about California schools, districts, and school/district administrators that is voluntarily self-reported by local education agencies (LEAs) to the California Department of Education (CDE) as a public convenience. Because the information is voluntarily self-reported, the Directory does not contain information for every LEA and the information that is in the Directory may be outdated or have errors, omissions, typos and other inaccuracies. Therefore, information, or the absence of information, in the Directory should not be relied upon for any purpose and should be used only to contact the LEA. The CDE makes no representation or warranty, express or implied, with respect to Directory information.

For information regarding LEA accreditation, please visit the US Department of Education's [Accreditation and Quality Assurance](#)  web page.

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

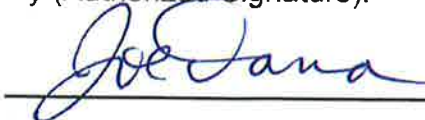
CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

1. Proposer/Bidder Firm Name (Printed):
Orcutt Union Elementary School District

2. Federal ID Number:
77-0074164

3. By (Authorized Signature):



4. Printed Name and Title of Person Signing:
Joe Dana

5. Date Executed:

12/6/2021

6. Executed in the County and State of:

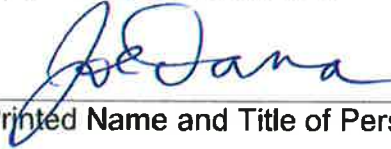
Santa Barbara County and State of California

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Orcutt Union Elementary School District	77-0074164
By (Authorized Signature)	
	
Printed Name and Title of Person Signing	
Joe Dana	
Date Executed	Executed in the County of
12/6/2021	Santa Barbara County

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records. documents. agents or employees. or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

FEDERAL CERTIFICATIONS

CO.8 (REV. 06/20)

California Department of Education

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period proceeding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

500 Dyer St.
Orcutt, CA., Santa Barbara
93455

Check if there are workplaces on file that are not identified here.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-


- a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and
- b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACTOR) <u>Orcutt Elementary School District</u>	CONTRACT # <u>6926</u>
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE <u>Joseph Dana, Assistant Superintendent.</u>	
SIGNATURE 	DATE <u>1/24/22</u>

Joseph Dana
Assistant Superintendent of Educational Services



For Board Meeting of April 13, 2022

To: Dr. Holly Edds, District Superintendent
From: Joe Dana
Re: Resolution Designating Representative for OUSD Early Learning Center

Background

The California Department of Education (CDE) Early Education Division requests that each state preschool program designate a representative on all matters regarding obtaining and maintaining a Child Care Center License. This representative needs to be declared via a resolution approved by the preschool's governing board.

For our own Orcutt Union School District Early Learning Center, the representative for the 2022-2023 school year is to be Assistant Superintendent of Educational Services Joe Dana. Our state preschool's site supervisor, Michelle Valencia, is named as an alternate.

Recommendation

Staff recommends that the Board of Trustees approve the attached Resolution for Orcutt Union Elementary School District Early Learning Center as submitted.

Fiscal Impact

No fiscal impact.

Orcutt Union School District

Orcutt, California County of Santa Barbara

Resolution No.13
For the 2022-2023 School Year

RESOLUTION for ORCUTT UNION ELEMENTARY SCHOOL DISTRICT EARLY LEARNING CENTER

WHEREAS, the Orcutt Union School District has received funding from the State Department of Education to provide state preschool program services beginning January, 2001; and

WHEREAS, the state preschool program will be called Orcutt Union School District Early Learning Center; and

WHEREAS, in order to provide services at the preschool, an application for a Child Care Center License must be obtained through the State of California Community Care Licensing Division; and

WHEREAS, a representative must be designated to represent the Orcutt Union School District on all matters regarding obtaining and maintaining the license for the school;

THEREFORE BE IT RESOLVED, that Joe Dana be designated to act as the Orcutt Union School District representative on all matters regarding obtaining and maintaining the license for the Orcutt Union Elementary School District Early Learning Center; and

THEREFORE BE IT FURTHER RESOLVED, Joe Dana be approved as the authorized person at the facility to represent the facility and to accept reports of licensing visits, consultations, accusations and documents of civil and administrative process and to sign these transactions for the Governing Board. In his absence, we authorize him to delegate these responsibilities to the site supervisor, Michelle Valencia, when necessary.

PASSED and ADOPTED this 13th Day of April at a regular meeting, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

Attest:

Superintendent
Holly Edds, Ed.D.

Date

Clerk/Board of Trustees
Shaun Henderson

Date

Joseph Dana
Assistant Superintendent of Educational Services



For Board Meeting of April 13, 2022

To: Dr. Holly Edds, District Superintendent
From: Joe Dana
Re: Revision to Board Policy 5111

Background

As per guidance from the California School Boards Association, we are updating Board Policy 5111 on student admissions to do the following:

- Reflect the distinction between compulsory education for students starting at age six and the requirement for districts to offer and admit students who are eligible for transitional kindergarten and kindergarten;
- Delete the requirement for district enrollment applications to include information about health care options, as the law requiring such information has self-repealed; and
- Clarify that a student's residence is a location within the district that may be verified as part of school admission requirements.

Recommendation

Staff recommends that the Board of Trustees approve the revised Board Policy 5111.

Fiscal Impact

No fiscal impact.

ADMISSION

The ~~Board of Trustees~~ **Governing Board** encourages the enrollment and appropriate placement of all ~~school-aged~~ children **who are eligible for enrollment** in school. The Superintendent or designee shall inform parents/guardians of ~~students entering~~ **children seeking admission to** a district school ~~at any grade level~~ about admission requirements and shall assist them with enrollment procedures.

The Superintendent or designee shall announce and publicize the timeline and process for registration of students at district schools. Applications for intradistrict or interdistrict enrollment shall be subject to the timelines specified in applicable Board policies and administrative regulations.

All appropriate staff shall receive training on district admission policies and procedures, including information regarding the types of documentation that can and cannot be requested.

Verification of Admission Eligibility

Before enrolling any child in a district school, the Superintendent or designee shall verify the student's age, ~~residency,~~ **residence with the district**, immunization and ~~any~~ other **applicable** eligibility criteria specified in law, the accompanying administrative regulation, or **other** applicable Board policy or administrative regulation.

~~(cf. 5111.1—District Residency)~~

~~(cf. 5125—Student Records)~~

~~(cf. 5141.3—Health Examinations)~~

~~(cf. 5141.31—Immunizations)~~

~~The Superintendent or designee shall ensure that the enrollment of a homeless or foster child or a child of a military family is not delayed because of outstanding fees or fines owed to the child's last school or for his/her inability to produce previous academic, medical, or other records normally required for enrollment.~~

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

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

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

~~In addition, no child shall be denied enrollment in a district school solely on the basis of his/her arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other contact with the juvenile justice system. (Education Code 48645.5)~~

~~(cf. 5119—Students Expelled from Other Districts)~~

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

The Superintendent or designee **district** shall not inquire into or request documentation

Students

BP 5111 (b)

~~of a student's social security number of the citizenship or immigration status of the student or the student's family members. (Education Code 234.7, 49076.7), and shall not deny a student enrollment in a district school on the basis of the citizenship or immigration status of the student or his/her parents/guardians. Any information obtained about a student's or parent/guardian's citizenship or immigration status shall not be shared without parent/guardian consent or a lawful judicial order, in accordance with laws pertaining to the confidentiality of student records.~~

~~(cf. 0410—Nondiscrimination in District Programs and Activities)
(cf. 5145.3—Nondiscrimination/Harassment)~~

~~The district's enrollment application shall include information about the health care options and enrollment assistance available to families within the district. The district shall not discriminate against any child for not having health care coverage and shall not use any information relating to a child's health care coverage or his/her interest in learning about health care coverage in any manner that would harm the child or his/her family. (Education Code 49452.9)~~

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

However, such information may be collected when required by state or federal law or to comply with requirements for special state or federal programs. In any such situation, the information shall be collected separately from the school enrollment process and the Superintendent or designee shall explain the limited purpose for which the information is collected. Enrollment in a district school shall not be denied on the basis of any such information of the student or the student's parents/guardians obtained by the district, or the student's or parent/guardian's refusal to provide such information to the district.

School registration information shall list all possible means of documenting a child's age for entry into grades K-1 as authorized by Education Code 48002 or otherwise prescribed by the Board. Any alternative document allowed by the district shall be one that all persons can obtain regardless of immigration status, citizenship status, or national origin and shall not reveal information related to citizenship or immigrant status.

The Superintendent or designee shall immediately enroll a homeless student, foster youth, student who has had contact with the juvenile justice system, or a child of a military family regardless of outstanding fees or fines owed to the student's last school, lack of clothing normally required by the school, such as school uniforms, or an inability to produce previous academic, medical, or other records normally required for enrollment. (Education Code 48645.5, 48850, 48852.7, 48853.5, 49701; 42 USC 11432)

~~Legal Reference:~~

~~EDUCATION CODE~~

~~46300 Computation of average daily attendance, inclusion of kindergarten and~~

Students

BP 5111 (c)

~~transitional kindergarten~~

~~46600 Agreements for admission of pupils desiring interdistrict attendance~~

~~48000 Minimum age of admission (kindergarten)~~

~~48002 Evidence of minimum age required to enter kindergarten or first grade 48010~~

~~Minimum age of admission (first grade)~~

~~48011 Admission from kindergarten or other school;~~

~~minimum age 48050-48053 Nonresidents~~

~~48200 Children between ages of 6 and 18 years (compulsory full-time education)~~

~~48350-48631 Open Enrollment Act~~

~~48850-48859 Educational placement of foster youth~~

~~48645.5 Enrollment of former juvenile court school students~~

~~49076 Access to records by persons without written consent or under judicial order~~

~~49408 Information of use in emergencies~~

~~49700-49704 Education of children of military families~~

~~HEALTH AND SAFETY CODE~~

~~120325-120380 Education and child care facility immunization requirements~~

~~121475-121520 Tuberculosis tests for students~~

~~CODE OF REGULATIONS, TITLE 5~~

~~200 Promotion from kindergarten to first grade~~

~~201 Admission to high school~~

~~CODE OF REGULATIONS, TITLE 17~~

~~6000-6075 School attendance immunization requirements UNITED STATES CODE, TITLE 42~~

~~11431-11435 McKinney Homeless Assistance Act~~

~~COURT DECISIONS~~

~~Plyler v. Doe, 457 U.S. 202 (1982)~~

~~Management Resources:~~

~~CSBA PUBLICATIONS~~

~~Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017~~

~~U.S. DEPARTMENT OF JUSTICE CIVIL RIGHTS DIVISION AND U.S.~~

~~DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS JOINT PUBLICATIONS~~

~~Fact Sheet: Information on the Rights of All Children to Enroll in School~~

~~Dear Colleague Letter: School Enrollment Procedures, May 8, 2014~~

~~WEB SITES~~

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

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

~~U.S. Department of Education, Office for~~

Students

BP 5111 (d)

Civil Rights: <http://www2.ed.gov/about/offices/list/ocr>

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

State

17 CCR 6000-6075: School attendance immunization requirements

5 CCR 200: Promotion from kindergarten to first grade

5 CCR 201: Admission to high school

Civ. Code 5: Unruh Civil Rights Act

Code of Civil Procedure 1002.7: Provision in enrollment agreement waiving legal rights, remedy, forum, proceeding or procedure; criminal sexual assault or sexual battery

Ed. Code 234.7: Student protections relating to immigration and citizenship status

Ed. Code 46300: Computation of average daily attendance, inclusion of kindergarten and transitional kindergarten

Ed. Code 46600: Agreements for admission of students desiring interdistrict attendance

Ed. Code 48000: Minimum age of admission (kindergarten)

Ed. Code 48002: Evidence of minimum age required to enter kindergarten or first grade

Ed. Code 48010: Minimum age of admission (first grade)

Ed. Code 48011: Admission from kindergarten or other school; minimum age

Ed. Code 48050-48053: Nonresidents

Ed. Code 48200: Children between ages of 6 and 18 years (compulsory full-time education)

Ed. Code 48350-48361: Open Enrollment Act

Ed. Code 48645.5: Enrollment of former juvenile court school students

Ed. Code 48850-48859: Education of students in foster care and students who are homeless

Ed. Code 49076: Access to records by persons without written consent or under judicial order

Ed. Code 49076.7: Student records; data privacy; social security numbers

Ed. Code 49408: Information for use in emergencies

Ed. Code 49700-49703: Education of children of military families

H&S Code 120325-120380: Educational and child care facility immunization requirements

H&S Code 121475-121520: Tuberculosis tests for students

Federal

42 USC 11431-11435: McKinney-Vento Homeless Assistance Act

5 USC 552a: Records maintained on individuals

Management Resources Description

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

Court Decision Plyler v. Doe, 457 U.S. 202 (1982)

CSBA Publication: Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017

U.S. DOJ & DOE Civil Rights Joint Publication: Information on the Rights of All Children to Enroll in School: Questions and Answers for States, School Districts and Parents, May 8, 2014

U.S. DOJ & DOE Civil Rights Joint Publication Fact Sheet: Information on the Rights of All Children to Enroll in School, May 8, 2014

U.S. DOJ & DOE Civil Rights Joint Publication: Dear Colleague Letter: School Enrollment Procedures, May 8, 2014

Website: California Office of the Attorney General

Website: U.S. Department of Justice

Website: California Department of Education

Website: CSBA

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

Students

BP 5111 (e)

Policy Adopted: 05/11/2022

ORCUTT UNION SCHOOL DISTRICT
Orcutt, California

Joseph Dana
Assistant Superintendent of Educational Services



For Board Meeting of April 13, 2022

To: Dr. Holly Edds, District Superintendent
From: Joe Dana
Re: Revision to Board Policy 6173

Background

As per guidance from the California School Boards Association, we are updating Board Policy 6173 on education for homeless children to reflect new requirements put in place by two new laws.

Assembly Bill 27 (2021) requires school districts to (1) ensure that each school within the district identifies all children experiencing homelessness and unaccompanied youths and (2) create a web page or post on the district website a list of district liaisons for homeless students, contact information for such liaisons, and specific information on homelessness, including information regarding the educational rights and resources available to persons experiencing homelessness.

AB 27 also requires districts that receive American Rescue Plan Elementary and Secondary School Emergency Relief (ESSER) Homeless Children and Youth funds to (1) administer a housing questionnaire developed by the California Department of Education (CDE) to parents/guardians of all students and all unaccompanied youths and (2) report to CDE the number of homeless children and unaccompanied youths enrolled in the district.

Finally, Senate Bill 400 (2021) requires CDE to develop and implement a system to verify that school districts are providing required training to district liaisons and other appropriate staff at least annually.

Recommendation

Staff recommends that the Board of Trustees approve the revised Board Policy 6173.

Fiscal Impact

No fiscal impact.

EDUCATION FOR HOMELESS CHILDREN

The ~~Board of Trustees~~ **Governing Board** believes that the identification of homeless students is critical to improving the educational outcomes of such students and ensuring ~~desires to ensure that homeless students~~ have access to the same free and appropriate public education provided to other students within the district. The district shall provide homeless students with access to education and other services necessary for ~~these~~ **such** students to meet the same challenging academic standards as other students.

When there are at least 15 homeless students in the district or a district school, the district's local control and accountability plan (LCAP) shall include goals and specific actions to improve student achievement and other outcomes of homeless students. (Education Code 52052, 52060, 52064)

The Superintendent or designee shall regularly review and recommend updates to district policies to ensure removal of any barriers to the education of homeless students and unaccompanied youth. Any such review shall address identification, enrollment, and retention of such students, including those barriers that are due to absences or outstanding fees or fines. (42 USC 11432)

The Superintendent or designee shall designate an appropriate staff person to serve as a liaison for homeless children and youths. The district liaison for homeless students shall fulfill the duties specified in 42 USC 11432 to assist in identifying and supporting homeless students to succeed in school.

The Superintendent or designee shall ensure that each district school identifies all homeless children and youths and unaccompanied youths enrolled at the school. (Education Code 48851)

To ensure easy identification of homeless students, the Superintendent or designee shall annually administer a housing questionnaire developed by the California Department of Education (CDE) to all parents/guardians of students and all unaccompanied youths. (Education Code 48851)

If the primary language of a student's parent/guardian or an unaccompanied youth is not English, either the housing questionnaire shall be made available in the primary language of the student's parent/guardian or the unaccompanied youth pursuant to Education Code 48985, or an appropriate translation of the housing questionnaire shall be provided upon request of a student's parent/guardian or an unaccompanied youth. (Education Code 48851)

In addition, the Superintendent or designee shall ensure that the district liaison's contact information and other information on homelessness, including, but not limited to, information regarding the educational rights and resources available to persons experiencing homelessness, are posted on the district and school web sites as specified in the accompanying administrative regulation. (Education Code 48852.6)

The Superintendent or designee shall ensure that placement decisions for homeless students are based on the student's best interest as defined in law and administrative regulation.

Each homeless student shall be provided services that are comparable to services

EDUCATION FOR HOMELESS CHILDREN

offered to other students in the school, including, but not limited to, transportation, educational programs for which the student meets the eligibility criteria (such as federal Title I services or similar state or local programs, programs for students with disabilities, and educational programs for English learners), career and technical education programs, programs for gifted and talented students, and school nutrition programs. (42 USC 11432)

~~(cf. 6011—Academic Standards)~~

Homeless students shall not be segregated into a separate school or program based on their status as homeless and shall not be stigmatized in any way. **However, the Superintendent or designee may separate homeless students on school grounds as necessary for short periods of time for health and safety emergencies or to provide temporary, special, and supplementary services to meet the unique needs of homeless students.** (42 USC 11432, 11433)

The Superintendent or designee shall ensure that information and/or materials for homeless students are provided in a manner and form understandable to the parents/guardians of homeless students and to unaccompanied youths.

~~(cf. 3553—Free and Reduced Price Meals)~~

~~The Superintendent or designee shall identify and remove any barriers to the identification and enrollment of homeless students and to the retention of homeless students due to absences or outstanding fees or fines. (42 USC 11432)~~

~~(cf. 3260—Fees and Charges)~~

~~(cf. 5113.1—Chronic Absence and Truancy)~~

~~When there are at least 15 homeless students in the district or a district school, the district's local control and accountability plan (LCAP) shall include goals and specific actions to improve student achievement and other outcomes of homeless students. (Education Code 52052, 52060)~~

~~(cf. 0460—Local Control and Accountability Plan)~~

~~The Superintendent or designee shall designate an appropriate staff person to serve as a liaison for homeless children and youths. The district liaison shall fulfill the duties specified in 42 USC 11432 to assist in identifying and supporting homeless students to succeed in school.~~

~~(cf. 5125—Student Records)~~

~~(cf. 5125.1—Release of Directory Information)~~

Information about a homeless student's living situation shall be considered part of a student's educational record, subject to the Family Educational Rights and Privacy Act and shall not be deemed to be directory information as defined in 20 USC 1232g. (42 USC 11432)

EDUCATION FOR HOMELESS CHILDREN

The Superintendent or designee shall coordinate with other agencies and entities to ensure that homeless children and youth are promptly identified, ensure that homeless students have access to and are in reasonable proximity to available education and related support services, and raise the awareness of school personnel and service providers of the effects of short-term stays in a shelter and other challenges associated with homelessness. Toward these ends, the Superintendent or designee shall collaborate with local social services agencies, other agencies or entities providing services to homeless children and youth, and, if applicable, transitional housing facilities. In addition, the Superintendent or designee shall coordinate transportation, transfer of school records, and other interdistrict activities with other local educational agencies. As necessary, the Superintendent or designee shall coordinate, within the district and with other involved local educational agencies, services for homeless students and services for students with disabilities. (42 USC 11432)

~~The Superintendent or designee shall ensure that placement decisions for homeless students are based on the student's best interest as defined in law and administrative regulation.~~

~~Each homeless student shall be provided services that are comparable to services offered to other students in the school, including, but not limited to, transportation, educational programs for which the student meets the eligibility criteria (such as federal Title I services or similar state or local programs, programs for students with disabilities, and educational programs for English learners), career and technical education programs, programs for gifted and talented students, and school nutrition programs. (42 USC 11432)~~

~~(cf. 3550—Food Service/Child Nutrition Program)
(cf. 3553—Free and Reduced Price Meals)~~

At least annually, the district liaison and other appropriate staff shall participate in professional development and other technical assistance activities to assist them in identifying and meeting the needs of homeless students. Such professional development and technical assistance shall include, but are not limited to, training on the definitions of terms related to homelessness, the signs of homelessness, the steps that should be taken once a potentially homeless student is identified, and how to connect homeless students with appropriate housing and service providers. (Education Code 48852.5; 42 USC 11432)

The Superintendent or designee shall report to CDE the number of homeless children and youths and unaccompanied youths enrolled in the district as identified from the housing questionnaire described above. (Education Code 48851)

At least annually, the Superintendent or designee shall report to the Board on the identification of and outcomes for homeless students, which may include, but are not limited to, the housing questionnaire responses, school attendance, student achievement test results, promotion and retention rates by grade level, graduation rates, suspension/expulsion rates, and other outcomes related to any goals and specific actions identified in the LCAP. Based on the evaluation data, the district shall revise its strategies as needed to more effectively identify and support the education of homeless students.

EDUCATION FOR HOMELESS CHILDREN

~~(cf. 5148.2—Before/After School Programs)~~
~~(cf. 5148.3—Preschool/Early Childhood Education)~~
~~(cf. 6159—Individualized Education Program)~~
~~(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. 6177—Summer School)~~
~~(cf. 6178—Career and Technical Education)~~
~~(cf. 6179—Supplemental Instruction)~~

~~Homeless students shall not be segregated into a separate school or program based on their status as homeless and shall not be stigmatized in any way. However, the Superintendent or designee may separate homeless students on school grounds as necessary for short periods of time for health and safety emergencies or to provide temporary, special, and supplementary services to meet the unique needs of homeless students. (42 USC 11432, 11433)~~

~~(cf. 0410—Nondiscrimination in District Programs and Activities)~~
~~(cf. 3553—Free and Reduced Price Meals)~~

~~The Superintendent or designee shall coordinate with other agencies and entities to ensure that homeless children and youth are promptly identified, ensure that homeless students have access to and are in reasonable proximity to available education and related support services, and raise the awareness of school personnel and service providers of the effects of short-term stays in a shelter and other challenges associated with homelessness. Toward these ends, the Superintendent or designee shall collaborate with local social services agencies, other agencies or entities providing services to homeless children and youth, and, if applicable, transitional housing facilities. In addition, the Superintendent or designee shall coordinate transportation, transfer of school records, and other interdistrict activities with other local educational agencies. As necessary, the Superintendent or designee shall coordinate, within the district and with other involved local educational agencies, services for homeless students and services for students with disabilities. (42 USC 11432)~~

~~District liaisons and other appropriate staff shall participate in professional development and other technical assistance activities to assist them in identifying and meeting the needs of homeless students and to provide training on the definitions of terms related to homelessness. (42 USC 11432)~~

Legal Reference:

EDUCATION CODE

~~2558.2 Use of revenue limits to determine average daily attendance of homeless children~~
~~39807.5 Payment of transportation costs by parents~~
~~48850 Educational rights of homeless and foster youth~~
~~48852.5 Notice of educational rights of homeless students~~
~~48852.7 Enrollment of homeless students~~
~~48915.5 Recommended expulsion, homeless student with disabilities~~
~~48918.1 Notice of recommended expulsion~~
~~51225.1-51225.3 Graduation requirement~~

EDUCATION FOR HOMELESS CHILDREN

~~52060-52077 Local control and accountability plan~~

~~CODE OF REGULATIONS, TITLE 5~~

~~4600-4687 Uniform complaint procedures~~

~~UNITED STATES CODE, TITLE 20~~

~~1087vv Free Application for Federal Student Aid; definitions~~

~~1232g Family Educational Rights and Privacy Act~~

~~6311 Title I state plan; state and local educational agency report cards~~

~~UNITED STATES CODE, TITLE 42~~

~~11431-11435 McKinney-Vento Homeless Assistance Act~~

~~12705 Cranston-Gonzalez National Affordable Housing Act; state and local strategies~~

~~Management Resources:~~

~~CALIFORNIA CHILD WELFARE COUNCIL~~

~~Partial Credit Model Policy and Practice Recommendations~~

~~CALIFORNIA DEPARTMENT OF EDUCATION~~

~~Homeless Education Dispute Resolution Process, January 30, 2007~~

~~NATIONAL CENTER FOR HOMELESS EDUCATION PUBLICATIONS~~

~~Homeless Liaison Toolkit, 2013~~

~~U.S. DEPARTMENT OF EDUCATION GUIDANCE~~

~~Dear Colleague letter, July 27, 2016~~

~~Education for Homeless Children and Youth Program, Non-Regulatory Guidance, July 2016~~

~~WEB SITES~~

~~California Child Welfare Council:~~

~~<http://www.chhs.ca.gov/Pages/CACChildWelfareCouncil.aspx>~~

~~California Department of Education, Homeless Children and Youth Education:~~

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

~~National Center for Homeless Education at SERVE: <http://www.serve.org/nche>~~

~~National Law Center on Homelessness and Poverty: <http://www.nlchp.org>~~

~~U.S. Department of Education:~~

~~<http://www.ed.gov/programs/homeless/index.html>~~

State

5 CCR 4600-4670: Uniform complaint procedures

Ed. Code 39807.5: Payment of transportation costs by parents

Ed. Code 48850: Academic achievement of students in foster care and homeless children

Ed. Code 48850-48859: Education of students in foster care and students who are homeless

Ed. Code 48851: Identification of homeless children and youths and unaccompanied youths; housing questionnaire

Ed. Code 48851.5: Local educational agency liaison for homeless children and youths

Ed. Code 48852.5: Notice of educational rights of homeless students

Ed. Code 48852.6: Web site posting of information regarding homelessness

Ed. Code 48852.7: Education of homeless students; immediate enrollment

Ed. Code 48859: Definitions

Ed. Code 48915.5: Recommended expulsion, homeless student with disabilities

Ed. Code 48918.1: Notice of recommended expulsion

Ed. Code 48985: Notices to parents in language other than English

Ed. Code 51225.1-51225.3: Graduation requirements

Ed. Code 52052: Accountability; numerically significant student subgroups

Ed. Code 52060-52077: Local control and accountability plan

EDUCATION FOR HOMELESS CHILDREN

Federal

- 20 USC 1087vv: Free Application for Federal Student Aid; definitions
- 20 USC 1232g: Family Educational Rights and Privacy Act (FERPA) of 1974
- 20 USC 1400-1482: Individuals with Disabilities Education Act
- 20 USC 6311: State plan
- 42 USC 11431-11435: McKinney-Vento Homeless Assistance Act
- 42 USC 12705: Cranston-Gonzalez National Affordable Housing Act; state and local strategies

Management Resources

- California Child Welfare Council: Partial Credit Model Policy and Practice Recommendations
- California Department of Education Publication: 2021-22 Federal Program Monitoring Instrument, May 2021
- California Department of Education Publication: Homeless Education Dispute Resolution Process, March 2020
- National Center for Homeless Education Publication: Homeless Liaison Toolkit, 2020
- U.S. Department of Education Guidance Education for Homeless Children and Youths Program, Non-Regulatory Guidance, August 2018
- Website: California State University
- Website: University of California
- Website: California Department of Education, Homeless Children and Youth Education
- Website: National Center for Homeless Education at SERVE
- Website: National Homelessness Law Center
- Website: U.S. Department of Education - Education for Homeless Children and Youths Grants for State and Local Activities
- Website: California Community Colleges
- Website: California Interscholastic Federation
- Website: California Child Welfare Council

Policy Adopted: ~~01/11/17~~ 04/13/2022

ORCUTT UNION SCHOOL DISTRICT
Orcutt, California

Orcutt Union School District

2021/2022 Resolution No. 10 Classified School Employees Week

Whereas, the education of youth is essential to the future of our community, state, country and world; and

Whereas, classified employees work directly with students, educators, parents, volunteers, business partners and community members; and

Whereas, classified employees support the smooth operation of offices, the safety and maintenance of buildings and property, and the safe transportation, healthy nutrition and direct instruction of students; and

Whereas, our community depends upon and trusts classified employees to serve students; and

Whereas, classified employees, with their diverse talents and true dedication, nurture students throughout their school years

Now Therefore, Be It Resolved, that the Orcutt Union School District Board of Trustees and Administrators proclaims May15-21, 2022 to be Classified School Employees Appreciation Week.

Be it Further Resolved that the Orcutt Union School District Board of Trustees strongly urges employees, parents and community members to join in this observance, recognizing the dedication and hard work of our classified employees.

Adopted this 13th day of April, 2022.

Ayes:

President

Noes:

Absent:

Clerk

Member

Member

Member

Orcutt Union School District

2021/2022 Resolution No. 11 Week of the Teacher May 1-7, 2022

Whereas, quality education represents society's greatest and most lasting gift to new generations; and

Whereas, the future of our district depends largely on the work of dedicated and professional teachers; and

Whereas, teachers have the important task of helping today's students become tomorrow's leaders; and

Whereas, along with academics and instruction, teachers provide students with valuable guidance, support and encouragement; and

Whereas, it is appropriate that all Orcutt District Staff recognize and appreciate the many contributions teachers make to the Orcutt Union School District.

Now Therefore, Be It Resolved, we, the Board of Trustees and Administrators of the Orcutt Union school District, proclaim May 1-7, 2022, as "Week of the Teacher" in Orcutt, California and urge all Orcutt citizens to participate in an observance that expresses their appreciation of our dedicated teaching staff.

Passed and Adopted by the Board of Trustees of the Orcutt Union School District, County of Santa Barbara, State of California, at a regular meeting, the 13th day of April, 2022.

Ayes:

President

Noes:

Absent:

Clerk

Member

Member

Member



ORCUTT Union School District

Where a Dedicated Staff Means Kids Come First

BOARD OF TRUSTEES

SHAUN HENDERSON

LISA MORININI

LIZ PHILLIPS

MARK STELLER

MELANIE WAFFLE

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: April 13, 2022

BOARD AGENDA ITEM: Approval of Tentative Agreement with Orcutt Educators Association (OEA)

BACKGROUND: The District has reached tentative agreement with OEA finalizing negotiations for the 2021-2022 school year

Highlights of the agreement are:

- \$1000 per FTE off schedule salary increase
- 4% on schedule salary increase
- Increase hourly rate to \$45 per hour
- Term through 6/30/2024

RECOMMENDATION: It is recommended that the Board of Trustees ratify the negotiated agreement with the Orcutt Educators Association (OEA).

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



ORCUTT Union School District

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MELANIE WAFFLE

HOLLY EDDS, Ed.D.

District Superintendent

JOE DANA

Assistant Superintendent

SUSAN SALUCCI

Assistant Superintendent

TO: Dr. Holly Edds, Superintendent

FROM: Susan Salucci, Assistant Superintendent/Human Resources

BOARD MEETING DATE: April 13, 2022

BOARD AGENDA ITEM: Approval of a Tentative Agreement with the CA School Employee Association, Chapter 255

BACKGROUND: The District has reached tentative agreement with classified employees
Highlights of the agreement are:

- \$1000 per FTE off schedule salary increase
- 4% on schedule salary increase
- Re-range of 5 positions
 - Office Managers
 - Childcare Assistants
 - Childcare Coordinator
 - Child Nutrition Cashier
 - Child Nutrition Worker

RECOMMENDATION: It is recommended that the Board of Trustees approve the negotiated agreement with the California School Employees' Association for the 2021-22 school year

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



ORCUTT Union School District

Where a Dedicated Staff Means Kids Come First

BOARD OF TRUSTEES

SHAUN HENDERSON
LISA MORININI
LIZ PHILLIPS
MARK STELLER
MELANIE WAFFLE

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: April 13, 2022

BOARD AGENDA ITEM: Approval of Compensation increase Confidential Employees, Certificated Management and Classified Management.

BACKGROUND: The District has agreed to compensate confidential employees and management with the same compensation increase given to both bargaining units.

Highlights of the agreement are as follows:

1. 4% ongoing salary increase, retroactive to July 1, 2021.
2. \$1000 off schedule increase
3. A reschedule of the longevity time schedule to reflect:
 - After 10 years - \$3200
 - After 15 years - \$4600
 - After 20 years - \$6000
 - After 25 years - \$7400

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

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

ORCUTT UNION SCHOOL DISTRICT
Administrative and Management Agreement
Effective April 13, 2022

- 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 10th, 15th, 20th, and 25th years in the district. Longevity increases shall be awarded to classified management after their 10th, 15th, 20th and 25th years in the district per the Classified Management Salary Schedule attached.
- 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
---	-----------

- 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 April 13, 2022

Holly Edds Ed.D., Superintendent

ORCUTT UNION SCHOOL DISTRICT

Classified Management Salary Schedule

2021-22

	I	II	III	IV	V	VI	# of Days
Operations Supervisor	67,937	70,314	72,773	75,322	77,959	80,687	223
Director, Child Care Services	79,185	81,958	84,826	87,793	90,867	94,048	223
Director, Child Nutrition Services	94,048	97,339	100,745	104,272	107,921	111,699	223
Director, Fiscal Services	106,193	109,910	113,756	117,738	121,858	126,123	223
Director, MOT	103,721	107,349	111,107	114,995	119,021	123,186	223

Longevity - Annual

- After 10 Years \$ 3,200
- After 15 Years \$ 4,600
- After 20 Years \$ 6,000
- After 25 Years \$ 7,400

Board Approved _____

ORCUTT UNION SCHOOL DISTRICT

Administrative Salary Schedule

Effective 2021/22

ENTRY LEVEL AT ANY POSITION MAY BE NEGOTIATED AT A SALARY LESS THAN COLUMN I

	I	II	III	IV	V	VI	# of Days
Principal K-6	112,803	116,751	120,838	125,066	129,444	133,974	208
Principal 7-8	115,515	119,559	123,743	128,073	132,554	137,195	213
Full-Time Vice-Principal	100,520	104,038	107,679	111,447	115,348	119,386	200
Executive Director, Special Education	126,199	130,617	135,189	139,920	144,816	149,885	223
Program Specialist, Special Education	100,520	104,038	107,679	111,447	115,348	119,386	200
Executive Director, Technology/Ed Services	126,199	130,617	135,189	139,920	144,816	149,885	223
Executive Director, Curr & Instr	126,199	130,617	135,189	139,920	144,816	149,885	223
Director, Pupil Services	106,247	109,966	113,815	117,797	121,922	126,189	208
Psychologist	94,189	97,486	100,897	104,430	108,084	111,867	196
Administrative Nurse (effective 2007/08)	90,289	93,298	96,413	99,637	103,082	106,426	205
Nurse ***	64,150	66,395	68,718	71,123	73,613	76,189	196

Half-time Vice-Principal

Salary based on placement on Certificated Salary Schedule, plus 10 days at daily rate of pay, plus a \$2,000 stipend for part-time Assistant Principals.

Longevity - Annual

- After 10 Years \$ 3,200
- After 15 Years \$ 4,600
- After 20 Years \$ 6,000
- After 25 Years \$ 7,400

Doctorate - \$1,000 Stipend

***The daily rate of pay will be calculated from either the management or teacher's salary schedule, whichever is higher, based upon education and years of service.

Board Approved _____

ORCUTT ACADEMY CHARTER SCHOOL

Administrative Salary Schedule

2021/22

ENTRY LEVEL AT ANY POSITION MAY BE NEGOTIATED AT A SALARY LESS THAN COLUMN I

	I	II	III	IV	V	VI	# of Days
Principal, K-8	112,803	116,751	120,838	125,066	129,444	133,974	208
Vice Principal	100,520	104,038	107,679	111,447	115,348	119,386	200

***The daily rate of pay will be calculated from either the management or teacher's salary schedule, whichever is higher, based upon education and years of service.

	I	II	III	# of Days
Director, Charter School	131,014	137,566	144,445	215
Principal	129,261	135,724	142,511	213

Doctorate - \$1,000 Stipend

Longevity - Annual

- After 10 Years \$ 3,200
- After 15 Years \$ 4,600
- After 20 Years \$ 6,000
- After 25 Years \$ 7,400

Board Approved April ____, 2022

ORCUTT UNION SCHOOL DISTRICT

CONFIDENTIAL EMPLOYEES AGREEMENT

Effective April, 13, 2022

1. The terms of this agreement shall be in effect until June 30, 2024. Compensation will be determined annually by the Board for each school each year.
2. The work year for the confidential positions identified below shall be as specified, inclusive of paid holidays in accordance with the California School Employees Association, Chapter #255 Contract (Association Contract) and paid vacation and leaves as indicated.

POSITION	WORK YEAR (# of Days)	VACATION (# of Days)
Confidential Administrative Assistant for the Superintendent	261	Per Association Contract
Confidential Administrative Assistant for the Assistant Superintendents in Business Services and Human Resources	261	Per Association Contract

3. A 15% difference between the salary of the Confidential Administrative Assistant for the Superintendent and the salaries of other Confidential Administrative Assistants will be maintained.
4. A 10.5% difference between the three Confidential Administrative Assistants and the Administrative Assistants category of the CSEA Salary Schedule shall be maintained. It is understood that this differential will increase if confidential employees receive a compensation adjustment higher than that received by the classified bargaining unit. It is further understood that confidential employees will not receive a smaller differential than the previous year.

Longevity increments will be compensated per the management longevity schedule which is as follows:

After 10 years - \$3200
After 15 years - \$4600
After 20 years - \$6000
After 25 years - \$7400

5. For Confidential employees, the District will contribute up to the following amounts to health benefits for confidential employees:

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 confidential employee.

6. The terms of this agreement are subject to the availability of funds.
7. In accordance with 1975/76 Resolution #J, Confidential Designation Under the Rodda Act, adopted by the Board of Trustees on March 10, 1976, benefits and compensation for confidential employees shall be not less than those received by members of the basic classified unit. 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.
8. Application of compensation is separate, distinct, and not tied to the Association Contract. Percentage increases for confidential employees shall not be less than percentage increases received by members of the classified bargaining unit.
9. If mutually agreed between the Board of Trustees and the confidential employees, this contract is subject to yearly review.

Adopted by the Board of Trustees April 13, 2022

Holly Edds, Ed.D., Superintendent

ORCUTT UNION SCHOOL DISTRICT

Confidential Salary Schedule

Effective 2021/22

	I	II	III	IV	V	VI
Superintendent, Administrative Asst.	5,600	5,880	6,173	6,483	6,805	7,147
Administrative Assistant	4,870	5,113	5,368	5,638	5,917	6,215

Longevity - Annually

- After 10 Years \$ 3,200
- After 15 Years \$ 4,600
- After 20 Years \$ 6,000
- After 25 Years \$ 7,400

Board Approved April __, 2022



ORCUTT Union School District

Where a Dedicated Staff Means Kids Come First

BOARD OF TRUSTEES

SHAUN HENDERSON

LISA MORININI

LIZ PHILLIPS

MARK STELLER

MELANIE WAFFLE

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: April 13, 2022

BOARD AGENDA ITEM: Approval of Compensation Increase for Contracted Positions

BACKGROUND: The District holds individual 223 day employment agreements (“contracts”) with the Assistant Superintendent of Educational Services, and Assistant Superintendent of Human Resources. These agreements state they shall receive increases at least equal to the on-schedule and off-schedule salary adjustment(s) received by other management personnel. The salary increases are as follows:

- \$1000 off schedule salary increase
- 4% on schedule salary increase
- A reschedule of the longevity time schedule to reflect:
 - After 10 years - \$3200
 - After 15 years - \$4600
 - After 20 years - \$6000
 - After 25 years - \$7400

RECOMMENDATION: It is recommended that the Board of Trustees grant the reschedule of longevity, a \$1000 off schedule salary increase as well as a 4% on schedule salary increase to the Assistant Superintendent of Educational Services and Assistant Superintendent of Human Resources.

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

ORCUTT UNION SCHOOL DISTRICT

Cabinet Salary Schedule

Effective 2021/22

STEP	RANGE			# of Days
	A	B	C	
1	144,663	147,932	151,334	223
2	149,002	152,509	156,016	223
3	153,472	157,083	160,696	223
4	158,076	161,796	165,518	223
5	162,817	166,650	170,482	223
6	166,887	170,815	174,743	223

Salary Classifications

Range A: Placement is based on a B.A./B.S. only

Range B: Placement is based on a B.A./B.S., plus a Masters degree

Range C: Placement is based on a Doctorate Degree

Longevity - Annual

After 10 Years \$ 3,200

After 15 Years \$ 4,600

After 20 Years \$ 6,000

After 25 Years \$ 7,400

Board Approved April __, 2022



ORCUTT Union School District

Where a Dedicated Staff Means Kids Come First

BOARD OF TRUSTEES

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LIZ PHILLIPS

MARK STELLER

MELANIE WAFFLE

HOLLY EDDS, Ed.D.

District Superintendent

JOE DANA

Assistant Superintendent

SUSAN SALUCCI

Assistant Superintendent

TO: Board of Trustees

FROM: Susan Salucci, Assistant Superintendent/Human Resources

BOARD MEETING DATE: April 13, 2022

BOARD AGENDA ITEM: Ratification of Addendum Number 2 to the Employment Agreement with Dr. Holly Edds, Superintendent.

BACKGROUND: The Superintendent shall receive a one-time payment of \$1,000 consistent with all other employee groups. The Superintendent's salary schedule shall be increased by 4% effective July 1, 2021.

Dr. Edds salary for the 2021-2022 school year will be \$205,844 and her longevity and health and welfare benefits shall be consistent with other similarly situated certificated administrators.

FINANCIAL CONSIDERATIONS:

The costs described above of this agreement apply to the General Fund and are within the amount previously budgeted.

RECOMMENDATION: It is recommended that the Board of Trustees ratify the Addendum Number 2 to the Employment Agreement with Dr. Holly Edds, Superintendent of the Orcutt Union School District.

ORCUTT UNION SCHOOL DISTRICT
SUPERINTENDENT EMPLOYMENT AGREEMENT
ADDENDUM NUMBER 2

This addendum to the Employment Agreement is agreed by the Board of Trustees of the Orcutt Union School District (“Board”) and Dr. Holly Edds (“Superintendent”) to.

WHEREAS, the Superintendent’s salary in her first year with the District was \$190,000.

WHEREAS, the Superintendent’s salary schedule was increased by 1% effective July 1, 2021 and the Superintendent’s salary at the beginning of 2021-2022 school year was \$197,927 on Step 2.

WHEREAS, all other employee groups in the District received a 4% raise for the 2021-2022 school year effective July 1, 2021.

NOW, THEREFORE, the Board and the Superintendent agree to this Addendum Number Two to modify the original Employment agreement between the District and the Superintendent dated May 13, 2020, as follows:

Compensation

1. The Superintendent’s salary schedule shall be increased by 4% effective July 1, 2021, as reflected below, consistent with all other employee groups. The Superintendent shall remain on Step 2 of the salary schedule for the remainder of the 2021-2022 school year.

Superintendent Salary Schedule	
Step/School Year	Salary
Step 1: 2020-2021	\$190,000
Step 2: 2021-2022	\$205,844
Step 3: 2022-2023	\$212,019
Step 4: 2023-2024	\$218,380

2. The Superintendent shall receive a one-time payment of \$1,000.00 for services during the 2021-2022 school year consistent with all other employee groups.
3. The Superintendent’s longevity pay shall be consistent with all other certificated administrators.

Except for the changes to the Compensation of the Agreement, all other terms and conditions of the Agreement shall continue in full force and effect and are not modified.

This Addendum is subject to ratification by the Governing Board.

 Dr. Holly Edds
 Superintendent

 Date

 Mark Steller
 Board President

 Date



ORCUTT Union School District

HUMAN RESOURCES MEMORANDUM

TO: Dr. Holly Edds
District Superintendent

FROM: Susan Salucci
Assistant Superintendent of Human Resources

DATE: April 13, 2022

RE: National University Unpaid Student Teaching, Field Experience and Practicum Agreement

BACKGROUND: National University is requesting approval of the Unpaid Student Teaching, Field Experience and Practicum Agreement with the Orcutt Union School District for the Teacher Candidacy Program.

RECOMMENDATION: It is recommended that the Board of Trustees approve the National University Unpaid Student Teaching, Field Experience and Practicum Agreement for Teacher Candidacy Program with the Orcutt Union School District.

FUNDING: N/A



UNPAID STUDENT TEACHING, FIELD EXPERIENCE AND PRACTICUM AGREEMENT

This agreement, effective on March 14, 2022, made by and between National University, a California non-profit public benefit corporation (the "University") and Orcutt Union Elementary School District, who have partnered for the purpose of providing contractual services for students, or state-supported TK-12 educational service unit, which is located at 500 Dyer St., Orcutt, CA 93455-5300, USA (individually or collectively, "Institution"), with reference to the following facts:

RECITALS

- 1.1 Section 35160 of the California Education Code provides that the governing board of any Institution may initiate and carry on any program or activity or may otherwise act in any manner which is not in conflict with, or inconsistent with, or pre-empted by, any law and which is not in conflict with the purposes for which the Institution is established.
- 1.2 An agreement by Institution to provide student teaching or practicum field experience to candidates enrolled in an education credential program offered by an institution of higher education approved by the California Commission on Teacher Credentialing (the "CTC") is not inconsistent with the purposes for which the Institution is established.
- 1.3 University is accredited by WASC Senior College and University Commission (WSCUC). University has met all of the preconditions prescribed by the California Commission on Teacher Credentialing (CTC) to offer the following internship credential programs ("Programs"): Inspired Teaching and Learning, Teacher Education Internship Credential, Special Education Internship Credential, Preliminary Administrative Services Internship Credential, and Pupil Personnel Services Internship Credential - School Counseling, Pupil Personnel Services Internship Credential - School Psychology.
- 1.4 The University desires that the Institution provide student teaching to candidates enrolled in the University's teacher training curricula and/or practicum field experience to candidates enrolled in the University's student counseling or school psychology and other credential curricula. The Institution agrees to provide such student teaching and/or practicum field experience on the terms and conditions specified in this Agreement.

DEFINITIONS

- 2.1 "Institution" shall be inclusive of any District, Charter or School.
- 2.2 "Candidate" shall refer to a student enrolled in a program at the University which is approved by the CTC, and which leads to an education credential.
- 2.3 "Site Support Provider" (SSP) shall refer to an employee of the Institution holding a valid, clear teaching credential issued by the CTC typically with three or more years teaching experience.
- 2.4 Candidates actively participate in the duties and functions of a teacher, school administrator, school counselor or school psychologist under the direct supervision and instruction of one or more SSP.
- 2.5 "University Support Provider" (USP) shall refer to an employee of the University holding a valid credential issued by the CTC, a Pupil Personnel Services credential or equivalent certification recognized by the Institution typically with 3 or more years' experience as a teacher, school administrator, school counselor, school psychologist or other education specialist.
- 2.6 "Clinical Practice" are the hours of student teaching, practicum and field experiences that vary depending upon the specific program requirements
- 2.7 "Quarter Unit" shall refer to the amount of academic credit earned by a Candidate through the successful completion as determined by the University of approximately 25 hours of Student Teaching or between 20 to 40 hours of Practicum.

Teacher Education and Special Education Definitions:

2.8 "Student Teaching" shall refer to the active participation by a Candidate in the duties and functions of classroom teaching under the direct supervision and instruction of one or more SSP holding the same credential as the Candidate they support.

2.9 "Student Teaching Assignment" shall typically refer to a full day of Student Teaching, 5 days a week for 12 to 18 weeks, dependent upon program. Student Teaching Assignments shall satisfy all requirements of the CTC.

Pupil Professional Services (PPS) Definitions:

2.10 "Practicum" shall refer to the participation by a Candidate in the duties and functions of a school counselor, school psychologist, school social worker, or school attendance worker under the direct supervision and instruction of one or more SSP in order to develop the Candidate's abilities in various aspects of their respective program.

2.11 "Practicum Assignment" shall consist of between 90 and 600 hours of Practicum depending upon the specific program requirements.

2.12 "Field Experience" shall refer to the participation by a Candidate in the duties and functions of a school counselor or psychologist under the direct supervision and instruction of a credentialed SSP. Under the supervision of one or more SSP, candidates shall be provided with the opportunity to demonstrate the full range of skills acquired during practicum, develop additional knowledge and skills, and provide direct and indirect services to pupils, parents, and school staff in all areas of training. Field Experience hours, location of participation, and qualifications vary depending upon the specific program requirements.

TERMS AND CONDITIONS

3.1 Student Teaching, Field Experience and/or Practicum. The Institution shall provide University Candidates with Student Teaching, Field Experience and/or Practicum in schools and classes of the Institution under the direct supervision and instruction of a SSP as defined in Sections 2.3 and 2.5. The University and the Institution from time to time shall agree as to the number of Candidates assigned to the Institution for Student Teaching, Field Experience and/or Practicum.

3.2 Institution Determination. The Institution at their sole discretion may refuse to accept, or may terminate, any Candidate assigned to the Institution for Student Teaching, Field Experience and/or Practicum based upon its good faith determination that the Candidate is not performing to the standards of the Institution. Upon written notification by the Institution, the University shall promptly terminate the Candidate's assignment to the Institution.

3.3 University Determination. The University shall determine the number of units of Student Teaching, Field Experience and/or Practicum each Candidate shall receive. Candidates shall be able to be eligible for more than one Student Teaching, Field Experience, and/or Practicum Assignment at the Institution.

3.4 Institution Reimbursement. University shall provide the Institution for supervision of Student Teaching, Field Experience and/or Practicum at the completion of each semester or quarter, based on the number of units earned by the student teacher or by a predetermined amount. Institution shall submit an invoice based on generated report received from the University Honorarium Specialist. Honorarium provided is based on the amount set forth in "Exhibit A" for supervision of University Candidate(s). The total honorarium amount for supervision per Student shall not exceed six hundred dollars (\$600). Institution acknowledges University Payment depends on the length of supervision where long and/or short assignments are assessed on a pro-rated basis, as set forth in "Exhibit A." Upon receipt of invoice correlating to the University's Honorarium Specialist report, University shall pay the Institution at earliest convenience following the date the Institution's invoice is received.

3.5 Insurance. The Institution and the University will obtain and maintain a broad form commercial general liability insurance policy with coverage of at least one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate, with no exclusion for molestation or abuse. The Parties will provide proof of such insurance upon execution of this Agreement to each other. For purposes of this Agreement, each of the Parties will provide workers' compensation insurance coverage for their own employees, and Candidates are not employees of the Institution.

3.6 Termination of Assignment. In the event a Student Teaching Assignment or Practicum Assignment is terminated before it is completed, the Institution shall receive reimbursement of costs at the rate provided in Section 3.4 pro-rated to the nearest completed Quarter Unit.

3.7 Representations. The University represents that all Candidates assigned to the Institution for Student Teaching or Practicum are validly enrolled in a University credential program approved by the CTC. The University makes no other representation, express or implied, about, or assumes any responsibility for, the Candidate's fitness or qualification to participate in the Student Teaching or Practicum. Nothing in this Agreement shall be construed as a delegation by the Institution to the University of any of the Institution's duties and responsibilities for operation or supervision of the schools or classes of the Institution.

3.8 Certificate of Clearance. In accordance with California Education Code Section 44320, each credential candidate prior to assignment to Institution must obtain at their sole expense a "Certificate of Clearance," which includes a complete Live Scan Service. The University will ensure that Candidates receive a Certificate prior to beginning their assignment in the Institution or hold a valid document issued by the CTC accounting for fingerprint clearance.

3.9 Tuberculosis Clearance. In accordance with California Education Code Section 49406, each credential candidate prior to assignment to Institution must obtain at the candidate's sole expense an examination by a licensed physician or surgeon within the past 60 days to determine that they are free of active tuberculosis, prior to beginning the candidate's assignment in the Institution.

3.10 Video Assessment. Institution and University agree the use of video recording equipment on any Institution property, including but not limited to, Institution classrooms, is solely for the purpose of assessing student teachers as part of the credentialing process. The Institution shall provide SSP with any or all applicable rules, regulations, and instructions relating to the assessment of student teachers. The University and Institution agree no video recording of any student teacher will occur without prior written notification of the name of the student teacher as well as date, time, and location of the video recording to the principal of the school where the video recording is to take place. Principal of the school within the Institution shall provide written approval of said recording; subject to the parent/guardian authorizations set forth in section 3.12 of this agreement.

3.11 Control, Supervision, Evaluation of Video Recording. The control, supervision, evaluation, and/or direction of all candidate teachers and any other University personnel in connection with the assessment of the candidate teachers, including, but not limited to, all classroom video recording of the candidate teachers, shall be at the University's sole discretion.

- a. The University and Institution agree no video recording of any Institution student shall be permitted to occur without the express written approval and authorization from the students' parent/guardian, or in accordance with Institution's policy.

3.12 Confidentiality of Student Records. For purposes of this Agreement and any University Program Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), University designates Institution and its Facilities/Educational Sites as having a legitimate educational interest in the educational records of any Candidate who participates in the Student Teaching and Practicum experience to the extent that access to the records is required by Institution programs or facilities to which the Candidate is assigned to carry out the relevant educational experience. Institution and its organizational components (i.e., programs) agree to maintain the confidentiality of each Student's educational record in accordance with the provisions of FERPA.

3.13 Confidentiality of Institution Pupil Records. No Candidate will have access to or have the right to receive any Institution pupil records, except to the extent necessary in the regular course of assisting in providing services to pupils as part of the Student Teaching or Practicum experience. The discussion, transmission, or narration in any form by Candidates of any individually identifiable pupil information, educational, medical or otherwise, which is obtained in the course of the Student Teaching or Practicum experience, is forbidden except as a necessary part of the practical experience. To the extent a Candidate is given access, they are subject to the privacy regulations outlined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended ("FERPA"). Otherwise, Candidates shall use de-identified information only (and not personally identifiable pupil information) in any discussions about the Student Teaching or Practicum experience with University, its employees, agents or others.

3.14 Publicity. Neither University nor Institution shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement, without the prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without its prior written consent.

3.15 Unpaid Student Teaching and Practicum Parameters. University and Institution agrees and understand that Unpaid

Candidates are not employees of the Institution and are not entitled to benefits of any kind or nature normally provided employees of the Institution and/or to which employees are normally entitled, including but not limited to, State Unemployment Compensation or Workers' Compensation. Candidates' primary coverage for Candidate injuries shall be Students' personal medical insurance. Institution further understands and agrees to the following pursuant to the Fair Labor and Standards Act ("FLSA"):

- a. Candidate and Institution understand that there is no expectation of compensation;
- b. The Field Experience is similar to that which would be given in an educational environment;
- c. The Field Experience is tied to the Candidate's formal education program by integrated coursework or the receipt of academic credit;
- d. The Field Experience timeframe with the Candidate and Institution corresponds to program in which the Candidate is enrolled;
- e. The duration of the Field Experience for each Candidate is limited to the duration of time either to complete the practicum hours or the end of the course;
- f. The Candidate's Field Experience compliments, rather than displaces, the work of paid employees while providing significant educational benefits to the Candidate; and
- g. Institution understands that Candidate is participating in the Field Experience for experience and is not entitled to a job at the conclusion of the Field Experience.

3.16 Institution SSP must complete an orientation to the program's expectations to be knowledgeable regarding program curriculum and assessments. For Teacher Education and Special Education support, SSP orientation includes a minimum of 10 hours of initial orientation provided through National University 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 Teaching Performance Expectations (TPEs) and the California Teaching Performance Assessment (CalTPA) or Educational Specialist California Teaching Performance Assessment (EdSp CalTPA).

3.17 Institution with Student Teachers, Practica, field experience, and/or practicum candidates must have a fully qualified administrator.

3.18 As applicable to a particular program, University may require use of video capture for candidate reflection and CalTPA, EdSp CalTPA, or CalAPA (California Administrator Performance Association) 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. Institution shall inform Credential Student Teachers of video recording policies in place for the CalTPA, EdSp CalTPA, or CalAPA task video capture requirement.

3.19 Infectious Diseases. Institution shall inform and advise Interns and any USP regarding the current status of infectious diseases at Institution prior to arriving on site as well as provide appropriate PPE.

GENERAL PROVISIONS

4.1 Term. The term of this Agreement shall commence as of the Effective Date above and shall continue until terminated in accordance with the terms and conditions in this Agreement upon thirty (30) days written notice by either party of its intent to terminate this Agreement. Provided, however, all Candidates receiving Student Teaching or Practicum from the Institution as of the date of such notice shall be permitted to complete their Student Teaching Assignment or Practicum Assignment so long as said Candidate is not the cause of the termination of the agreement.

4.2 Attorney's Fees. In the event any party hereto commences litigation for the interpretation, specific performance, or damages for the breach of this Agreement, the prevailing party shall be entitled to a judgment or award against the other in an amount equal to reasonable attorney's fees and expenses incurred, together with all other appropriate legal or equitable relief.

4.3 Notices. All notices, demands, or other communications given under this Agreement shall be in writing and shall be deemed to have been duly given as of the second business day after mailing by United States mail, postage pre-paid addressed to the addresses on page four hereof, or to such other address or to such other person as any party hereto shall designate to the other for such purposes in the manner hereinabove set forth. Personal delivery of such notice, demand, or communication may also be made to the above-described addressees and shall be deemed given as of the date of such delivery.

4.4 Integration Clause. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, are merged herein. No modification, waiver, amendment, discharge, or change to the Agreement shall be valid

unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

4.5 Miscellaneous Provisions. This Agreement (i) shall be binding upon and inure to the benefit and be enforceable by the parties hereto and their respective legal representatives, successors, or assigns, (ii) may be executed in any number of counter-parts, each of which may be deemed to be an original, but all of which together shall constitute one and the same instrument, (iii) shall be construed and enforced in accordance with the laws of the State of California, and (iv) has been executed at San Diego, California as of the last date set forth below.

4.6 Mutual Indemnification. University shall defend, indemnify and hold Institution, its Board, officers, employees, agents, and volunteers harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or resulting from the negligent or intentional acts or omissions of University, its Board, officers, agents, or candidates.

Institution shall defend, indemnify and hold University, its Board, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Institution, its Board, officers, agents, employees or volunteers.

4.7 Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be communicated to the other party in writing in advance of any filed litigation to provide the parties a further opportunity to reach a resolution by means of formal mediation.

4.8 Limitation of Liability. Limitation of Liability, except for obligations to make payment under this Contract, Liability for Indemnification, Liability for Breach of Confidentiality, or Liability for Infringement or Misappropriation of Intellectual Property Rights, in no event shall either Party or any of its Representatives be liable under this Contract to the other Party of any Third Party for Consequential, Indirect, Incidental, Special, Exemplary, Punitive, or Enhanced Damages, Lost Profits or Revenues or Diminution in Value arising out of, or relating to, and/or in connection with any Breach of this Contract, regardless of whether such damages were foreseeable, whether or not it was advised of the possibility of such damages and the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

4.9 Non-Discrimination. The Parties agree not to discriminate against any pupil, employee or candidate of or relating to this Agreement or the Services on the basis of race, color, religion, sex, ancestry, age, national origin or disability (as defined in The Americans with Disabilities Act of 1990, 42 USC 12101, et seq. and any regulation promulgated thereunder) or any other unlawful basis.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the date first written above.

National University

Orcutt Union Elementary School District

By: _____
Dave C. Lawrence, MBA, Ed.D.
Vice Chancellor, Finance

By: _____
Name: Holly Edds, Ed.D.
Title: District Superintendent

Dated: _____

Dated: _____

University Contact Information
Contract Coordinator
National University
9980 Carroll Canyon Road
San Diego, CA 92131
(858) 642-8310
credcontracts@nu.edu

Telephone: 805-938-8907
Address: 500 Dyer Street
Orcutt, CA 93455

EXHIBIT A

Student Teaching, Field Experience & Practicum Programs

Institution and University wish to partner to support the following Student Teaching & Practicum Programs:

- Inspired Teaching and Learning Teacher Education Credential
- Special Education Credential
- Preliminary Administrative Services Credential
- Pupil Personnel Services Credential: School of Counseling
- Pupil Personnel Services Credential: School of Psychology

Honorariums:

University shall reimburse Institution a predetermined amount for supervision of each Candidate teaching or practicum course. Total honorarium amount per Candidate shall not exceed six hundred (\$600) dollars. Institution must submit an invoice based on generated report received from University Honorarium Specialist.

1. Honorariums are based on amount of supervision to include the following programs: **Inspired Teaching and Learning Teacher Education Credential; Special Education Credential; and Preliminary Administrative Services Credential.** Student Teaching and Practicum courses each carry a honorarium amount of \$300 per course. See breakdown below:

Traditional Setting			Block Setting		
One Period	25%	\$300 x .25 = \$75	One Period	33%	\$300 x .33 = \$99 rounded to \$100
Two Periods	50%	\$300 x .50 = \$150	Two Periods	66%	\$300 x .66 = \$198 rounded to \$200
Three Periods	75%	\$300 x .75 = \$225	Three Periods	100%	3 periods = \$300
Four or More Periods	100%	4 periods or more = \$300	*****	*****	*****

2. Honorariums for Practicum courses for the following programs: **Pupil Personnel Services Credential: School of Counseling and Pupil Personnel Services Credential: School of Psychology.** Programs are \$150.00 each. See breakdown below:

Traditional Setting			Block Setting		
One Period	25%	\$37.50	One period	33%	\$50.00
Two Periods	50%	\$75.00	Two Periods	66%	\$100.00
Three Periods	75%	\$112.50	Three Periods	100%	\$150.00
Four Periods	100%	\$150.00	*****	*****	*****



Orcutt Union School District Human Resource Department

500 Dyer Street • Orcutt, California, 93455 • 805.938.8914

TO: Board of Trustees
Holly Edds, Ed.D.

FROM: Susan Salucci, Assistant Superintendent, Human Resources

BOARD MEETING DATE: April 13, 2022

BOARD AGENDA ITEM: Board Policy 4030 Nondiscrimination in Employment

BACKGROUND: Board Policy 4030 has been updated to reflect **New Law (SB 331, 2021)** which makes unlawful a district's use of a nondisparagement agreement or other document that would deny an employee the right to disclose information about unlawful acts in the workplace, in exchange for a raise or bonus, with respect to any complaint or claim that involves workplace harassment or discrimination, not just those relating to sexual harassment or sexual assault. The Policy has also been updated to reflect **New Law (SB 807, 2021)** that makes it an unlawful employment practice for an employer to fail to maintain certain records in accordance with the law, particularly when a workplace discrimination or harassment complaint has been filed with the California Department of Fair Employment and Housing.

FINANCIAL IMPACT: No Financial Impact at this time

RECOMMENDATION: It is recommended that the Board of Trustees approve the revisions to Board Policy 4030 Nondiscrimination in Employment for the first reading and that it be placed on the next Consent Agenda for the second reading.

NONDISCRIMINATION IN EMPLOYMENT

~~All Personnel~~

The Governing Board is determined to provide a safe, positive environment where all district employees are assured of full and equal employment access and opportunities, protection from harassment or intimidation, and freedom from any fear of reprisal or retribution for asserting their employment rights in accordance with law. **For purposes of this policy shall apply to all district employees include** job applicants, interns, volunteers, and persons who contracted with the district to provide services, as applicable.

- ~~(cf. 1240—Volunteer Assistance)~~
- ~~(cf. 1240—Volunteer Assistance)~~
- ~~(cf. 3312—Contracts)~~
- ~~(cf. 3600—Consultants)~~
- ~~(cf. 4111/4211/4311—Recruitment and Selection)~~

No district employee shall be discriminated against or harassed by any coworker, supervisor, manager, or other person with whom the employee comes in contact in the course of employment, on the basis of the employee's actual or perceived race, color, ancestry, national origin, age, religious creed, marital status, pregnancy, **physical or** mental disability, medical condition, genetic information, veteran or military status, gender, sex, sexual orientation, gender, gender identity, gender expression, or association with a person or group with one or more of these actual or perceived characteristics.

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

The district shall not inquire into any employee's immigration status nor discriminate against an employee on the basis of immigration status, unless there is clear and convincing evidence that the district is required to do so in order to comply with federal immigration law. (2 CCR 11028)

Discrimination in employment based on the characteristics listed above is prohibited in all areas of employment and in all employment-related practices, including the following:

1. ~~Discrimination in~~ Hiring, compensation, terms, conditions, and other privileges of employment

- ~~(cf. 4151/4251/4351—Employee Compensation)~~
- ~~(cf. 4154/4254/4354—Health and Welfare Benefits)~~

2. Taking of an adverse employment action, such as termination or the denial of employment, promotion, job assignment, or training
3. Unwelcome conduct, whether verbal, physical, or visual, that is so severe or pervasive as to adversely affect an employee's employment opportunities, or that has the purpose or effect of unreasonably interfering with the individual's work performance or creating an intimidating, hostile, or offensive work environment
4. Actions and practices identified as unlawful or discriminatory pursuant to Government Code 12940 or 2 CCR 11006-11086, such as:

- a. Sex discrimination based on an employee's pregnancy, childbirth, breastfeeding, or any related medical condition or on an employee's gender, gender expression, or gender identity, including transgender status

~~(cf. 4033—Lactation Accommodation)~~

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

- b. Religious creed discrimination based on an employee's religious belief or observance, including religious dress or grooming practices, or based on the district's failure or refusal to use reasonable means to accommodate an employee's religious belief, observance, or practice which conflicts with an employment requirement.
- c. ~~Requirement for a~~ medical or psychological examination of a job applicant, or an inquiry into whether a job applicant has a mental or physical disability or a medical condition or as to the severity of any such disability or condition, without the showing of a job-related need or business necessity

~~(cf. 4119.41/4219.41/4319.41—Employees with Infectious Disease)~~

- d. Failure to make reasonable accommodation for the known physical or mental disability of an employee or to engage in a timely, good faith, interactive process with an employee who has requested such accommodations in order to determine the effective reasonable accommodations, if any to be provided to the employee.

~~(cf. 4032—Reasonable Accommodation)~~

The Board also prohibits retaliation against any district employee who opposes any discriminatory employment practice by the district or its employees, agents, or representatives or who complains, **reports an incident**, testifies, assists, or in any way participates in the district's complaint process pursuant to this policy. No employee who requests an accommodation for any protected characteristic listed in this policy shall be subjected to any punishment or sanction, regardless of whether the request was granted. (Government Code 12940; CCR 11028)

No employee shall, in exchange for a raise or bonus or as a condition of employment or continued employment, be required to sign any document that releases the employee's right to file a claim against the district or to disclose information about harassment, **discrimination**, or other unlawful **acts in the workplace, including any conduct that the employee has reasonable cause to believe is unlawful.** ~~employment practices.~~ (Government Code 12964.5)

Complaints concerning employment discrimination or harassment or retaliation shall immediately be investigated in accordance with procedures specified in the accompanying administrative regulation.

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment, including harassment of an employee or nonemployee, shall report the incident to the Superintendent or designated coordinator as soon as practical after the incident. All other employees are encouraged to report such incidents to their supervisor immediately. ~~The district shall protect any employee who reports such incidents from retaliation.~~

NONDISCRIMINATION IN EMPLOYMENT

The Superintendent or designee shall use all appropriate means to reinforce the district's nondiscrimination policy, including providing training and information to employees about how to recognize harassment, discrimination, or other ~~related~~ prohibited conduct, how to respond appropriately, and components of the district's policies and regulations regarding discrimination. The Superintendent or designee shall regularly review the district's employment practices and, as necessary, shall take action to ensure district compliance with the nondiscrimination laws.

Any district employee who engages in prohibited discrimination, harassment, or retaliation or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior in violation of this policy shall be subject to disciplinary action, up to and including dismissal.

(~~cf. 4118—Dismissal/Suspension/Disciplinary Action~~)

(~~cf. 4218—Dismissal/Suspension/Disciplinary Action~~)

Legal Reference:

EDUCATION CODE

200-262.4, Prohibition of discrimination

CIVIL CODE

51.7 Freedom from violence or intimidation

GOVERNMENT CODE

11135 Unlawful discrimination

11138 Rules and regulations

12900-12996 Fair Employment and Housing Act

PENAL CODE

422.56 Definitions, hate crimes

CODE OF REGULATIONS, TITLE 2

~~11006-11086 Discrimination in employment~~

~~11013 Recordkeeping~~

~~11019 Terms, conditions and privileges of employment~~

~~11023 Harassment and discrimination prevention and correction~~

~~11024 Sexual harassment training and education~~

CODE OF REGULATIONS, TITLE 5

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

UNITED STATES CODE, TITLE 20

~~1681-1688 Title IX of the Education Amendments of 1972~~

UNITED STATES CODE, TITLE 29

~~621-634 Age Discrimination in Employment Act~~

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

UNITED STATES CODE, TITLE 42

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

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

~~2000ff-2000ff-11 Genetic Information Nondiscrimination Act of 2008~~

~~2000h-2-2000h-6 Title IX, of the Civil Rights Act of 1964~~

~~6101-6107 Age discrimination in federally assisted programs~~

~~12101-12213 Americans with Disabilities Act~~

CODE OF FEDERAL REGULATIONS, TITLE 28

~~35.101-35.190 Americans with Disabilities Act~~

~~CODE OF FEDERAL REGULATIONS, TITLE 34~~

~~100.6 Compliance information~~

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

~~104.8 Notice~~

~~106.8 Designation of responsible employee and adoption of grievance procedures~~

~~106.9 Dissemination of policy~~

~~110.1-110.39 Nondiscrimination on the basis of age~~

~~COURT DECISIONS~~

~~Thompson v. Neath American Stainless LP, (2011) 131 S. Ct. 863~~

~~Shepard v. Loyola Marymount (2002) 102 CalApp.4th 837~~

~~Management Resources:~~

~~CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING PUBLICATIONS~~

~~California Law Prohibits Workplace Discrimination and Harassment, December 2014~~

~~U.S. DEPARTMENT OF EDUCATION, OFFICE OF CIVIL RIGHTS~~

~~Notice of Non-Discrimination, August 2010~~

~~U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION~~

~~EEOC Compliance Manual~~

~~Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors, June 1999~~

~~WEB SITES~~

~~California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>~~

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

~~U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>~~

State

2 CCR 11006-11086: Discrimination in employment

2 CCR 11023: Harassment and discrimination prevention and correction

2 CCR 11024: Required training and education on harassment based on sex, gender identity and expression, and sexual orientation

2 CCR 11027-11028: National origin and ancestry discrimination

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

Civ. Code 51.7: Freedom from violence or intimidation

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

Gov. Code 11135: Unlawful discrimination

Gov. Code 11138: Rules and regulations

Gov. Code 12900-12996: Fair Employment and Housing Act

Gov. Code 12940-12952: Unlawful employment practices

Gov. Code 12960-12976: Unlawful employment practices; complaints

Pen. Code 422.56: Definitions, hate crimes

Federal

20 USC 1681-1688: Title IX of the Education Amendments of 1972

28 CFR 35.101-35.190: Americans with Disabilities Act

29 USC 621-634: Age Discrimination in Employment Act

29 USC 794: Rehabilitation Act of 1973, Section 504

34 CFR 100.6: Compliance information

34 CFR 104.7: Designation of responsible employee for Section 504

34 CFR 104.8: Notice

34 CFR 106.8: Designation of responsible employee and adoption of grievance procedures

34 CFR 106.9: Severability

34 CFR 110.1-110.39: Nondiscrimination on the basis of age

42 USC 12101-12213: Equal opportunity for individuals with disabilities
42 USC 2000d-2000d-7: Title VI, Civil Rights Act of 1964, as amended
42 USC 2000e-2000e-17: Title VII, Civil Rights Act of 1964, as amended
42 USC 2000ff-2000ff-11: Genetic Information Nondiscrimination Act of 2008
42 USC 2000h-2-2000h-6: Title IX of the Civil Rights Act of 1964
42 USC 6101-6107: Age discrimination in federally assisted programs

Management Resources

CA Dept of Fair Employment and Housing Publication: Transgender Rights in the Workplace

CA Dept of Fair Employment and Housing Publication: California Law Prohibits Workplace Discrimination and Harassment

CA Dept of Fair Employment and Housing Publication: Workplace Harassment Guide for California Employers

CA Dept of Fair Employment and Housing Publication: Your Rights and Obligations as a Pregnant Employee

Court Decision: Shephard v. Loyola Marymount, (2002) 102 Cal.Appl 4th 837

Court Decision: Thomson v. North American Stainless LP, (2011) 131 S.Ct. 863

U.S. DOE Office for Civil Rights Publication: Notice of Non-Discrimination, August 2010

U.S. Equal Employment Opportunity Comm Publication: Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors, June 1999

U.S. Equal Employment Opportunity Comm Publication: EEOC Compliance Manual

Website: California Department of Fair Employment and Housing

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

Website: U.S. Equal Employment Opportunity Commission

Policy Adopted: ~~09-11-19~~ 5/11/22

ORCUTT UNION SCHOOL DISTRICT
Orcutt, California



ORCUTT Union School District

Where a Dedicated Staff Means Kids Come First

BOARD OF TRUSTEES

SHAUN HENDERSON
LISA MORININI
LIZ PHILLIPS
MARK STELLER
MELANIE WAFFLE

HOLLY EDDS, Ed.D.
District Superintendent
JOE DANA
Assistant Superintendent
SUSAN SALUCCI
Assistant Superintendent

TO: Board of Trustees

FROM: Susan Salucci, Assistant Superintendent/Human Resources

BOARD MEETING DATE: April 13, 2022

BOARD AGENDA ITEM: Approval of Assistant Superintendent, Business Services Contract

BACKGROUND: The opening for Assistant Superintendent was flown, interviews held, and final selection made.

FINANCIAL CONSIDERATIONS:

The Assistant Superintendent will be appropriately placed on the Senior Management salary schedule with a salary of \$151,334.00. All other compensation including health and life insurance benefits will be consistent as those granted to similarly situated senior management personnel.

RECOMMENDATION: It is recommended that the Board of Trustees approve the Employment Agreement with Sandra Knight, J.D., Assistant Superintendent of the Orcutt Union School District.

**EMPLOYMENT AGREEMENT
BETWEEN
THE ORCUTT UNION SCHOOL DISTRICT
AND
SANDRA KNIGHT, Esq.
ASSISTANT SUPERINTENDENT, BUSINESS SERVICES**

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into on April 25, 2022 between the Governing Board (hereinafter "the Board") of and on behalf of the Orcutt Union School District ("District") and Sandra Knight, Esq. ("Assistant Superintendent"), collectively referred to as "the Parties."

1. TERM

The term of this Agreement is from April 25, 2022 through June 30, 2025. The Parties shall endeavor to discuss extension of the term of this agreement well in advance of the expiration date to allow for adequate planning.

2. RECOGNITION AND EMPLOYMENT STATUS

The Assistant Superintendent, Business Services is a senior manager of the classified service position pursuant to Education Code sections 45100.5, 45108.5, and 45104.5.

The Assistant Superintendent shall not become a permanent employee in the position of Assistant Superintendent. The Assistant Superintendent's employment rights and status shall be determined solely by this Agreement and California law that does not conflict with the terms hereof.

3. POWERS AND DUTIES

The Assistant Superintendent is hereby employed as the chief business officer of the District. The Assistant Superintendent shall have the powers and duties set forth in the position description adopted by the Board, which is described as follows:

- A. The Assistant Superintendent shall effectively and competently do and perform the duties as the chief business officer for the Orcutt Union School District subject to provisions established by law and the policies set by the Board of Trustees.
- B. The Assistant Superintendent is responsible for the management of all business functions of the District.
- C. The Assistant Superintendent is responsible for administrative oversight of the Child Nutrition, Maintenance and Operations, and Transportation Departments, as well as Facilities Development. The position shall answer directly to the District Superintendent.

4. EVALUATION

The Assistant Superintendent reports to the Superintendent and shall be evaluated in writing once each year. The evaluation shall be based on the Assistant Superintendent's performance, mutually agreed upon written goals and objectives, the current position description, applicable Board Policies, and California law.

5. COMPENSATION

The Assistant Superintendent's base annual salary, shall be pursuant to the salary schedule below and shall be paid in twelve (12) equal monthly installments minus any applicable state and federal taxes or other withholding according to the District's regular payroll practices. If only a portion of a year or month is served, such as in 2021-2022, the Assistant Superintendent's salary and benefits shall be prorated to reflect a partial year or month of service.

This annual base salary amount includes recognition for previous years of service in the position, any graduate degrees and other certifications and licenses, workdays, vacation, and holidays. The annual salary shall be prorated for less than a year of employment. Generally, all other District employees are paid based upon on a salary schedule that provides an annual step increase in salary each year and in some cases column movement for levels of education. The Assistant Superintendent shall be placed on the salary schedule below, consistent with other cabinet level employees. The Assistant Superintendent will be placed in Column C, on Step 1, reflecting her attaining an education level of Doctorate degree.

Step	RANGE		
	A	B	C
1	\$144,663	\$147,932	\$151,334
2	\$149,002	\$152,509	\$156,016
3	\$153,472	\$157,083	\$160,696
4	\$158,076	\$161,796	\$165,518
5	\$162,817	\$166,650	\$170,482
6	\$166,887	\$170,815	\$174,743

Salary Classifications

- Range A** Placement is based on a B.A./B.S. only
- Range B** Placement is based on a B.A./B.S. plus a Masters degree
- Range C** Placement is based on a Doctorate Degree

The Assistant Superintendent shall be entitled to longevity increases consistent with certificated management employees in the District. After 10 years of service to the District, \$3,200 annual salary increase; after 15 years of service to the District, annual salary increase; \$4,600, after 20 years of service to the District, \$6,000 annual salary increase; after 25 years of service to the District, \$7,400 annual salary increase.

Beginning in the 2021-2022 school year, the Assistant Superintendent shall receive annual salary increases commensurate with those offered to other members of the management team during each fiscal year.

6. HEALTH AND WELFARE AND OTHER BENEFITS

The Assistant Superintendent shall be afforded all of the fringe benefits of employment which are granted to the District's management personnel, except as otherwise set forth in this Agreement.

The Assistant Superintendent shall receive:

- The District shall provide term life insurance of not less than \$150,000.
- Payment of the Assistant Superintendent's membership dues for ACSA and CASBO
- The Assistant Superintendent shall receive health and welfare benefits consistent with those granted to similarly situated District senior management personnel.

The Assistant Superintendent shall not be entitled to cash in lieu of any fringe benefits provided for in this section.

7. EXPENSE REIMBURSEMENT

The District shall reimburse the Assistant Superintendent for all actual, necessary and reasonable expenses which are incurred within the scope of employment, pursuant to Board Policy 3350. The Assistant Superintendent shall provide expense records which the District normally requires for reimbursement. The Assistant Superintendent shall be responsible for providing her own automobile and appropriate levels of automobile insurance. Mileage reimbursement for District-related travel will be paid in accordance with Board Policy.

8. WORK YEAR AND VACATION

The Assistant Superintendent is a 12-month employee and her annual salary is based on a full 12-month work year. The Assistant Superintendent's work year consists of 223 workdays, 23 vacation days and holidays consistent with those provided to classified employees and other management personnel for a work year of 261 days. Each school year, the Assistant Superintendent shall be entitled to receive 23 days of paid vacation, exclusive of holidays.

The Assistant Superintendent is encouraged to take vacation during the year in which it is earned. If there is unused, accrued vacation at the end of a work year (June 30), the Assistant Superintendent may carry over no more than 20 days without written authorization from the Superintendent. Unless authorized by the Superintendent, vacation days accrued but unused in excess of 20 at the end of a year, shall be paid out at the Assistant Superintendent's daily rate of pay.

In the event of termination or expiration of this Agreement, the Assistant Superintendent shall be entitled to compensation for unused accrued vacation.

The Assistant Superintendent's daily rate of pay shall be calculated by dividing the then current salary rate divided by the 261 days of the work year (262 during a leap year). The Assistant Superintendent is entitled to paid holidays consistent with other employees of the District.

9. SICK LEAVE

The Assistant Superintendent is entitled to 12 sick leave days per year. The Assistant Superintendent may also use personal necessity and business leave days in accordance with District policy for full time employees.

10. CERTIFICATED MANAGEMENT

The Assistant Superintendent's position under this Agreement shall be considered classified management.

11. TERMINATION OF AGREEMENT

This Agreement may be terminated prior to its expiration by any of the following methods:

- A. Mutual Agreement. At any time the Parties may mutually agree to terminate the Agreement.
- B. Retirement or Death. This Agreement will be terminated upon the Assistant Superintendent's retirement or death.
- C. Resignation. The Assistant Superintendents may terminate this Agreement by providing the Board with a written notice of intent to terminate. This notice shall be provided not less than ninety (90) days prior to the effective date of the resignation. The Assistant Superintendent and the Board may mutually agree to a termination notice of less than (90) days. Should the Assistant Superintendent be selected for an interview for other employment, she shall notify the Board immediately.
- D. Unilateral Termination by the Board. Upon ninety (90) days prior written notice, the Board may terminate this Agreement at its discretion at any time during the term of the Agreement without cause. Any cash settlement paid under this Agreement shall not exceed the number of months remaining in the term of the Agreement. If there are more than twelve (12) months remaining in the term of the Agreement, then the Parties may negotiate a cash settlement of up to twelve (12) months' salary. No additional non-cash settlement may be agreed to, except that health benefits may be continued at the option of the Assistant Superintendent, limited to the same time restrictions as for a cash settlement, or until new employment is found, whichever occurs first. The Assistant Superintendent shall be obligated to seek other employment and shall notify the District immediately if she earns income or health benefits from any employment-related activity
- F. Non-renewal of Agreement by the District. The Board of Trustees may elect not to renew this Agreement by providing written notice to the Assistant Superintendent in accordance with Education Code section 35031 (currently 45 days' prior notice) in advance of the expiration of the date of the term as stated in paragraph 1, Term, above. The Assistant Superintendent shall notify the Superintendent and the Board President, in writing, at least ninety (90) days before the expiration of the term of this Agreement that the Agreement will renew for an additional four year term if a notice is not given forty-five (45) days before expiration of this Agreement. The Assistant Superintendent's failure to provide the above mentioned notice shall constitute a material breach of this Agreement and shall constitute grounds for dismissal, independent of any other grounds.
- G. Termination for Cause. The Board may discharge the Assistant Superintendent for cause. Discharge for cause shall be warranted only for conduct that is prejudicial to the District, including but not limited to, neglect of duty.

Notice of discharge for cause shall be given in writing and the Assistant Superintendent shall be entitled to appear before the Board to discuss such causes.

If the Assistant Superintendent chooses to be accompanied by legal counsel at such meeting, the Assistant Superintendent shall bear any costs she incurs for such representation. Such meeting shall be conducted in closed session unless mutually agreed otherwise.

The Board shall prepare a written statement of reasons for any decision to discharge for cause and provide it to the Assistant Superintendent. The Assistant Superintendent shall have the right to submit a written response to the decision, which the District shall attach to and make a part of the decision. The Board's decision shall be final.

All documents relating to termination of this Agreement shall be treated as confidential personnel matters and maintained in confidence except as required by California law.

- H. Remedies. The Parties expressly understand and agree that any breach or termination of this Agreement by the District and/or Board shall not result in the Superintendent's continued employment or reinstatement. The remedies provided in this Agreement are the exclusive remedies available to the Assistant Superintendent.
- I. If the Agreement is terminated under any of the foregoing provisions, any cash settlement related to the termination that Assistant Superintendent may receive from the District shall be fully reimbursed to the District if the Assistant Superintendent is convicted of a crime involving an abuse of office or position.

12. ENTIRE AGREEMENT

This Agreement contains the entire agreement and understanding between the Parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.

13. APPLICABLE LAW

This Agreement shall be construed in accordance with, and governed by the laws of the State of California; should any provision of this Agreement be invalid, the remainder of this Agreement shall nevertheless be binding and effective.

14. VENUE

This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed by the laws of that state. Venue of any action to enforce this Agreement shall be in Santa Barbara County, California.

15. ATTORNEYS' FEES

The Parties further agree and understand that in the event that legal proceedings are initiated for the purpose of enforcing the terms of this Agreement, the prevailing party in any such proceeding shall be entitled to an award of reasonable attorneys' fees and costs incurred in bringing or defending such action.

16. AMENDMENTS

The Parties agree that the terms of this Agreement cannot be changed or supplemented orally and may be modified or superseded only by a written instrument executed by all Parties.

17. EXECUTION IN COUNTERPARTS

This Agreement may be executed in two or more counterparts which, taken together, shall constitute the whole Agreement between the Parties. A fax or PDF signature shall be as valid as an original signature. A copy of this document shall be as valid as the original.

18. EFFECTIVE DATE

The effective date of this Agreement shall be April 25, 2022 even though the date on which the Board may approve this Agreement may occur on a different date.

19. NON-WAIVER

Failure to insist upon strict performance of any requirement of this Agreement shall not be construed as a waiver of any other or future performance hereunder.

20. INDEMNITY AND DEFENSE OF ASSISTANT SUPERINTENDENT

The District shall indemnify, save, hold harmless and defend the Assistant Superintendent from any claim, demand, suit, action and proceeding of any kind and in any forum wherein the Assistant Superintendent is alleged to have acted in any way related to her duties as Assistant Superintendent or related to the District. The District's obligation to indemnify shall be excused only as to liability for damages awarded against the Assistant Superintendent upon exhaustion of all appeals from any finding by a court of competent jurisdiction that the Assistant Superintendent's action was outside the scope of her employment, intentionally violated a criminal law of California or constituted intentional fraud with malice without reversal of such finding. Upon retirement or separation from the District, the Assistant Superintendent will continue to be indemnified for any actions taken against her related to her role as Assistant Superintendent.

21. NO ASSIGNMENT

The Assistant Superintendent may not assign or transfer any rights granted or obligations assumed under this Agreement.

22. INDEPENDENT REPRESENTATION

The Assistant Superintendent and the Board each recognize that in entering into this Agreement, the Parties have relied upon the advice of their own attorneys or other representatives, and that the terms of this Agreement have been completely read and explained to them by their attorneys or representatives, and that those terms are fully understood and voluntarily accepted. The Assistant Superintendent acknowledges and agrees that legal counsel for the Board represents the Board's interest exclusively and that no attorney-client relationship exists between Assistant Superintendent and legal counsel to the Board.

Acceptance of Employment

I hereby accept this offer of employment and agree to the terms and conditions set forth in this Agreement and will report for duty as described above.

Dated: _____

Sandra Knight, Esq.
Assistant Superintendent of Business Services
Orcutt Union School District

Ratified in a public meeting of the Governing Board on April 13, 2022.

Dated: _____

Mark Steller
President, Governing Board
Orcutt Union School District

Dated: _____

Shaun Henderson
Clerk, Governing Board
Orcutt Union School District

Dated: _____

Lisa Morinini
Board Member
Orcutt Union School District

Dated: _____

Liz Phillips
Board Member
Orcutt Union School District

Dated: _____

Melanie Waffle
Board Member
Orcutt Union School District

Approved by the District:

Dated: _____

Dr. Holly Edds
Superintendent
Orcutt Union School District



ORCUTT Union School District

HUMAN RESOURCES MEMORANDUM

TO: Dr. Holly Edds
District Superintendent

FROM: Susan Salucci
Assistant Superintendent of Human Resources

DATE: April 13, 2022

RE: Memorandum of Understanding between Sonoma County Superintendent of Schools for North Coast School of Education Programs and Orcutt Union School District for the Teacher Induction Program (TIP) for the 2022-23 school year.

BACKGROUND: For years the Orcutt Union School District has utilized Santa Barbara County Office of Education for new teacher services (formerly known as BTSA) in clearing candidates preliminary credential with the State of California. These services currently cost \$3800 per year per candidate. They are proposing an increase to \$4000 for the 2022-23 school year. In an effort to reduce costs, the District has researched options and found North Coast School of Education who follows the same format and program currently used by Santa Barbara County Office of Education at a lesser cost of \$3350 per year per candidate. The District averages about 22-30 candidates and mentors each year.

RECOMMENDATION: It is recommended that the Board of Trustees approve the Memorandum of Understanding between Sonoma County Superintendent of Schools for North Coast School of Education Programs and Orcutt Union School District for the Teacher Induction Program (TIP) for the 2022-23 school year.

FUNDING: Approximate savings of \$650 per candidate in 2022-23 with no less than a \$315 savings per candidate in 2023-24.



Memorandum of Understanding
Between
Sonoma County Superintendent of Schools as the Local Educational Agency
For the North Coast School of Education Programs
and
Orcutt Union School District

A. General

This Memorandum of Understanding (MOU) is between the Sonoma County Superintendent of Schools, serving as the Local Education, Agency (LEA) for the North Coast Teacher Induction Program, “Be A Teacher” Intern Program, Intern Support & Supervision Program, Designated Subjects Program, Permit Holder Professional Development Series (collectively “Program”) and the Orcutt Union School District. The term of this MOU commences on **July 1, 2022**, and terminates on **June 30, 2023**.

B. Purpose

The purpose of the MOU is to establish a formal working relationship between the parties. The Program will provide and coordinate services and support to guide Candidates in meeting California credential requirements through the state-accredited Teacher Induction Credential Programs: General Education Clear and Education Specialist Clear Credential Program, Designated Subjects Credential Programs: Career Technical Education (CTE), Adult Education (AE), and the university-based Intern Program and “Be A Teacher” Intern Program. Throughout this document, new teachers from all of the credential areas are referred to as “Candidates” and experienced teachers are referred to as “Mentors.”

C. Eligibility

Eligible “Candidates” are those hired within the following credential and program categories;

- **Permit Holder Professional Development Series:** Candidates who have obtained a Provisional Intern Permit (PIP) or Short-Term Staff Permit (STSP).
- **Intern Program:** Candidates who have obtained an Intern Credential from an accredited partner university or “Be A Teacher” Intern Program.
- **Preliminary Credential Program:** Designated Subjects (CTE) and (AE) Candidates who meet the industry experience and pre-requisite CCTC requirements.
- **Clear Credential Program:** Candidates holding preliminary Multiple Subject, Single Subject, or Education Specialist Credential, Out of State and Out of Country trained teachers, and Designated Subjects (CTE) and (AE) Candidates.

D. LEA Responsibilities

1. Employ an NCSOE Superintendent whose primary duty is to administer the Program and employ support staff whose primary duty is to support the administration of the Program.
2. Provide sufficient and appropriate workspace for the NCSOE Superintendent, Regional Director, Program support staff, Program Coordinators, Curriculum Specialist, Registrar and Credential Advisors.
3. Provide office support services for the Consortium, including, but not limited to, mail service, phone, fax, Internet services, technology support, and meeting space for Program activities.
4. Provide business and legal services required for Program implementation for the region.
5. Develop and establish procedures for Program evaluation through the California Commission on Teacher Credentialing (CCTC) Accreditation Cycle. Submit Preconditions, Common Standards, Program Review state reports, and required fees in a timely manner.
6. Provide a process for equitable distribution of mentoring, support, formative assessment, and credential services to Candidates and Mentors in all participating Districts and COEs within the region.
7. Convene Program Regional Advisory Board meetings a minimum of two times per year, District Coordinators’

meetings two times per year, and Regional Leadership Team meetings a minimum of five times per year.

8. Develop and provide personalized, professional learning for Candidates and their Mentors to be held in multiple locations within the geographical region served by the parties.
9. Assume overall fiscal responsibility for the administration of the program budget, including submission of year-end expenditure reports and any other documentation required by CCTC and/or CDE in relation to the Program.
10. Establish a Budget Agreement and reporting requirements for the transfer of funds to Districts. The amount of funds distributed shall be based on the *actual* number of eligible Candidates and Mentors who enrolled in each calendar year and who have completed program requirements (i.e., Mentor stipends may be adjusted due to lack of completion).

E. County Offices of Education/Lead Districts

1. Appoint a liaison to serve on the Program Regional Advisory Board. The liaison should be a designee authorized by the County Superintendent of Schools, the Dean of Education, and/or the District Superintendent to fulfill the roles and responsibilities assigned to him or her. The liaison supports the Program by providing ongoing updates, communication, feedback for future planning and information to county office personnel, university staff, and district superintendents. The liaison also receives program updates to share out with their colleagues.
2. Assign one or more credential analyst(s) to work directly with Program staff to assist in identifying Candidates who are eligible for Program services as described by state guidelines and to assist school district staff in identifying eligible Candidates.
3. Provide meeting and conference rooms at no charge to the Program.
4. Provide the County Program Coordinator with office and/or storage space, computer and fax access, telephone services, and limited mailing, photocopying and office supplies as needed.
5. Provide for those Candidates enrolled in the Teacher Induction Program, provide collaborative employer input in the Candidates' development of an **Individual Learning Plan (ILP)** within the first 60-days of hire and in program evaluation including administrative mid-year survey, end-of-year surveys, and CCTC Accreditation. Employer understand that the ILP is used to guide professional development and not for the purpose of teacher evaluation or employment decisions.

F. District Responsibilities

1. Appoint a District Coordinator whose assignment includes dedicated time to fulfill the District Coordinator Roles and Responsibilities.
2. Identify all Candidates (Permit Holder, Intern, Induction, Designated Subjects) upon hire who are eligible for Program services as described by state guidelines.
3. Communicate to all site administrators the need to support program participants through program work and employer input in the Candidates' development of an Individual Learning Plan (ILP) within the first 60-days of hire, through collaborative goal-setting meetings at the start of each inquiry, and through a midyear check-in meeting. Employer might include release time (at the expense of the district) to support participants in required observations (one per semester) and/or observations of colleagues. Employer understands that the ILP is used to guide professional development and not for the purpose of teacher evaluation or employment decisions.
4. Provide Candidates release time for observations and one-to-one consultations with the Mentor as described in the District Roles and Responsibilities.
5. Make every effort to assign Candidates to classrooms appropriate to their novice status, avoiding whenever possible, combination classrooms, secondary assignments with multiple preps, teaching assignments at multiple sites, and multiple adjunct duties.
6. Provide newly-hired teachers with a District Orientation.
7. Ensure that Interns do not displace certificated employees and are evaluated on an annual basis.
8. Ensure that all Interns receive protected time for employer-provided support in weekly course planning, coaching within the classroom, problem-solving regarding students, curriculum and teaching. A District shall give special supervision and assistance to each Intern above and beyond that given to other newly employed certificated and newly employed school personnel. A District shall seek the assistance of the college, university or "Be A Teacher" Intern Program in coordinating the program for the Intern. (*Education Code 44465*)

9. For Interns who have not yet completed the EL preparation, the district must assign the on-site Mentor or other designated individual, within the first 10 days of serving as a teacher of record on the Intern credential.
10. Intern Teachers hired within the participating district should be at sites that demonstrate a placement of students with disabilities in the Least Restrictive Environment, provide support for dual language learners with disabilities, and offer the opportunity for Intern Teachers to interact with different age groups in both general and special education settings reflecting the continuum of placement options. (CTC SPED Program Standard 3C.2)
11. Intern Teachers hired within the participating district should be at sites that reflect to the extent possible socioeconomic, linguistic and cultural diversity, and permit video capture for the Intern Teacher's reflection. (CTC SPED Program Standard 3C.3)
12. Intern Teachers hired within the participating district should be at sites that allow the Intern Teacher to acquire at least 200 hours of early field experiences that included guided observations and initial teaching (e.g., co-planning, and co-teaching, or guided teaching) in the general education and special education settings. (CTC SPED Program standard 3A.12)
13. Intern Teachers hired within the participating district should be at sites that demonstrate a commitment to developmentally and culturally appropriate practices as well as collaborative relationships with families. (CTC SPED Program Standard 3C.1)
14. Assign a qualified Mentor to each eligible Candidate within 30 days of enrollment in the Program who meets the Commission's identified criteria of a valid corresponding Clear or Life Credential, three (3) years successful teaching experience, and English learner authorization. Pair Candidates with Mentors who most closely match their teaching assignment, including grade level and subject matter, and their credential. NCSOE can, upon request, provide a Virtual Mentor for those districts unable to find suitable matches for current program participants. An Addendum to this MOU will be provided, upon request.
15. Utilize defined selection criteria to identify high-quality, experienced teachers to serve as Mentors for Candidates. Mentors must demonstrate effective coaching, interpersonal and communication skills and:
 - Display best practices in providing "just in time" (as needed) and longer-term analysis of teaching practice to help Candidates develop enduring professional skills.
 - Are committed to attend coaching/Mentor trainings, meetings and to meet weekly with Candidates;
 - Display willingness to work collaboratively with colleagues and regional NCSOE staff;
 - Embrace a positive attitude and disposition towards students and teaching;
 - Develop a sustained and thoughtful collegial relationship with Candidates;
 - Demonstrate leadership skills, curriculum expertise, and knowledge of district resources;
 - Serve as a role model for the teaching profession.
16. Provide Mentors compensated time to participate in the Program Mentor training on observation protocol, learning-focused conversations, "just-in-time" coaching and one-to-one consultations with Candidates(s) as described in the District Roles and Responsibilities.
17. Facilitate the distribution of Program funds to Mentors and District Coordinators for compensation.
18. Participate in the Program evaluation and the CCTC Accreditation Cycle, as needed.

G. Districts Fiscal Responsibilities and Terms

1. Credential Services are provided on a Fee-for-Service basis. In 2022/2023, the Fee will be \$3,350.00 per clear credential Candidate, Intern and Permit Holder registered in the Program. Refer to the current Fee-for-Service schedule for additional credentialing services provided (Designated Subjects Existing Credential Holder and Level II). Districts will be invoiced for each individual request for credential services. It is expected that invoices be paid promptly upon receipt or as agreed upon by both parties. Invoices may be pro-rated by semester when partial services are rendered. If the parties agree to continue the service agreement for the 23/24 school year, the fee increase will not exceed 10%.
2. *Funds will be credited to the district (spring 2023) to offset the costs of the Mentor stipends at the rate of \$1600 per year per eligible Clear Credential Candidate (includes Multiple Subject, Single Subject, Education Specialist, Designated Subjects - CTE and AE, Intern teacher and Permit Holder) enrolled in the Program. (Mentor stipends are pro-rated when partial services are rendered.)
3. Should the district contract with NCSOE for Virtual Mentor Services, the Mentor stipends will be processed according to the Addendum agreement. Funds will be retained by SCOE/NCSOE to offset the cost of the Mentor stipend at the

rate of \$1,600.00 per Candidate where a Virtual Mentor has been assigned. NCSOE will retain the allocated \$100 per participant funding from the District Coordinator stipend to offset hiring and training fees of each Virtual Mentor from employing agencies using these Virtual Mentor Services.

4. Funds will also be credited to districts to offset the costs of the District Coordinator's stipend, prorated, depending on the total number of new teachers as identified through the Program/District Roster and depending upon the number of Virtual Mentors employed, if this service is used by the district (see #3 above). District Coordinator compensation is at a rate of \$100.00 per Candidate, except as outlined above in #3 if Virtual Mentor services are used.
5. The District is responsible to facilitate the distribution of Funds to Mentors at the rate of \$1600 a year for one candidate and \$3100 a year for mentoring two candidates (with the district paying half in January and half in June of the school year) and District Coordinators for compensation, except as outlined above in #3 when Virtual Mentor services are used.

H. Other Terms and Conditions

All products and materials developed by the Program are the exclusive property of the LEA. District and COE employees, staff, and subcontractors shall not have the right to disseminate, market, or otherwise use the products or materials without the expressed written permission of the LEA designee.

As between the Parties hereto, it is understood and agreed that:

1. **Candidates Employment Status:**
Candidates are and shall remain District employees for any and all purposes throughout the term of this Agreement. Candidates shall not be considered an employee, agent, representative, nor independent contractor of LEA for any purpose whatsoever.
2. **Indemnification:**
District shall assume full responsibility for its employees. District agrees to hold and save LEA harmless from and against any claim, demand, action or cause of action that may be asserted by any District Program participant arising out of injury or death suffered by any District employee Program participants, including, but not limited to, third party actions for injury or death otherwise covered under applicable workers' compensation laws and regardless of the sole or concurring negligence of LEA.
3. **Maintenance of Records:**
District agrees to keep and maintain adequate and current written records in accordance with Program requirements during the term of this Agreement. The records will be in any format that may be specified by the State of California. The records will be available to LEA at all times.
4. **Assignment:**
This Agreement shall not be assigned by District. Any such assignment shall be null and void.
5. **Severability:**
The provisions of this Agreement are divisible; if any such provisions shall be deemed invalid or unenforceable, that provision shall be deemed limited to the extent necessary to render it valid and enforceable and the remaining provisions of this Agreement shall continue in full force and effect without being impaired or invalidated in any way.
6. **Waiver:**
No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right. No waiver of any provision of this Agreement, or consent to any departure by either party from any provision shall be effective in any event unless it is in writing, designated a waiver and signed by the party waiving the breach. Such a waiver shall be effective only in the specific instance and for the purpose of which it is given.
7. **Constructions and Governing Law:**
The captions used in connection with this agreement are for reference purposes only and shall not be construed as part of this Agreement. This agreement shall be governed by and construed in accordance with the laws of the State of California.
8. **Entire Agreement:**
This Agreement supersedes all prior agreements, understandings, and communications between LEA and District, whether written or oral, express or implied, relating to the subject matter of this agreement and is intended as a complete and final expression of the terms of the agreement between LEA and District and shall not be changed or subject to change orally. The parties further agree and acknowledge that neither they nor anyone on their behalf made any inducements, agreements, promises, or representations other than those set forth in this Agreement.

9. Third Parties:

Except as otherwise explicitly provided herein, nothing in this agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this agreement on any other persons other than the Parties and their respective successors and assigns, nor is anything in this agreement intended to relieve or discharge the obligation or liability of any third persons to any Party, nor shall any provision give any third parties any right of subrogation or action over or against any of the Parties hereto. This Agreement is not intended to and does not create any third-party beneficiary rights whatsoever.

10. Relationship of the Parties:

No joint venture, partnership, agency or employment relationship is created by this agreement. No Party shall act as an agent or partner of any other Party or make any commitments for or create any obligations of any other Party except as provided herein without such other Party's prior written consent.

11. Compliance with the Family Educational Rights and Privacy Act ("FERPA"):

In addition to the foregoing obligations, if District provides SCOE/NCSOE with any legally confidential information including but not limited to confidential personnel information or "personally identifiable information" from student education records as defined by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and the implementing regulations in Title 34, Part 99 of the Code of Federal Regulations ("FERPA"), HOST AGENCY hereby certifies that collection of this information from District is necessary for the performance of the SCOE/NCSOE'S duties and responsibilities on behalf of District under this Agreement. SCOE/NCSOE further agrees to handle information protected by FERPA in the same manner it would protect the confidentiality of patient records and/or the personally identifiable information of its employees.

The Parties will not discriminate against any employee, applicant or student enrolled in their respective programs because of age, creed, gender identity, national origin, race, sex, sexual orientation or any other basis protected by law.

12. Survival:

The provisions of this Agreement shall survive the expiration of the Term and the termination of this Agreement. Amendments and Extensions to this MOU may be made only by written agreement signed by all parties.

Authorized Signatures:

Authorized signatures below indicate understanding and acceptance of the terms of this Memorandum of Understanding.

Sonoma County Superintendent of Schools as LEA


Signature

Dr. Steven Herrington / Superintendent
Printed Name/Title

4-5-22
Date

North Coast School of Education


Signature

Jason A. Lea / NCSOE Superintendent
Printed Name/Title

4-6-22
Date

Participating Agency

Name of District, School or County Office of Education: _____

Signature

Printed Name/Title

Date



North Coast School of Education Credentialing Services 2022-23



Overview of Programs

Building and Supporting Relationships, Equity and Student Success through Personalized Professional Learning

- North Coast Teacher Induction**
- Designated Subjects Program**
- “Be A Teacher” Intern Program**
- University-Partnered Intern Support & Supervision**
- Permit Holder Professional Development**

Accredited with the Commission on Teacher Credentialing, the North Coast School of Education (NCSOE) provides:

- **A Mentor**, a trained experienced teacher, who supports the professional growth of their new teacher through weekly meetings and coaching sessions.
NCSOE offers Virtual Mentors to districts/schools who are having difficulty finding Mentors on site to support their new teachers. Learn more by contacting NCSOE at (707) 524-2818 or ncscoe@scoe.org.
- **Professional learning opportunities** that provide tools and skills that enhance and deepen the participant’s understanding with “take aways” that can be immediately applied to the the classroom and mentoring setting
- **Program materials and resources** that guide best practices for teacher success
- **A credential recommendation** for Intern, Preliminary, or Clear credentials upon successful program and credential requirement completion
- **District Coordinator funding*** (\$100 per participant) for management of online NCSOE Roster and new teacher support

NCSOE’s Mentoring-Based System

Mentors play a critical role in guiding beginning teachers through the process of deepening their teaching practice. To support each Mentor’s professional growth, NCSOE offers standards-based training throughout the year that is grounded in theoretical research. Using a Mentoring-Based System, NCSOE guides Mentors through the process of developing and refining their mentoring and coaching skills.

Fee for Service

North Coast Teacher Induction

Two-Year Induction Program

- Teacher Induction Candidate \$3,500 per year
*includes \$1,250 Mentor stipend**

Designated Subjects Credential Program

For New and Existing Credential Holders

- New credential holder \$3,500 per year
*includes \$1,250 Mentor stipend**
- Existing credential holder \$500

Other Services

Education Specialist Level II Program (only)	\$400
Equivalency Review	\$300
Intern Support and Supervision	\$3,500 per year
<i>For “Be a Teacher” or Univerisity Partnered Interns</i>	<i>includes \$1,250 Mentor stipend*</i>
Permit Holder Professional Development Series	\$3,500 per year
<i>For Provisional Intern Permit (PIP) and Short-Term Staff Permit (STSP) Holders</i>	<i>includes \$1,250 Mentor stipend*</i>
Teaching Permit For Statutory Leave Program (complete program)	\$3,500 per year
<i>For teachers who hold a Teaching Permit for Statutory Leave (TPSL)</i>	<i>includes \$1,250 Mentor stipend*</i>
TPSL Foundational Course (only)	\$300
Virtual Mentor Services*	\$1250 per participant
	<i>Plus \$100 DC stipend* retained by NCSOE</i>

* Upon a Mentor’s completion of all program requirements, and based on the signed MOU and services used, funds are either credited back to the employing agency at the rate of \$1250 for the Mentor stipend, or retained by NCSOE who pays the Mentor directly. When an employing district/agency uses an NCSOE Virtual Mentor, NCSOE will retain the allocated \$100 per participant District Coordinator funding to offset the Virtual Mentor hiring and trainning services.