

ORCUTT UNION SCHOOL DISTRICT

Regular Meeting of the Board of Trustees

Wednesday, October 11, 2023

Olga Reed/Orcutt Academy K-8 MUR

480 Centennial Street, Los Alamos, CA 93440

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 approximately 6:45 p.m.

I. OPEN SESSION 6:00 PM

A. Call Meeting to Order

B. Pledge of Allegiance

C. Adoption of the October 11, 2023 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 closed session items 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): 3 Cases

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. Conference with Labor Negotiator. Agency representative, Board President. Unrepresented employee: Superintendent

F. Public Employee Discipline/Dismissal/Release/Complaint

G. Public Employee Evaluation of Performance

H. Student Discipline or Other Confidential Student Matters

IV. RECONVENE TO PUBLIC SESSION 6:45 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 Presentations
1. Olga Reed/OAK-8 Presentation
2. Facility Update
- 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 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.

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 on tonight's agenda 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 District and Charter Coaches for the 2023-2024 School Year
- C. Certificated Personnel Action Report
- D. Approval of September 13, 2023 Regular Board Meeting Minutes
- E. Approval of Warrants
- F. OAHS Overnight Trip to visit Southern CA Colleges in November 2023
- G. Olga Reed and Orcutt Academy K-8 Overnight Trip to Catalina Island Marine Institute for Science Camp in October 2023
- H. Board Policy 5117 Interdistrict Attendance, for the second reading

- I. Williams Quarterly Report
- J. Statement of Assurance for the CTE Strong Workforce Program Round 6 Application

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

Moved _____ Second _____ Vote _____

VIII. ITEMS SCHEDULED FOR ACTION

A. GENERAL

1. Acceptance of Donations

The following donations have been offered to the District:

- A. **From Cheri Palin:** a donation of a Fever Saxophone with an estimated value of \$500 to the Alice Shaw School Band.
- B. **From Jolene Galaites:** a donation of Golf Uniform Polos with an estimated value of \$531.35 to the OAHS Girls Golf Team.
- C. **From Olga Avalos-Ramirez:** a donation of Football Game Day Pants with an estimated value of \$1,547.82 to the OAHS Boys Football Team.

It is recommended that the donations be accepted and letters of appreciation be sent to the donors.

Moved _____ Second _____ Vote _____

2. Out- of- State Travel for the Superintendent and Four Staff Members to Attend the National Association for Behavioral Intervention and Threat Assessment (NABITA) Annual Conference

It is recommended that the Board of Trustees approve Out- of- State Travel for the Superintendent and four (4) staff members to attend the Annual NABITA Conference in West Palm Beach, Florida on November 11-16, 2023, as submitted.

Moved _____ Second _____ Vote _____

B. BUSINESS SERVICES

1. **Information Only:**

Bond Sale Presentation

2. BP 1325 Advertising and Promotion

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

Moved _____ Second _____ Vote _____

3. BP 1330 Use of School Facilities

It is recommended that the Board of Trustees approve the revised Board Policy 1330 Use of School Facilities, for the first reading and that it be placed on the next Consent Agenda for the second reading.

Moved _____ Second _____ Vote _____

4. Resolution No. 3 the California Energy Commission 0% Loan Application
It is recommended that the Board of Trustees adopt Resolution No. 3 the California Energy Commission 0% Loan Application, as submitted.
Moved _____ Second _____ Vote _____

C. HUMAN RESOURCES

1. Alliant International University Supervised Practicum, Student Teacher and Internship Agreement
It is recommended that the Board of Trustees approve the Alliant International University California School of Education’s Supervised Practicum, Student Teacher and Internship programs for the Teacher Credential, School Psychology and School Counseling Agreement with the Orcutt Union School District, as submitted.
Moved _____ Second _____ Vote _____
2. University of Kentucky Agreement for the Supervision of Non-Clinical Experience for the Social Work Education Program
It is recommended that the Board of Trustees approve the University of Kentucky’s Agreement for the Supervision of non-clinical experience for the Social Work Education Program with Orcutt Union School District, as submitted.
Moved _____ Second _____ Vote _____
3. Increase of Substitute Teacher Pay Rate
It is recommended that the Board of Trustees approve the Increase of Substitute Teacher Pay Rate, as submitted.
Moved _____ Second _____ Vote _____
4. Increase of Hourly and Independent Study Hourly Teacher Pay Rate
It is recommended that the Board of Trustees approve the Increase of Hourly and Independent Study Hourly Teacher Pay Rate, as submitted.
Moved _____ Second _____ Vote _____
5. 2024-2025 School Calendar
It is recommended that the Board of Trustees approve the 2024-2025 School Calendar, as submitted.
Moved _____ Second _____ Vote _____

IX. GENERAL ANNOUNCEMENTS

- A. Unless otherwise noticed, the next regular Board Meeting is scheduled for November 8th, 2023 and a Special Board Curriculum Meeting on October 25, 2023 beginning with Open Session at 6:00 p.m. in the District Office Boardroom, 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

- A. Motion to Adjourn the Meeting
Moved _____ Second _____ Vote _____

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, including language interpretation services 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

October 11, 2023

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
Asmus, Rachel	Child Nutrition/Lakeview	Child Nutrition Cook	10/5	4.5	\$20.67 per hr.	10/01/2023	Reclass
Ballard, Sue	Child Nutrition/Dunlap	Child Nutrition Worker & Cook	8/6 10/6	4.75	\$20.66 & \$21.70 per hr.	10/01/2023	Increase in hours/additional position
Bernardo, Mary Jane	Campus Connection/Pine Grove	Child Care Assistant	8/4	1.25	\$18.74 per hr.	09/06/2023	Voluntary reduction in hours
Carpenter, Cameron	Campus Connection/Pine Grove	Child Care Assistant	8/3	3.5	\$17.84 per hr.	09/20/2023	New hire
Castro-Diaz, Imelda	Educational Services	Community Liaison, 2	15/6	6.0	\$24.55 per hr./ \$25.00 per mo.	10/01/2023	New hire + phone stipend
Chavez, Luciano	Transportation	Bus Attendant	11/2	4.0	\$18.30 per hr.	09/08/2023	New hire
Clark, Ilyana	Educational Services	Community Liaison, 2	15/3	6.0	\$21.21 per hr. \$1,000 annually, prorated \$25.00 per mo.	09/11/2023	New hire/ Educational Stipend – Bachelor's/Phone Stipend
Estrada, Amanda	Child Nutrition/Patterson	Child Nutrition Worker & Cook	8/5 10/5	6.0	\$19.68 & \$20.67 per hr.	10/01/2023	Increase in hours/additional position
Garcia, Deedra	Independent Study	Office Manager	22/3	33 per wk.	\$25.21 per hr.	09/01/2023	Increase in hours
Gilstrap, Lori	Dunlap	Instructional Assistant, 1	12/6	6.0	\$22.80 + 2.5%	09/25/2023	New hire, Special Needs Stipend
Gomez-Flores, Yedith	Campus Connection/Alice Shaw	Child Care Assistant	8/6	4.25	\$20.66 per hr.	10/05/2023	New position
Guerrero, Mary	Child Nutrition/Nightingale	Child Nutrition Cashier & Cook	8/3 10/3	6.0	\$17.84 & \$18.75 per hr.	10/01/2023	Increase in hours
Johnson, Matthew	Orcutt JH	Noon Duty Supervisor	7/2	1.0	\$16.50 per hr.	09/20/2023	Resignation
Kelly, Connie	Child Nutrition	Child Nutrition Worker	8/6	3.0	\$20.66 per hr.	10/10/2023	Rehire



Orcutt Union School District

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October 11, 2023

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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
McArthur, Assunta	Pine Grove	Office Assistant	15/6	7.0	\$24.55 per hr.	10/01/2023	Increase in hours
Martinez, Maria	Educational Services	Community Liaison, 2	15/6	6.0	\$24.55 per hr./ \$25.00 per mo.	10/01/2023	Promotion + phone stipend
Mason, Jennifer	Child Nutrition/Nightingale	Child Nutrition Worker	8/4	3.75	\$18.74 per hr.	10/01/2023	Increase in hours
Meddings, Vanessa	Child Nutrition	Child Nutrition Worker	8/6	3.0	\$20.66 per hr.	09/26/2023	New hire
Miller, Naomi	Orcutt Academy HS	Office Assistant	15/4	8.0	\$22.34 per hr.	09/18/2023	Promotion
Morales Estrada, Valeria	Educational Services	Student Worker	1		\$15.50 per hr.	09/29/2023	Student worker
Noriega, Maleena	Patterson	Noon Duty Supervisor	7/2	1.75	\$16.50 per hr.	10/01/2023	New hire
Pita, Christina	Child Nutrition/Dunlap	Child Nutrition Cashier & Cook	8/6 10/6	5.5	\$20.66 & \$21.70 per hr.	10/01/2023	Decrease Cashier hrs./Increase Cook hrs.
Prater, Sharon	Central Kitchen	Child Nutrition Cook	10/2	3.0	\$17.86 per hr.	10/01/2023	Reclass
Rivera, Joanna	Transportation	Driver	15/2	5.0	\$20.20 per hr.	09/08/2023	Promotion
Ruiz, Crystal	Transportation	Bus Driver	19/6	5.0	\$27.10 per hr.	09/22/2023	Promotion
Sanchez, Lupe	Child Nutrition/Nightingale	Child Nutrition Worker	8/6	5.5	\$20.66 per hr.	10/01/2023	Increase in hours
Santiago, Cynthia	Child Nutrition/Orcutt JH	Child Nutrition Cook	10/6	4.5	\$21.70 per hr.	10/01/2023	Reclass
Soriano, April	Campus Connection/Patterson	Child Care Assistant	8/5	2.95	\$19.68 per hr. & \$1,000 per yr. prorated	09/20/2023	New hire + Educational Stipend – Bachelor's
Uribe, Jordan	Transportation	Driver	15/1	4.0	\$19.24 per hr.	09/08/2023	Rehire



Orcutt Union School District

Classified Personnel Action Report

October 11, 2023

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
Vader Kidd, Leanne	Nightingale	Noon Duty Supervisor	7/6	2.0	\$20.16 per hr.	08/01/2023	Increase in hours
Wasylychyn, Stephanie	Lakeview JH	Office Assistant	15/6	8.0	\$24.55 per hr.	09/27/2023	Resignation
Emp. # 23						12/29/2023	Request Early Retirement Incentive Program

ORCUTT UNION SCHOOL DISTRICT

TO: Dr. Holly Edds
District Superintendent

FROM: Susan Salucci
Assistant Superintendent of Human Resources

DATE: October 11, 2023

RE: ***NOTIFICATION TO BOARD – HIRING OF ADDITIONAL ORCUTT
UNION SCHOOL COACHES FOR 2023-24 SCHOOL YEAR***

Orcutt Jr. High:

Basketball, Girls' 7 th grade	Karly Beyers, Devin Riezebos
Basketball, Girls' 8 th grade	Karley Beyers, Devin Riezebos

*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: October 11, 2023

RE: ***NOTIFICATION TO BOARD – HIRING OF ADDITIONAL CHARTER
SCHOOL COACHES FOR 2023-24 SCHOOL YEAR***

Orcutt Academy Charter HS:

Volunteer: Cheer Jordan Miller

*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 Union School District

Certificated Personnel Action Report

October 11, 2023

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
Beyers, Karly	Orcutt JHS	Stipend	\$1,792 * \$1,792 *	2023-24	Girls 7 th Grade Basketball Coach, split Girls 8 th Grade Basketball Coach, split
Brady, Laura	Orcutt Academy HS	IV-10	\$80,733	2023-24	Completed Units for Movement
Brickey, April	District	Hourly	\$28	8/01-8/29/23	Proctor, 76 hrs
Butler, Brooke	Joe Nightingale	VI-2	\$67,990	2023-24	Completed Master's Degree
Butterfield, Tanya	Olga Reed	V-9	\$81,815	2023-24	Completed Units for Movement
Cornwell, Karen	District	Hourly	\$28	8/2-8/28/23	Proctor, 60.5 hrs
Day, Michelle	District	Extra Duty	\$45/hr	8/21-8/31/23	Home & Hospital, 10 hrs
Ebner, Karen	District	Extra Duty	\$45/hr	8/29/23	Home & Hospital, .5 hr
Freitas, Jennifer	District	Hourly	\$28	8/14-8/31/23	Proctor, 25 hrs
Hawthorne, J'Nay	Orcutt JHS	II-2	\$56,510	2023-24	Completed Units for Movement
Hough, Roberta	District	Hourly	\$50	8/9-8/31/23	New Teacher Support, 55 hrs
Mahoney, Gloria	District	Hourly	\$28	8/14-8/30/23	Proctor, 15.75 hrs
Pankratz, Ellen	Orcutt Academy HS	Hourly	\$28	8/23-8/30/23	Accompanist, 3 hrs
Pay, Eimile	Orcutt Academy HS	IV-2	\$61,984*	2023-24	Completed Master's Degree
Pimentel, Jade	Joe Nightingale	V-5	\$71,681	2023-24	Completed Units for Movement
Ramirez, Nancy	Joe Nightingale	IV-6	\$70,730	2023-24	Completed Units for Movement

*To be prorated

NAME	SCHOOL	CLASS/ STEP	SALARY	EFFECTIVE DATE	ACTION INFORMATION
Riezebos, Devin	Orcutt JHS	Stipend	\$1,792 * \$1,792 *	2023-24	Girls 7 th Grade Basketball Coach, split Girls 8 th Grade Basketball Coach, split
Zimmerman, Lauren	District	Extra Duty	\$45/hr	8/21-8/30/23	Home & Hospital, 12 hrs

*To be prorated

Warrants

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

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



ORCUTT ACADEMY HIGH SCHOOL MEMORANDUM

TO: Board of Trustees
Holly Edds, Ed.D

FROM: Rhett Carter
Principal, Orcutt Academy High School

BOARD MEETING DATE: October 11, 2023

BOARD AGENDA ITEM: 2023 College Trip

BACKGROUND: On Wednesday, November 8th – 9th OAHS counselors along with 50 students and 2 additional chaperones are requesting to take a college trip to Channel Islands (CSUCI), UCLA and USC. They will depart Wednesday November 8th at 7:00 a.m. and will return on Thursday, November 9th at 5:00 p.m.

Students and chaperones will be staying at Hilton Hotel in Los Angeles and transportation will be provided by a charter bus.

The cost will be \$165.00 per student, which will be paid by the parent or guardian. This amount will cover bus, hotel, and breakfast. This trip is open to all grade levels on a first pay first basis.

RECOMMENDATION: Staff recommends that the 2023 College Trip be approved as submitted.

FUNDING: No Impact on General Fund

Orcutt Union School District Field Trip Information Form



PLEASE RESERVE FIELD TRIPS AT LEAST ONE MONTH IN ADVANCE

1. Date of Trip November 8th - November 9th 2023
2. Destination Channel Islands (CSUCI), UCLA, USC
Telephone # _____ Fax # _____
3. Requested Donation per Student (if any) \$165

TRANSPORTATION

1. Time of Departure 7am Return Time 5pm
2. Employees Going on the Trip Monica Cedillo, Ana Perez, John Wells
3. # Students 50 #Chaperones ON THE BUS 4 Student/Staff Ratio on Trip _____
4. OUSD Bus _____ Walking _____ Private Car(s) _____ Other Bus Source Charter
5. Other Stops Requested food & bathroom
6. Purpose of Trip College Trip
7. Curriculum Connection (list standards if possible) _____
8. Pick up Location Orcutt Academy High School
9. Sack Lunches or Supplies/Additional Clothing Needed? _____
10. Account to be Charged _____

Any necessary purchase orders will be generated upon receipt of this completed form. Be sure to make your field trip arrangements as far ahead of time as possible. If you are collecting money from students to help offset the cost of the field trip and/or transportation, you need to use a class roster to record any monies received. Please attach the roster to this form.

Once you turn in this completed form, your bus reservation will be submitted. You may call transportation (8978) to check on availability, but your bus will not be reserved until you turn in this form and your trip request is submitted online.

Letter to notify parents of this field trip is attached. (Parents need to be notified in writing anytime students leave campus. Sign off is not needed.)

I have read, understand and will abide by the rules and regulations set forth in AR 6153(c-d) regarding recreational water activities if applicable. (Please initial) See other side.

Requesting Teacher _____

Date _____

Principal Approval _____

Date _____

Copy sent to: Health Services ✓ to Michelle Child Nutrition < 60

* entered into calendar

UCLA/USC/CSUCI

Overnight Trip – November 8-9

I give my permission for my child, _____ to participate in the planned fieldtrip to: UC Los Angeles, University of Southern California, CSU Channel Islands

Details:

- Departure time- Students must arrive at Orcutt Academy **by 6:40 A.M.**
 - We will be departing promptly at 7:00 a.m.
- Return time- between 5:00 P.M.-6:00 p.m. (depending on traffic)
- Please see attached agenda
- **Cost of the trip is \$165.00 per student**
 - Covers the cost of transportation to all 3 college campuses.
 - **Students are responsible for the cost of all meals and any other items they may want to purchase.**

** All students are required to return a signed parent permission form to participate in a field trip.

** Student conduct on field trips will be governed by SCHOOL BUS SAFETY and STUDENT

CONDUCT RULES as applied during the school day.

**Parents and students are reminded that students are responsible for all work missed while they are on a field trip, including homework. Please note that there may be special pre-arranged assignments due immediately after a field trip. These assignments will be due as scheduled.

Parent / Guardian Signature

Student Signature

Allergies or other medical issues? _____

Emergency Contact Number(s): _____

Payment

Cost of the trip is \$165.00 per student. If needed, a payment plan is available. Students must make an initial \$100.00 down payment as soon as possible to hold your spot on the bus. Remaining balance needs to be paid by October 6th

FAILURE TO PAY BALANCE WILL RESULT IN FORFEITURE OF YOUR SPOT AND NO REFUND WILL BE GIVEN.

Cash

Payment plan

Check # _____

\$ 100.00

Paid on _____

\$ _____

Paid on _____

\$ _____

Paid on _____

Please return permission slip and money to Mrs. Whitham- Smith (Business Office)

For any questions contact Mrs. Cedillo 938-8598

CSUCI/UCLA/USC

Overnight Trip

November 8-9 (Wednesday- Thursday)

Depart Orcutt Academy at 7:00 a.m.

Wednesday

CSUCI

- 10:00- 11:00 Tour of CSUCI
- 11:00-11:30 Bookstore
- 11:30 Departure



UCLA

- 1:30 – 2:30 Lunch/Bookstore
- 2:30 – 4:00 Tour of UCLA
- 4:00 Departure for SM



- 5:00- 7:00 Dinner and Shopping at the Grove

USC

- 9:30 – 11:00 Tour of USC
- 11:00 – 11:30 Bookstore
- 11:30 Departure
- 1:00 Lunch



- 5:00-6:00 Arrive at Orcutt Academy

Thursday



**Olga Reed School
Orcutt Academy K-8**
480 Centennial Street
Los Alamos, CA 93440



September 11, 2023

Shaun Henderson
President, Orcutt Union School Board
500 Dyer St.
Orcutt, CA 93455

Dear Mr. Henderson and School Board Members,

Olga Reed School and Orcutt Academy K-8 have a wonderful opportunity to attend science camp together at the Catalina Island Marine Institute at Fox Landing, October 18-20, 2023. This is going to be an awesome experience as our two schools come together and build trust and friendships with one another while participating in amazing activities grounded in science and hands on learning.

Science camp extends over a three-day period and is an overnight activity. Thirty-three students and four chaperones will be attending. Cost per student is \$225 and no students will be unable to participate due to lack of funds required. Funds to pay for science camp have come from fundraising efforts, community donations and family contributions. We would like the Board's approval for our participating students, staff and parent volunteers to attend this overnight learning adventure.

Thank you for your continuous support of our students and schools.

Kindest Regards,

A handwritten signature in blue ink, appearing to read "Jared Banks", written in a cursive style.

Jared Banks
Principal

Students

BP 5117 (a)

INTERDISTRICT ATTENDANCE

The Governing Board recognizes that parents/guardians of students who reside within the geographic boundaries of one district may, for a variety of reasons, desire to enroll their children in a school in another district.

Interdistrict Attendance Agreements and Permits

The Board may enter into an agreement with any other school district, for a term not to exceed five school years, for the interdistrict attendance of students who are residents of the districts. (Education Code 46600)

The agreement shall specify the terms and conditions under which interdistrict attendance shall be permitted or denied. It also may contain standards agreed to by both districts for reapplication and/or revocation of the student's permit. (Education Code 46600)

Upon receiving a permit for transfer into the district that has been approved by the student's district of residence, or upon receiving a written request from the parent/guardian of a district student who wishes to enroll in another district, the Superintendent or designee shall review the request and may approve or deny the permit subject to the terms and conditions of the interdistrict attendance agreement.

Legal Reference:

State

CA Constitution Article 1,

Section 31: Nondiscrimination on the basis of race, sex, color, ethnicity, or national origin

Ed. Code 41020: Requirement for annual audit

Ed. Code 46600-46611: Interdistrict attendance agreements

Ed. Code 48204: Residency requirements for school attendance

Ed. Code 48300-48317: Student attendance alternatives; school district of choice program

Ed. Code 48345: Local educational agency instruction collaboration agreements

Ed. Code 48900: Grounds for suspension or expulsion

Ed. Code 48915: Expulsion; particular circumstances

Ed. Code 48915.1: Expelled individuals; enrollment in another district

Ed. Code 48918: Rules governing expulsion procedures

Ed. Code 48980: Parent/Guardian notifications

Ed. Code 48985: Notices to parents in language other than English

Ed. Code 52317: Regional Occupational Center/Program; enrollment of students; interdistrict attendance

Ed. Code 8151: Apprentices; exemption from interdistrict attendance agreement

Management Resources

Attorney General Opinion: 84 Ops.Cal.Atty.Gen. 198 (2001)

Attorney General Opinion: 87 Ops.Cal.Atty.Gen. 132 (2004)

Court Decision: Walnut Valley Unified School District v. the Superior Court of Los Angeles County (2011) 192

Cal.App.4th 234

Court Decision: Crawford v. Huntington Beach Union High School District (2002) 98 Cal.App.4th 1275

Website: CSBA District and County Office of Education Legal Services

Website: California Department of Education

Students
INTERDISTRICT ATTENDANCE

BP 5117 (b)

Website: CSBA

Policy Adopted: 10/11/2023

ORCUTT UNION SCHOOL DISTRICT
Orcutt, California

Quarterly Report on Williams Uniform Complaints

[Education Code § 35186]

District: _____

Name of person completing this form: _____

Title of person completing this form: _____

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

Quarterly report submission date (check one):

April (January — March)

July (April — June)

October (July — September)

January (October — December)

General Subject Area	Total number of complaints	Number of complaints resolved	Number of complaints unresolved
Textbooks and Instructional Materials			
Teacher Misassignment or Vacancies			
Facilities Conditions			
TOTALS			

Signature of district superintendent

Date



EDUCATIONAL SERVICES MEMORANDUM

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

FROM: Joe Dana
Assistant Superintendent, Educational Services

BOARD MEETING DATE: October 11, 2023

BOARD AGENDA ITEM: Statement of Assurances for K12 Strong Workforce Program, Round 6

BACKGROUND: Grant funding through the state's K12 Strong Workforce Program (SWP) has provided critical support for our district's Career and Technical Education (CTE) efforts. As a member of a Santa Barbara County/San Luis Obispo County consortium of school districts and community colleges, we have received significant funding through SWP in the past and utilized it to put in place CTE pathways at Orcutt Academy High School and a CTE elective at Lakeview and Orcutt junior high schools. This fall a consortium of local school districts led by the Santa Barbara County Education Office is applying for SWP Round 6 funding that would infuse more support for CTE pathways and initiatives. The attached Statement of Assurance needs to be submitted in association with this application.

RECOMMENDATION: Staff recommends that the Board of Trustees approve the Statement of Assurance for the SWP Round 6 application as detailed above.

FUNDING: The district's intent is to utilize any funding allotment received from the SWP Round 6 application to work on CTE pathways in health science and education at Orcutt Academy High School. Funds would need to be expended by the conclusion of the 2025-2026 school year.



Santa Barbara County Education Office

4400 Cathedral Oaks Rd, PO Box 6307, Santa Barbara, CA 93160-6307
Telephone: (805) 964-4711 • FAX: (805) 964-4712 • sbceo.org

Susan C. Salcido, Superintendent of Schools

Statement of Assurance

From: Santa Barbara County Education Office
K-12 SWP Round 6
Sarah Cameron, Director, Career Technical Education
402 Farnel Road, Suite L, Santa Maria, California 93458
scameron@sbceo.org / (805) 937-8427 x2531

To: Dr. Holly Edds, Superintendent, Orcutt Union School District

RE: Statement of Assurance and Supporting Documentation

Assurances:

A duly authorized representative for the Lead LEA should review all assurances, certifications, and terms and conditions to be familiar with the grant expectations. Please upload the Assurance Agreement form into NOVA attesting that this Pathway/Program Work Plan is:

- In compliance with K12 SWP legislation (Education Code, Section 88827 – 88828(c) (8)(C)):
- All partners will report outcomes and financials in the NOVA and Cal-PASS Plus Systems.
- Aligned with your district(s)/partner district(s) 2022-23 LCP.
- Informed by, aligned with, and expands upon your region's Regional Plan and planning efforts occurring through the Strong Workforce Program.
- Informed by Labor Market Information and regional priorities.
- Staffed by skilled teachers or faculty and provides professional development opportunities for those teachers or faculty members.

Please attest to the assurances that the Lead LEA and Partners will:

- Report data that can be used by policymakers, LEAs, community college districts, and their regional partners to support and evaluate the program, including, to the extent possible, demographic data used to evaluate progress in closing equity gaps in program access and completion, and earnings of underserved demographic groups.

Signature: _____ Date: _____

Lead LEA: Santa Barbara County Education Office/ROP North

Signature: _____ Date: _____

Partner LEA: _____

Statement of Assurance for _____ will be submitted for Board approval on _____



ORCUTT UNION SCHOOL DISTRICT
REQUEST FOR ACCEPTANCE OF GIFT

SCHOOL: Alice Shaw Date: 9/13/23

DONOR: Name: Chaei Palin
Address: 3146 Lancaster Dr SM 93455
Phone No. 805-717-8485

GIFT: Item Donated: Fever Saxophone or Cash Donation \$
Designated for: Alice Shaw Band
General Description: Saxophone with feeds
Model No.: Alto Sax Condition: [X] New [] Used
Value (estimated): \$500.00
Purpose of Gift: Student use
Will gift be purchased through Business Services Office? [] Yes [X] No
Donor Conditions of Acceptance: NA

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

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

Acceptance Requested By (OUSD Staff Member): Chaei Palin
Acceptance Approved By (Administrator): Julie Kogel
RECOMMENDATIONS: Principal or District Representative



ORCUTT UNION SCHOOL DISTRICT

REQUEST FOR ACCEPTANCE OF GIFT

SCHOOL: Orcutt Academy High School Date: 8/25/23

DONOR: Name: Jolene Galaites
Address: 1369 Via Alta, Santa Maria CA 93455
Phone No. 805-878-8691

GIFT: Item Donated Golf Team Polos or Cash Donation \$ _____
(Fill in if money is donated)
Designated for: Girls Golf Team
General Description: Nike Polos to be used as part of the girls golf team uniform
Model No.: Nike Ladies Dri-FIT Classic Polo Condition: New Used
Value (estimated): \$531.35
Purpose of Gift: For girls golf team to have new polos
Will gift be purchased through Business Services Office? Yes No
Donor Conditions of Acceptance: N/A

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): Bridgette DePalma-Steed
* Acceptance Approved By (Administrator): [Signature]
RECOMMENDATIONS: Principal or District Representative _____

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

Point of Action
 2232 S. Depot st. Ste. C Santa Maria, CA 93454
 Orders@pointofaction.com
 (805) 922-6253

Tax ID: 82-4442564
 www.pointofaction.com



Invoice 50130

OA LADY SPARTANS GOLF TEAM POLOS

SALES REP INFO
 Roberta Garner
 roberta@pointofaction.com
 (805) 922-6253

TERMS
 Due on receipt

QT#
 50151

ORDERED BY
 DG LANDSCAPE AND INSPECTION
 DG LANDSCAPE AND INSPECTION

CONTACT INFO
 JOLENE GALAITES
 JGALAITES@CITYOFSANTAMARIA.ORG
 (805) 925-0951 x 1292

#	ITEM	QTY	UOM	U PRICE	TOTAL (EXCL. TAX)
1	LADY SPARTAN GOLF TEAM NIKE POLOS Nike Ladies Dri-FIT Classic Polo. 286772 8.0 Unit Part #286772	8	Each	-	\$460.00

Color: Midnight
 Navy

S	M	L	XL	2XL
1	3	1	2	1
\$57.25	\$57.25	\$57.25	\$57.25	\$59.25

Embroidery - Flats 8.0 Unit
 Stitch Count : 7-8k
 Location : Left Chest

#	PAID ON	METHOD	AMOUNT
1	Wed, 08/23/2023	-XXXX-1652 Auth: 004518	\$531.35

Final payment is due when invoices are received unless credit terms have been extended to include NET 30. If payments for past orders are not received within 80 days, we reserve the right to cancel future orders.
 All invoices will have credit card processing fees of 3.5% unless the account is a 30 day net account or the customer has made prior arrangements to pay with check/cash. This can be waived if paid by check.

Please note that all shipping orders will include a shipping charge TBD upon completion

Past Due Invoices are subject to a Late Payment Fee of \$25.00 for each month past due, and (or) a 1.5% Finance Charge of the outstanding balance due each month. All materials remain the property of Company Name until paid for in full.

Setup:	\$15.00
Credit Card Fee:	\$16.10
Subtotal:	\$491.10
Sales Tax (8.75%):	\$40.25
Total:	\$531.35
Total Paid:	\$531.35
Balance Due:	\$0

SIGNATURE:

DATE:



ORCUTT UNION SCHOOL DISTRICT
REQUEST FOR ACCEPTANCE OF GIFT

SCHOOL: ORCUTT ACADEMY High School Football Date: 8/24/2023

DONOR: Name: Mercedo y Carniceria la mia
Address: 112 E. Grant St. Santa Maria, CA. 93454
Phone No. Olga M. Avalos-Ramirez (805) 868-9574

GIFT: Item Donated 30 INSTINCT game day pants or Cash Donation \$
Designated for: ORCUTT ACADEMY High School Football Team
General Description: 30 White INSTINCT Game Day Pants in various sizes
Model No.: INSTINCT STALK # UFP 535 Condition: X New X Used
Value (estimated): \$ 1,547.82
Purpose of Gift: White game day pants for OAHs Football Team
Will gift be purchased through Business Services Office? Yes No
Donor Conditions of Acceptance: Have a custom banner displayed at the two home games.

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

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

Acceptance Requested By (OUSD Staff Member): Machi Miller, OAHs Staff Member
Acceptance Approved By (Administrator):

RECOMMENDATIONS: Principal or District Representative

BOARD ACTION: Date Accepted: Date Denied:

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



SUPERINTENDENT'S MEMORANDUM

TO: Board of Trustees

FROM: Holly Edds, Ed.D
Superintendent

BOARD MEETING DATE: October 11, 2023

BOARD AGENDA ITEM: Out-of-State Travel for the Superintendent and Four Staff Members to Attend the National Association for Behavioral Intervention and Threat Assessment (NABITA) Annual Conference

BACKGROUND: The NABITA Annual Conference will allow Orcutt Union School District to connect with behavioral intervention and safety and threat assessment experts nationwide, discover the latest developments in behavioral intervention and best practices from industry leaders, and elevate our team's knowledge through pre- and post-conference certification training courses. The conference will take place November 11-16, 2023 in West Palm Beach, FL.

RECOMMENDATION: Staff recommends that the Board of Trustees approve out-of-state travel for the Superintendent and four staff members to Attend the National Association for Behavioral Intervention and Threat Assessment Annual Conference, as submitted.

FUNDING: Educator Effectiveness Fund in the amount of approximately \$15,000.



BUSINESS SERVICES MEMORANDUM

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

FROM: Sandra Knight
Assistant Superintendent, Business Services

BOARD MEETING DATE: October 11, 2023

BOARD AGENDA ITEM: Board Policy 1325 Advertising and Promotion

BACKGROUND: This policy is being updated to ensure effective and consistent standards for advertisements and promotions by non-school groups in school-sponsored publications, on district and school websites, social media and on school facilities and grounds. The revised policy provides more specific information on the criteria for approval for any items to be distributed or displayed, particularly with regard to nutritional standards for any food or beverage items

RECOMMENDATION: It is recommended that the Board of Trustees adopt the updated Board Policy 1325 Advertising and Promotion for the first reading and that it be placed on the next Consent Agenda for the second reading.

FUNDING: N/A

ADVERTISING AND PROMOTION

The Governing Board establishes this policy to ensure effective and consistent standards for advertisements and promotions by nonschool groups in school-sponsored publications, on district and school web sites and social media, and on school facilities and grounds. Student speech shall be regulated in accordance with BP/AR 5145.2 - Freedom of Speech/Expression.

The Board of ~~Trustees~~ desires to promote positive relationships between schools and the community in order to enhance community partnership, support and involvement in ~~the district~~ schools. The Superintendent or designee may, ~~approve~~: **consistent with the criteria established in this policy, approve:**

1. Distribution of noncommercial materials that publicize services, special events, public meetings or other items of interest to students or parents/guardians
2. **Distribution of promotional materials of a commercial nature to students or parents/guardians**

(cf. 1700 - Relations Between Private Industry and the Schools)
3. **Paid advertisements on school property, including, but not limited to, advertisements on school buildings, athletic fields, scoreboards, and billboards**
4. **Paid advertisements in school-sponsored publications, yearbooks, announcements, and other school communications, including web sites and social media**
5. **Products and materials donated by commercial enterprises for educational use, including those that bear the name and/or logo of the donor, as long as they do not unduly promote the donor or any commercial activity or product**

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

~~(cf. 5145.2 - Freedom of Speech/Expression)~~

~~(cf. 6145.5 - Student Organizations and Equal Access)~~

~~(cf. 6162.8 - Research)~~

~~2. Paid advertisements on school property, including but not limited to, adv billboard advertisements~~

~~3. Products and materials donated by commercial enterprises for use in the classroom, as long as they serve an educational purpose and do not unduly promote any commercial activity or products. Such materials may bear the name and/or logo of the donor.~~

~~(cf. 3290 - Gifts, Grants and Bequests)~~

~~(cf. 6161.11 - Supplementary Instructional Materials)~~

Prior to the distribution, posting, or publishing of any nonschool group's promotional

ADVERTISING AND PROMOTION

materials or advertisement, the Superintendent, principal, or designee shall review the materials or advertisement based on the criteria listed below. He/she may not disapprove materials or advertisement in an arbitrary or capricious manner or in a way that discriminates against a particular viewpoint on a subject that is otherwise allowed by Board policy.

~~Prior to distribution or publication, the Superintendent, principal or designee shall review and approve all advertising copy and promotional materials to ensure compliance with Board policy.~~

All materials to be distributed shall bear the name and contact information of the sponsoring entity.

As necessary, the Superintendent, principal, or designee shall require a disclaimer on any nonschool group's promotional materials to be distributed, posted, or published, stating that the distribution, posting, or publishing of the materials does not imply district endorsement of the group's activities, products, or services. District- and school-sponsored publications shall include a disclaimer stating that the district or school does not endorse any advertised products or services.

Criteria for Approval

The Superintendent, principal, or designee shall not accept for distribution, or allow on school property, any materials or advertisements that:

1. Are lewd, obscene, libelous, or slanderous
2. Incite students to commit unlawful acts, violate school rules, or disrupt the orderly operation of the schools
3. Promote any particular political interest, candidate, party, or ballot measure, unless the candidates or advocates from all sides are provided the opportunity to present their views to the students during school hours or during events scheduled pursuant to the Civic Center Act
4. Contain prayer or proselytizing language
5. Position the district on any side of a controversial issue
6. Discriminate against, attack, or denigrate any group on account of any unlawful consideration
7. Promote the use or sale of materials or services that are illegal or inconsistent with school objectives, including, but not limited to, materials or advertisements for

ADVERTISING AND PROMOTION

tobacco, intoxicants, and movies or products unsuitable for children

8. Promote during the school day any food or beverage that does not comply with state nutritional standards pursuant to Education Code 49430-49434, including a corporate incentive program that offers free or discounted foods or beverages that do not meet nutritional standards as rewards for students who reach certain academic goals. This prohibition does not include advertising on clothing with brand images worn on school grounds, advertising contained in product packaging, or advertising of infrequent school fundraising events involving food or beverages that do not meet the nutritional standards. (Education Code 49431.9)
9. Solicit funds or services for an organization, with the exception of solicitations authorized in Board policy
10. Distribute unsolicited merchandise for which an ensuing payment is requested

~~The Superintendent, principal or designee may selectively approve or disapprove distribution of materials or publishing of copy based on the criteria listed below, but may not disapprove materials or copy in an arbitrary or capricious manner or in a way that discriminates against a particular viewpoint on a subject that would otherwise be allowed.~~

~~The use of promotional materials or advertisements does not imply district endorsement of any identified products or services. Schools are encouraged to include a disclaimer in school publications and yearbooks stating that the school does not endorse any advertised products or services.~~

~~Criteria for Approval~~

~~The Superintendent, principal or designee shall not accept for distribution any materials or advertisements that:~~

1. ~~Are obscene, libelous or slanderous (Education Code 48907)~~
2. ~~Incite students to commit unlawful acts, violate school rules or disrupt the orderly operation of the schools (Education Code 48907)~~
3. ~~Promote any particular political interest, candidate, party or ballot measure, unless such materials are being distributed at a forum in which candidates or advocates from all sides are presenting their views to the students during school hours or during events scheduled pursuant to the Civic Center Act~~

~~(cf. 1160 – Political Processes)~~

~~(cf. 1330 – Use of School Facilities)~~

~~(cf. 4119.25/4219.25/4319.25 – Political Activities of Employees)~~

ADVERTISING AND PROMOTION

4. ~~Discriminate against, attack or denigrate any group on account of any unlawful consideration~~

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

5. ~~Promote the use or sale of materials or services that are illegal or inconsistent with school objectives, including but not limited to materials or advertisements for tobacco, intoxicants, and movies or products unsuitable for children~~

6. ~~Solicit funds or services for an organization, with the exception of solicitations authorized in Board policy~~

~~(cf. 1321—Solicitation of Funds from and by Students)~~

7. ~~Distribute unsolicited merchandise for which an ensuing payment is requested.~~

8. ~~All non-school flyers must contain a clear statement of non-school sponsorship.~~

9. ~~No distribution shall be made which may promote any commercial or profit-making organization, activity, or product.~~

The Superintendent or designee also may consider the educational value of the materials or advertisements, the age or maturity of students in the intended audience, and whether the materials or advertisements support the basic educational mission of the district, directly benefit the students or are of intrinsic value to the students or their parents/guardians.

~~(cf. 0000—Vision)~~

Schools may establish additional criteria pertaining to the content of advertisements in school publications and yearbooks **as deemed appropriate by the Superintendent or designee in accordance with law and Board policy.** ~~Such criteria may limit advertisements to those that contain congratulatory or commemorative messages, curriculum-related content, advertisements for products or services of interest to students, noncontroversial content, and/or other content deemed appropriate by the school publication staff and adviser in accordance with law and Board policy.~~

State:

- Bus. Code 25664: Advertisements encouraging minors to drink
- CA Constitution Article 1, Section 2: Freedom of speech and expression
- Ed. Code 35160: Authority of governing boards
- Ed. Code 35160.1: Broad authority of school districts
- Ed Code 35172: Promotional activities
- Ed Code 38130-38139: Civic Center Act
- Ed Code 49430-49434: The Pupil Nutrition, Health, and Achievement Act of 2001
- Ed. Code 49431.9: Prohibition of advertisement of non-nutritious foods
- Ed. Code 7050-7058: Political activities of school officers and employees

Federal:

- 42 USC 1751-1769j: School Lunch Program

ADVERTISING AND PROMOTION

42 USC 1773: School Breakfast Program

U.S. Constitution: Amendment 1; Free exercise, free speech, and establishment clauses

Management Resources:

Court Case: Yeo v. Town of Lexington, (1997) 131 F3rd 241

Court Case: Bright v. Los Angeles Unified School District, (1976) 18 Cal. 3d 350

Court Case: DiLoreto v. Downey Unified School District, (1999) 196 F.3d 958

Court Case: Hemry v. School Board of Colorado Springs, (D.Col. 1991) 760 F.Supp. 856

Court Case: Hills v. Scottsdale Unified School District, (2003) 329 F.3d 1044

Court Case: Lehman v. Shaker Heights, (1974) 418 U.S. 298

Website: CSBA District and County Office of Education Legal Services

Website: CSBA

Legal Reference:

~~EDUCATION CODE~~

~~7050-7058 Political activities of school officers and employees~~

~~35160 Authority of governing boards~~

~~35160.1 Broad authority of school districts~~

~~35172 Promotional activities~~

~~38130-38138 Civic Center Act~~

~~48907 Student exercise of free expression~~

~~BUSINESS AND PROFESSIONS CODE~~

~~25664 Advertisements encouraging minors to drink~~

~~U.S. CONSTITUTION~~

~~Amendment 1, Freedom of speech and expression~~

~~COURT CASES~~

~~Diorite v. Downey Unified School District, (1999) 196 F.3d 958~~

~~Yeo v. Town of Lexington, (1997) U.S. First Circuit Court of Appeals, No. 96-1623~~

~~Hemry v. School Board of Colorado Springs, (D.Col. 1991) 760 F.Supp. 856~~

~~Bright v. Los Angeles Unified School District, (1976) 134 Cal. Rptr. 639, 556 P.2d 1090, 18 Cal. 3d 350~~

~~Lehman v. Shaker Heights, (1974) 418 U.S. 298~~

Policy Adopted: ~~11/8/06~~ 11/8/2023

ORCUTT UNION SCHOOL DISTRICT
Orcutt, California



BUSINESS SERVICES MEMORANDUM

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

FROM: Sandra Knight
Assistant Superintendent, Business Services

BOARD MEETING DATE: October 11, 2023

BOARD AGENDA ITEM: Board Policy 1330 Use of School Facilities

BACKGROUND: We became aware of the need to revisit this policy due to the increasing length of our school day through the Expanded Learning Opportunity Program and interaction with users of our facilities during this time. The policy reflects the Governing Boards belief that school facilities and grounds are a vital community resource which should be used to foster community involvement and development, but that it shouldn't be done at the expense of the school district. The policy has been streamlined with more information contained in the Administrative Regulation and attachment. Therefore, the Board authorizes the use of school facilities by district residents and community groups for purposes specified in the Civic Center Act, to the extent that such use does not interfere with school activities or other school-related uses.

RECOMMENDATION: It is recommended that the Board of Trustees adopt the updated Board Policy 1330 Use of School Facilities for the first reading and that is be placed on the next Consent Agenda for the second reading.

FUNDING: N/A

USE OF SCHOOL FACILITIES

General Policy

The Governing Board believes that school facilities and grounds are a vital community resource which should be used to foster community involvement and development. Therefore, the Board authorizes the use of school facilities by district residents and community groups for purposes specified in the Civic Center Act, to the extent that such use does not interfere with school activities or other school-related uses.

The Superintendent or designee shall give priority to school-related activities in the use of school facilities and grounds. Other uses authorized under the Civic Center Act shall be on a first-come, first-served basis.

For the effective management and control of school facilities and grounds, the Superintendent or designee shall maintain procedures and regulations that: (Education Code 38133)

1. Aid, encourage, and assist groups desiring to use school facilities for approved activities
2. Preserve order in school facilities and on school grounds and protect school facilities, including the designation of a person to supervise this task, if necessary
3. Ensure that the use of school facilities or grounds is not inconsistent with their use for school purposes and does not interfere with the regular conduct of schoolwork

Subject to prior approval by the Board, the Superintendent or designee may grant the use of school facilities or grounds on those days on which district schools are closed. (Education Code 37220)

There shall be no advertising on school facilities and grounds except as specified in Board Policy 1325 - Advertising and Promotion.

As necessary to ensure efficient use of school facilities, the Superintendent or designee may, with the Board's approval, enter into an agreement for the joint use of any school facilities or grounds. The Board shall approve any such agreement only if it determines that it is in the best interest of the district and the community.

Fees

The Board shall adopt a comprehensive schedule of fees to be charged for community use of school facilities and grounds, including, but not limited to, the multipurpose room(s), playing or athletic field(s), track and field venue(s), tennis court(s), and outdoor basketball court(s). The schedule of fees shall be prepared in accordance with 5 CCR 14037-14041. (5 CCR 14041)

USE OF SCHOOL FACILITIES

The Board believes that the use of school facilities or grounds should not result in an expense to the district. The Superintendent or designee shall charge all groups granted the use of school facilities or grounds under the Civic Center Act an amount not to exceed direct costs determined in accordance with 5 CCR 14037-14041. (Education Code 38134)

Additionally, when any use of school facilities or grounds is for religious services, the district shall charge an amount at least equal to the district's direct costs. (Education Code 38134)

Groups shall be charged fair rental value when using school facilities or grounds for entertainment or meetings where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the district's students. (Education Code 38134)

Calculating Direct Costs

Direct costs to be charged for community use of each, or each type of, school facility or grounds shall be calculated in accordance with 5 CCR 14038 and may reflect the community's proportionate share of the following costs: (Education Code 38134; 5 CCR 14038-14041)

1. Capital direct costs calculated in accordance with 5 CCR 14039, including the estimated costs of maintenance, repair, restoration, and refurbishment of non-classroom space school facilities or grounds
2. Operational direct costs calculated in accordance with 5 CCR 14040, including estimated costs of supplies, utilities, janitorial services, other services performed by district employees and/or contracted workers, and salaries and benefits paid to district employees directly associated with the administration of the Civic Center Act to operate and maintain school facilities and grounds

Direct cost fees shall not be discounted to any group or organization except when the discount is specifically authorized in the adopted fee schedule. (5 CCR 14041)

Expending Funds Collected as Capital Direct Costs

Any funds collected as capital direct costs shall be deposited into a special fund to be used only for capital maintenance, repair, restoration, and refurbishment of school facilities and grounds. (5 CCR 14042)

Use of School Facility as Polling Place

The Board may authorize the use of school buildings as polling places, or vote centers for election day. The Board may also authorize the use of school buildings, without cost, for

USE OF SCHOOL FACILITIES

the storage of voting machines and other vote-tabulating devices. However, if a city or county elections official specifically requests the use of a school building as a polling place, or vote center on election day and/or during the 10 days preceding election day, as well as during key dates necessary for drop-off, set-up, and pick-up of election materials, as determined by the elections official, the Board shall allow its use for such purpose. If school will be in session, the Superintendent or designee shall identify to elections officials the specific areas of the school buildings not occupied by school activities that will be allowed for use as a polling place or vote center. (Elections Code 12283)

When a school is used as a polling place or vote center, the Superintendent or designee shall provide the elections official a site with an adequate amount of space that will allow the precinct board to perform its duties in a manner that will not impede, interfere, or interrupt the normal process of voting and shall make a telephone line for Internet access available for use by local elections officials if so requested. The Superintendent or designee shall make a reasonable effort to ensure that the site is accessible to persons with disabilities. (Elections Code 12283)

The Superintendent or designee shall establish procedures to ensure student safety and minimize disruptions whenever school is in session while the facilities are being used as a polling place or vote center.

State:

5 CCR 14037-14042: Proportionate direct costs for use of school facilities and grounds
Bus. Code 25608: Alcohol on school property; use in connection with instruction
Ed. Code 10900-10914.5: Community recreation programs
Ed. Code 32280-32289.5: School safety plans
Ed. Code 37220: School holidays
Ed. Code 38130-38138: Civic Center Act; use of school property for public purposes
Ed. Code 51860: Time and facilities for bicycle and scooter safety instruction
Elec. Code 12283: Polling places: schools
Gov. Code 54950-54963: The Ralph M. Brown Act
M&V Code 1800: Definitions

Federal:

20 USC 7905: Equal access to public school facilities
40 CFR 141.1-141.723: Drinking water standards

Management Resources:

Attorney General Opinion: 79 Ops.Cal.Atty.Gen 248 (1996)
Attorney General Opinion: 82 Ops.Cal.Atty.Gen. 90 (1999)
Court Decision: Ellis v. Board of Education, (1945) 27 Cal.2d 322
Court Decision: Good News Club v. Milford Central School, (2001) 533 U.S. 98
Court Decision: Lamb's Chapel v. Center Moriches Union Free School District, (1993) 508 U.S. 384
Court Decision: ACLU v. Board of Education of Los Angeles, (1961) 55 Cal.2d 167
Court Decision: Cole v. Richardson, (1972) 405 U.S. 676
Court Decision: Connell v. Higgenbotham, (1971) 403 U.S. 207
CSBA Publication: Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009
CSBA Publication: Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, Policy Brief, February 2010
Website: CSBA District and County Office of Education Legal Services
Website: California Department of Education

USE OF SCHOOL FACILITIES

Website: CSBA

~~The Board of Trustees encourages the use of any and all school facilities for community activities eligible under the *California Civic Center Act, Education Code Section 38130 et. seq.* Applications for uses not covered by the Civic Center Act shall be rejected.~~

-

~~Use of the school facilities under the *Civic Center Act* shall be available to organizations, including but not limited to, parent teacher associations, Camp Fire Girls, Boy Scout troops, farmers' organizations, and groups or clubs of students or citizens formed for recreational, educational, political, economic, artistic, or moral activities.~~

-

~~No use of school facilities shall be granted in such a manner as to constitute a monopoly for the benefit of any person or organization, and no privilege of using the building or grounds shall be granted for a period exceeding one year. The Use of Facilities Permit is nontransferable from one organization to another organization.~~

-

~~All permits will be issued for specific rooms and for specific hours. It shall be the responsibility of the organization using the building to see that the unauthorized portions of the buildings are not disturbed.~~

~~No privilege of using buildings by groups will be granted:~~

-

- ~~• On such occasions or during such hours as interfere with the regular functions of the school.~~
- ~~• For a period exceeding one year.~~
- ~~• On January 1 and July 4, Thanksgiving or Christmas.~~

~~Use of Playground and Athletic Fields:~~

~~Playgrounds shall generally be open and available for community use every day after regular school hours. No use of school grounds shall be granted:~~

- ~~• During hours which interfere with the regular functions of the school (including maintenance of the fields and playgrounds).~~
- ~~• For a period exceeding one year.~~

-

~~The Superintendent or designee is authorized to approve all applications for use of school facilities as provided in the *Civic Center Act*.~~

~~The use of products containing tobacco and/or nicotine, including, but not limited to, smokeless tobacco, snuff, chew, clove cigarettes, and electronic nicotine delivery systems, such as electronic cigarettes, electronic hookahs, and other vapor emitting devices, with or without nicotine content, that mimic the use of tobacco products any time, in charter school or school district owned or leased buildings, on school or district property, and in school or district vehicles is prohibited. However, this section does not~~

USE OF SCHOOL FACILITIES

~~prohibit the use or possession of prescription products, or other cessation aids such as nicotine patches or nicotine gum. Student use or possession of such products must conform to laws governing student use and possession of medications on school property.~~

~~Facility Fee Categories~~

~~When no admission fees are charged and no contributions are solicited, the use of facilities, with the exception of the gyms, shall be granted free of charge to groups which are directly related to youth attending the Oreutt Union School District. Meetings qualifying under these provisions shall be non-exclusive, open to the public, free of charge, and scheduled on school days to end no later than 9:30 p.m. The conditions under which an organization is charged for use of school facilities are dependent upon the type of organization and the nature of the activities to be conducted. These factors are considered in the following categories:~~

GROUP FEE CATEGORIES	
CATEGORY A	Organizations that exist to serve youth groups or whose activities are related to Oreutt Union School District age youth shall be allowed to use school facilities (with the exception of gyms) at no cost provided their activities are scheduled on regular school days and end by 9:30 pm. i.e., PTAs, Boy Scouts, 4H, Oreutt Youth Leagues
CATEGORY B	Organizations qualifying for civic center use who are engaged in a fund raising activity shall be required to pay fees under Schedule B which is designed to return direct costs for the use of the facility. i.e., K-12 Educational Institutions, and same groups in Category A.
CATEGORY C	Organizations or groups of adults formed for character building, recreation, educational, scientific, or artistic activities shall pay fees as set forth in Category C which is established at "fair rental value." i.e., Hancock College, Cultural Associations, Community (Church) Pot Luck
CATEGORY D	Organizations or groups formed for political, economic or religious activities, or other groups not open to the general public, shall pay fees as set forth in Category D which are commercial rates. i.e., Church services, for profit businesses.

~~Staff and Facility Fee Charges~~

- ~~— All charges must be paid in advance. In cases where the exact amount is not known, an adequate deposit will be collected and adjustments made as soon as the exact charge is determined.~~
- ~~— Use of the facility may be denied unless the applicant brings a copy of the approved application to the facility on the date of the scheduled activity. School personnel shall not open or allow access to any facilities until such authorization is presented. Staff time rates will be revised annually to reflect costs.~~

USE OF SCHOOL FACILITIES

Legal Reference:

-

Education Code

~~10900- Community Recreation Programs~~

~~10914.5~~

~~38130-38138 Civic Center Act: use of school property for public purposes~~

Court Decisions:

~~79 Ops. Cal. Atty. Gen 248 (1996)~~

~~ACLU of So. Calif. v. Board of Education of Los Angeles (1961) 55 Cal. 2d 167~~

~~ACLU of So. Calif. v. Board of Education of San Diego (1961) 55 Cal. 2d 906~~

~~ACLU of So. Calif. v. Board of Education of Los Angeles (1963) 59 Cal. 2d 203~~

~~ACLU of So. Calif. v. Board of Education of San Diego (1963) 59 Cal. 2d 224~~

~~Connell v. Higgenbotham, (1971) 403 U.S. 207, 91 S.Ct. 1772~~

~~Cole v. Richardson, (1972) 405 U.S. 676, 92 S.Ct. 1332~~

~~Lamb's Chapel v. Center Moriches Union Free School District (1963) 113 S. Ct 2141~~

~~Attorney General's Opinion No. 63-248~~

State:

5 CCR 14037-14042: Proportionate direct costs for use of school facilities and grounds

Bus. Code 25608: Alcohol on school property; use in connection with instruction

Ed. Code 10900-10914.5: Community recreation programs

Ed. Code 32280-32289.5: School safety plans

Ed. Code 37220: School holidays

Ed. Code 38130-38138: Civic Center Act; use of school property for public purposes

Ed. Code 51860: Time and facilities for bicycle and scooter safety instruction

Elec. Code 12283: Polling places: schools

Gov. Code 54950-54963: The Ralph M. Brown Act

M&V Code 1800: Definitions

Federal:

20 USC 7905: Equal access to public school facilities

40 CFR 141.1-141.723: Drinking water standards

Management Resources:

Attorney General Opinion: 79 Ops. Cal. Atty. Gen. 248 (1996)

Attorney General Opinion: 82 Ops. Cal. Atty. Gen 90 (1999)

Court Decision: Ellis v. Board of Education, (1945) 27 Cal.2d 322

Court Decision: Good News Club v. Milford Central School, (2001) 533 U.S. 98

Court Decision: Lamb's Chapel v. Center Moriches Union Free School District, (1993) 508 U.S. 384

Court Decision: ACLU v. Board of Education of Los Angeles, (1961) 55 Cal. 2d 167

Court Decision: Cole v. Richardson, (1972) 405 U.S. 676

Court Decision: Connell v. Higgenbotham, (1971) 403 U.S. 207

CSBA Publication: Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009

CSBA Publication: Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, Policy Brief, February 2010

Website: CSBA District and County Office of Education Legal Services

Website: California Department of Education

Website: CSBA

Community Relations

BP 1330 (f)

USE OF SCHOOL FACILITIES

Policy Adopted: ~~4/15/2014~~ 11/8/2023

ORCUTT UNION SCHOOL DISTRICT
Orcutt, California



BUSINESS SERVICES MEMORANDUM

TO: Board of Trustees
Holly Edds, Ed.D

FROM: Sandra Knight
Assistant Superintendent, Business Services

BOARD MEETING DATE: October 11, 2023

BOARD AGENDA ITEM: Resolution No. 3 California Energy Commission 0% Loan Application

BACKGROUND: This resolution is for authorization to apply for an energy efficiency loan from the California Energy Commission to implement energy efficiency projects. This would be a 0% interest loan for \$3 million to be paid back over approximately twenty years. Proceeds from the loan would be used to install solar at a few existing developed sites around the district.

RECOMMENDATION: Staff recommends that the Board of Trustees adopt Resolution No. 3, for authorization to apply for an energy efficiency 0% loan from the California Energy Commission in the amount of \$3 million.

FUNDING: N/A

RESOLUTION NO. 3

Orcutt Union School District

WHEREAS, the California Energy Commission provides loans to schools, hospitals, local governments, special districts, and public care institutions to finance energy efficiency improvements;

NOW THEREFORE, BE IT RESOLVED, that **Orcutt Union School District Board of Trustees** authorizes **Orcutt Union School District** to apply for energy efficiency loan from the California Energy Commission to implement energy efficiency measures.

BE IT ALSO RESOLVED, that in compliance with the California Environmental Quality Act (CEQA), **Orcutt Union School District Board of Trustees** finds that the activity funded by the loan is not a project because it would be exempt under California Public Resources Code 2108.35 because the installation of a solar energy system would be at an existing developed site.

BE IT ALSO RESOLVED, that if recommended for funding by the California Energy Commission, the **Orcutt Union School District Board of Trustees** authorizes **Orcutt School District** to accept a loan up to **\$3,000,000.**

BE IT ALSO RESOLVED, that the amount of the loan will be paid in full, plus interest, under the terms and conditions of the Loan Agreement and Promissory Note of the California Energy Commission.

BE IT FURTHER RESOLVED, that **Dr. Holly Edds** is hereby authorized and empowered to execute in the name of **Orcutt Union School District** all necessary documents to implement and carry out the purpose of this resolution, and to undertake all actions necessary to undertake and complete the energy efficiency projects.

Passed, Approved and Adopted this 11th day of October, 2023.

Governing Board Representatives:

Shaun Henderson _____
Lisa Morinini _____
Liz Phillips _____
Mark Steller _____
Melanie Waffle _____



HUMAN RESOURCE MEMORANDUM

TO: Board of Trustees
Holly Edds, Ed.D

FROM: Susan Salucci
Assistant Superintendent, Human Resource

BOARD MEETING DATE: October 11, 2023

BOARD AGENDA ITEM: Alliant International University Supervised Practicum, Student Teacher and Internship Agreement

BACKGROUND: Alliant International University's California School of Education is requesting Approval of the Supervised Practicum, Student Teacher and Internship Agreement with the Orcutt Union School District for the Teacher Credential, School Psychology and School Counseling Programs.

RECOMMENDATION: It is recommended that the Board of Trustees approve the Alliant International University California School of Education's Supervised Practicum, Student Teacher and Internship programs for the Teacher Credential, School Psychology and School Counseling Agreement with the Orcutt Union School District.

FUNDING: N/A



Alliant International University
California School
of Education

MEMORANDUM OF UNDERSTANDING

Between

ALLIANT INTERNATIONAL UNIVERSITY, INC. A CALIFORNIA PUBLIC BENEFIT CORPORATION

And

ORCUTT UNION ELEMENTARY SCHOOL DISTRICT

Alliant International University, Inc., a California Public Benefit Corporation (the “University”), and Orcutt Union Elementary School District (the “District”) agree to the following conditions that apply to Practicum Students, Student Teachers, and Teacher Interns (collectively, “Interns”) who are or will be enrolled in the Teacher Credential Program, the MA/PPS: School Psychology Program or School Counseling Program through the California School of Education at Alliant International University and will be serving their Practicum or Internship in the District. Interns nominated by either the University or the District shall be mutually acceptable by both the University and the District, and shall be subject to a mutually acceptable placement within the District. This Memorandum of Understanding shall become effective October 01, 2023 for a period of three (3) calendar years. This Memorandum of Understanding may be terminated by either party with sixty (60) days’ written notice, unless both parties agree to an earlier termination date. Any termination of the Memorandum of Understanding by either party shall not affect the status of any Intern who has been placed with the District prior to the effective date of termination.

The University agrees and certifies that:

1. Each Candidate shall have passed the Basic Skills Requirement or California Basic Educational Skill Test (CBEST) and, for Student Teachers and Teacher Interns, required subject matter competency prior to assuming Student Teaching or Intern services or responsibilities.
2. Each Candidate shall possess a Bachelor’s Degree, documented by official transcripts with a minimum overall GPA of 2.5. Teacher Credential Interns shall have passed the subject matter requirement.
3. Each Teacher Intern shall have a minimum of 120 hours of verified pre-service experience with students in educational settings. Each School Psychology Intern shall have a minimum of 450 hours of verified Practicum Experience and 1200 hours of Culminating Field Experience or Internship, and each School Counseling Intern shall have a minimum of 100 hours of verified Practicum Experience and 800 hours of Culminating Field Experience or Internship.
4. Each Teacher Intern shall have passed U.S. Constitution coursework or examination.
5. Each Candidate shall be provided adequate supervision, advice, encouragement and support, as appropriate, by University personnel, including but not limited to the University faculty and the University field supervisor as directed by the California Commission on Teacher Credentialing Standards.
6. University Supervisors will observe and evaluate Teacher Interns at least three (3) times during an 8-week term and allocate time with each Intern after each visit to discuss the video observation.

7. Alliant Personnel will interact with District Support Providers at the beginning of the Candidate's field placement in order to establish roles and duties in order to best support the Candidate.
8. For Teacher Education programs, District Support Providers will be required to provide one evaluation per Alliant academic term (8 weeks) using Alliant's evaluative matrix based on the Teacher Performance Expectations (TPE) established by the Commission on Teacher Credentialing (CTC).
9. The University agrees to pay a stipend to master teachers in the amount of \$175 per 8-week term.
10. The University understands that all Student Teacher Candidates, Interns, and PPS Students are required to adhere to all state and local health orders.

FINGERPRINT

The University shall comply with the requirements of California Education Code Section 45125.1, and perform the following acts:

- A. Require all students and employees of University who may enter a school site during the time that pupils are present to submit their fingerprints in a manner authorized by the California Department of Justice (the "CDOJ");
- B. Prohibit students and employees of University from coming into contact with pupils until the CDOJ has ascertained that the student or employee has not been convicted of a felony as defined in California Education Code Section 45122.1;
- C. Certify in writing to the District that neither University nor any of University's employees or students who may enter a school site during the time that pupils are present have been convicted of a felony as defined in California Education Code Section 45122.1 and provide such certification to the District administrator for this contract; and
- D. Provide a list of the names of University's students and employees who may have contact with pupils to the District administrator for this contract. This list shall be updated for student and employee changes and shall list students and employees by appropriate school site.
- E. The District may require the University and its students who may have contact with pupils to submit to additional background checks at the District's sole and absolute discretion

TB CLEARANCE

University certifies that all personnel providing services to students of the District are adequately screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students and that such personnel shall provide evidence of freedom from tuberculosis within the past sixty (60) days before starting service at the school site.

The District agrees and certifies that:

1. The purpose of the Internship Program is to add to the pool of qualified teachers, school psychologists, or school counselors that the District has continually sought to maintain.
2. The District and the University, in partnership, will ensure School Counseling candidates meet with their supervisor for one (1) hour of individual or one-and-one half (1.5) hours of small group (limited 8 candidates per group) supervision per week.
3. The District and the University, in partnership, will ensure that Site Supervisors for School Counselors meet the following qualifications: (1) Possession of a valid PPS School Counselor Credential (2) Minimum of two (2) years PPS experience as appropriate to the candidate's fieldwork setting. (3) The supervisor is responsible to undergo training in models of supervision, the SCPEs, and program fieldwork requirements and share

responsibility for the quality of field experience, design of field experiences, quality of clinical progress, and assessment and verification of candidate competence.

4. The District and the University, in partnership, will ensure that the Site Supervisors for School Psychologists meet the following qualifications: (1) Possession of a PPS School Psychologist Credential (2) Minimum of three (3) years of experience as professional in the field. (3) Knowledge of context and content appropriate to the practicum experience.
5. The Intern's services shall meet the instructional or service needs of the District.
6. The District and Student Teacher or Intern agree to provide quality educational experience to their students through synchronous, asynchronous, in-person and / or online/ distance learning environments.
7. The District and Student Teacher or Intern understand they will be requested to use Video Progress Assessments, Teacher Candidates are required to show their ability to conduct a lesson to, at minimum, a small group of at least 4 students.
8. Each Intern shall be assigned as an Intern under a contract with an appointment of at least .60 FTE of her/his workday, and placed in a job that shall allow for substantial experience in instructional or service duties.
9. No appointment shall be made unless the prospective Intern provides proof of fingerprint clearance of a criminal background check or a photocopy of a California teaching permit, and verification that he or she is free from tuberculosis.
10. No Intern shall displace any fully credentialed employee in the District.
11. Each Intern shall be provided adequate supervision, advice, encouragement and support, as appropriate, by District personnel, including but not limited to both an immediate field supervisor and an in-district mentor as directed by the California Commission on Teacher Credentialing Standards.
12. The District and the University, in partnership, must provide support for each Intern.
13. The District and University, in partnership, must provide a total of 189 hours annually of support for each teacher intern (45 hours of which will be dedicated to ELL support).
14. The Intern's salary shall not be reduced to pay for the supervision of the Intern.
15. The District/School agrees that Student Teacher Candidates shall not receive compensation for hours accrued during their Clinical Practice course work.
16. District Support Providers will interact with Alliant Personnel at the beginning of the candidate's field placement in order to establish roles and duties in order to best support the candidate.
17. The District Support Provider will observe and evaluate each Intern Teacher at least one time during a term (4 times in an academic year because the candidate is required to complete four 8-week terms of clinical practice over the course of the academic year) and allocate time with each Intern after each visit to discuss the observation. The District Support Provider will provide evidence of each observation and evaluation to the University Supervisor.
18. District Site Support Providers must hold credentials in the same areas as the Interns they support and/or hold an Administrative Services Credential.

19. All Intern Teachers and Student Teachers must have experience working with diverse student populations including English Language Learners (ELLs), students with disabilities, and students from varying socioeconomic statuses. For Clinical Practice placements, 10% of each area of the student population must be comprised of each of the following: ELLs, students with disabilities, and students from a low socioeconomic background. If a candidate is in a Clinical Practice placement that falls short of the 10% threshold in any of the aforementioned areas, the District understands that for each percentage point below that threshold, the candidate will be required to observe for two (2) full days in either an ELL classroom, a Special Education classroom, or a classroom at a Title 1 school, depending on the area or areas, of deficient diverse student population group(s), to gain sufficient experience in those student population groups.
20. District Intern Support Providers, and master teachers must have a minimum of three (3) years' teaching experience, have a Clear Credential in the credential area they are supervising (or an Administrative Service Credential), and have a Master's degree or equivalent. The District confirms that its Intern Support Providers have been adequately trained in their supervisory roles.
21. Should an Intern or Student Teacher subject to this MOU fail to adhere to any of the above expectations, District will work with the University to reach a mutually acceptable outcome. If a mutually acceptable outcome cannot be reached between District and the University, District reserves the right to release any Intern or Student Teacher.

INSURANCE

Alliant International University, Inc. shall maintain commercial general liability insurance from an insurance carrier with an AM Best rating of A- VII or better in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate, and shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Memorandum of Understanding. Further, University agrees to maintain sexual misconduct liability insurance, at \$2,000,000 for each victim, and \$4,000,000 for each policy year.

The District shall provide and maintain commercial general liability insurance acceptable to Alliant International University, Inc., or utilize a program of self-insurance in the minimum amounts of \$1,000,000 combined single limit, \$3,000,000 general aggregate, and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Memorandum of Understanding.

The parties understand and agree that Interns are not employees, contractors or agents of the parties. Interns are students of the University. It is understood and agreed that the University's students are not to be considered employees of the District and therefore students are not eligible for worker's compensation insurance under the District but that the University does maintain worker's compensation insurance for student coverage.

NON-DISCRIMINATION, HARASSMENT, RETALIATION CLAUSE

The University and the District agree to abide by the requirements of all federal and state laws regarding prohibited discrimination, harassment, and retaliation, as well as equal opportunity, including, but not limited to: Titles VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act of 1975, the Americans with Disabilities Act of 1990, the Equal Pay Act, the Fair Employment & Housing Act of 1968, as amended, the California Unruh Civil Rights Act, the California Fair Pay Act, and the California Fair Employment & Housing Act of 1959, as amended.

The University and the District agree not to discriminate in their enrollment and employment practices, and will render services under this Memorandum of Understanding without regard to an individual's age, race, color, religion, creed, sex (including pregnancy, childbirth, breastfeeding, and related medical conditions), sexual orientation, gender, gender expression, gender identification, national origin, ancestry, genetic information, military or veteran status, political affiliation, disabilities, or any other legally protected status. The University and

the District will not permit harassment against individuals based on any of the aforementioned characteristics, nor will they permit retaliation against any individual who makes a good faith complaint regarding discrimination or harassment. Any act of discrimination, harassment, or retaliation committed by the University or the District or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Memorandum of Understanding.

MUTUAL HOLD HARMLESS AND INDEMNIFICATION; LIMITATION OF LIABILITY; STUDENT STATUS

The University shall hold harmless, defend and indemnify the District and its officers, employees, and agents from and against any and all losses, demands, claims, damages (including costs and attorneys' fees), or causes of action arising from any negligent act or omission or willful misconduct of the University, its officers, employees, or student teachers, incurred in the performance of this Memorandum of Understanding, but only in proportion in and to the extent that 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 the University, its officers, employees and agents.

The District shall hold harmless, defend and indemnify the University and its officers, employees, and agents from and against any and all losses, demands, claims, damages (including costs and attorneys' fees), or causes of action arising from any negligent act or omission or willful misconduct of the District, its officers, employees, or agents, incurred in the performance of this Memorandum of Understanding, but only in proportion in and to the extent that 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 the District, its officers, employees and agents.

Except for the indemnifying party's obligations pursuant to the immediately preceding two paragraphs or the other party's gross negligence or willful misconduct: (i) neither party shall be liable to the other party for any special, incidental, consequential, indirect or punitive damages (including loss of (anticipated) profits), and/or reasonable attorneys' fees and costs, arising in any way out of this Memorandum of Understanding, however caused and on any theory of liability.

Subject to the first two paragraphs of this section, a party shall have no liability to the other party for any loss suffered which arises out of any action or inaction if, in good faith, it is determined that such course of conduct was in the best interests of the parties involved and such course of conduct did not constitute gross negligence or intentional misconduct.

The parties to this Memorandum of Understanding hereby assert that no liability is assumed by either party for damages or injuries which arise from participants independently traveling to or from service sites.

The parties understand and agree that Interns are not employees, contractors or agents of the parties. Interns are students of the University. It is understood and agreed that the University's students are not to be considered employees of the District and therefore students are not eligible for worker's compensation insurance under the District but that the University does maintain worker's compensation insurance for student coverage.

The parties to this Memorandum of Understanding also agree that each is responsible only for the actions of their respective officers, agents, and employees. Neither party hereto is to be considered the agent of the other party for any purpose whatsoever, and neither party has any authority to enter into any contract or assume any obligation for the other party or to make any warranty or representation on behalf of the other party.

CONFIDENTIALITY

The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended ("FERPA"), and that the permission of students must be obtained before student data can be released to anyone.

The parties' mutual understanding on the treatment of Confidential Information (as defined below) is as follows:

1. The District and the University shall not, and shall not permit any of their respective employees, agents or contractors, to use, reproduce, distribute, publish, disclose, transmit or otherwise transfer, directly or indirectly, to any other person, organization or entity, any Confidential Information of the other party (or any portion thereof), except (i) to the extent necessary to perform its obligations to the other party in connection with this Memorandum of Understanding; or (ii) with the prior written permission of the other party. Each party agrees to disclose the Confidential Information of the other party solely to those of its employees, agents and contractors having a good faith need to know such information. Each party shall protect the Confidential Information of the other party by exercising at least the same measures that such party uses to protect its own confidential information of like character, which shall be no less than a reasonable standard of care. Each party shall be held responsible for any and all breaches of this paragraph by or through any employee, agent or contractor of such party. Each party shall (x) inform all employees, agents and contractors having access to any or all of the Confidential Information of the other party of the existence of this Memorandum of Understanding and the confidentiality obligations set forth herein; and (y) take sufficient steps to cause such employees, agents and contractors to observe the confidentiality obligations set forth herein. If either party or one of their employees, agents or contractors is compelled (by deposition, interrogatory, request for documents, subpoena, civil investigation demand or similar process) to disclose any of the Confidential Information of the other party, that party shall provide the other party with prompt prior written notice of such compulsion so that the other party may seek, at its own expense, a protective order or other appropriate remedy or, if appropriate, waive compliance with the terms of this Memorandum of Understanding.
2. As used herein, “Confidential Information” means all confidential information in documents or other tangible materials clearly marked as proprietary or confidential about, or disclosed by, either party to this Memorandum of Understanding, including knowledge, technical and business information relating to such party’s products, research and development, production, costs, engineering processes, artwork, designs, computer software, formulas, methods, ideas, concepts, contemplated new services, improvements, associations with other organizations, profit or margin information, finances, customers, suppliers, marketing, and past, present or future business plans and business arrangements, and information concerning employees (including, in the case of the University and the District, faculty), Interns, and students or prospective students (provided any disclosure relating to any student or prospective student is permitted by and carried out in accordance with FERPA). Notwithstanding the foregoing, no information shall be deemed Confidential Information if such information: (i) is generally known to the public on the date of disclosure of same or becomes generally known to the public after such date through no breach of this Memorandum of Understanding or any other obligation of confidentiality; (ii) was known by the party receiving such information under this Memorandum of Understanding (the “Receiving Party”) without any obligation to hold it in confidence at the time of disclosure; (iii) is received by the Receiving Party after the date of disclosure by the other party (the “Disclosing Party”) hereunder from a third party without imposition, knowledge or breach of any obligation of confidentiality; (iv) is independently developed by the Receiving Party after the date of disclosure by the Receiving Party without access to Confidential Information of the Disclosing Party; or (v) is approved for release by written authorization of the Disclosing Party.
3. The District and the University acknowledge that the University’s use of the internship programs may be subject to the privacy regulations outlined in FERPA, for the handling of such information. The District shall not knowingly disclose Confidential Information to any third party in violation of FERPA. The District represents and warrants that it will comply with FERPA to the extent applicable and will instruct its employees handling Intern student information provided by the University of its obligations under FERPA. The District further agrees that it will prohibit its employees from accessing any records of any student or prospective students at the University, including Interns, without a valid business reason to access such records.

GENERAL TERMS

This Memorandum of Understanding contains all of the terms and conditions between the parties. This Memorandum of Understanding may be revised or modified only by mutual agreement and written amendment signed by both parties.

Each party represents and warrants to the other party that: (i) it has all requisite power and authority to execute this Memorandum of Understanding and to perform its obligations hereunder; (ii) the execution, delivery and performance of this Memorandum of Understanding have been duly authorized and approved by each party, and will not conflict with any agreement of, or law applicable to, such party; (iii) this Memorandum of Understanding is a valid and binding agreement of each party enforceable in accordance with its terms.

In addition to its representations in the immediately preceding paragraph, the District represents and warrants to the University that:

1. it is and will continue to be in compliance all applicable federal, state, and local laws, including without limitation all privacy, data protection, advertising and marketing laws, and contracts;
2. neither it nor any of its affiliates has been debarred or suspended, or engaged in any activity that is cause for debarment or suspension, pursuant to applicable state law; and
3. it shall take any and all actions, or refrain from or cease such actions, as is necessary to maintain the University's reputation, accreditation, state approvals, Title IV eligibility, and academic integrity, including, but not limited to, adherence with the U.S. Department of Education's misrepresentation regulations provided at 34 C.F.R. Part 668 Subpart F.

Neither party may, without written approval of the other, assign this Memorandum of Understanding or transfer its interest or any part thereof under this Memorandum of Understanding to any third party, except that a party may assign its rights or obligations to a third party in connection with the merger, reorganization or acquisition of stock or assets affecting all or substantially all of the properties or assets of the assigning party.

This Memorandum of Understanding constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions or warranties among the parties other than those set forth herein provided for.

If any of the sections of this Memorandum of Understanding shall be deemed invalid, void, or for any reason unenforceable, that section shall be deemed severable and shall not affect the validity and enforceability of any remaining section.

Except for ancillary measures in aid of arbitration and for proceedings to obtain provisional or equitable remedies and interim relief, including, without limitation, injunctive relief, any controversy, dispute or claim arising out of or in connection with or relating to this Memorandum of Understanding, or the breach, termination or validity thereof or any transaction contemplated hereby (any such controversy, dispute or claim being referred to as a "Dispute"), shall be finally settled by arbitration administered by Judicial Arbitration & Mediation Services, Inc. ("JAMS"), pursuant to its Comprehensive Arbitration Rules & Procedures (the "JAMS Rules"). The parties understand and agree that, by signing this Agreement, they are expressly waiving, to the fullest extent permitted by law, any and all rights to a trial before a judge or jury or hearing before an adjudicative agency, regarding any disputes and claims which they now have or which they may in the future have that are subject to arbitration under this Agreement. There shall be one neutral arbitrator that shall be mutually agreed to by the parties or, if the parties do not agree, then one shall be appointed pursuant to JAMS's procedures, in each case, within 30 business days of receipt of the demand for arbitration by the respondent(s) in any such proceeding. An arbitration pursuant to this paragraph shall take place in San Diego, California. A final award shall be rendered as soon as reasonably possible. The Arbitrator shall permit both parties to engage in reasonable pre-hearing discovery to obtain information to prosecute or defend the asserted claims. The arbitration decision or award shall be in writing. The arbitrator shall have the authority to award any relief authorized by law in connection with the asserted claims or disputes. Judgment on the decision or award rendered by the arbitrator may be entered and specifically enforced in any court having jurisdiction thereof. All arbitrations commenced pursuant to this Memorandum of Understanding, or any

other related agreement or document, shall be consolidated and heard by the initially appointed arbitrator. The arbitration award or ruling shall provide for payment by the losing party of the fees and costs of the arbitration, including without limitation, the reasonable attorneys' fees and attorneys' costs incurred by the prevailing parties.

This Memorandum of Understanding, and any controversy arising out of or relating to this Memorandum of Understanding, shall be governed by and construed in accordance with the internal laws of the State of California, without regard to conflict of law principles that would result in the application of any law other than the law of the State of California.

This Memorandum of Understanding may be executed and delivered by email signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and each of which may be executed by less than all parties, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

The titles and subtitles used in this Memorandum of Understanding are used for convenience only and are not to be considered in construing or interpreting this Memorandum of Understanding.

All notices and other communications given or made pursuant to this Memorandum of Understanding shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth on the signature page hereto, or to such facsimile number or address as subsequently modified by written notice given in accordance with this paragraph.

The Sections titled "Non-Discrimination, Harassment, and Retaliation Clause," "Mutual Hold Harmless and Indemnification; Limitation of Liability; Student Status," "Confidentiality," and "General Terms" shall survive the termination of this Memorandum of Understanding.

The obligations of the parties to this MOU are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care, including, but not limited to, natural disasters, riots, wars, epidemics, pandemics, or any other similar cause.

(Signatures on following page)

IN WITNESS WHEREOF, and intending to be legally bound, the parties have duly executed this Memorandum of Understanding by their authorized representatives as of the date first written above.

Alliant International University, Inc.:

**Dr. Kristy Pruitt, Dean
California School of Education
Alliant International University, Inc.**

Date

Address:

**10455 Pomerado Rd.
San Diego, CA 92131**

Orcutt Union Elementary School District:

Orcutt Union Elementary School District

Date

Address:

**500 Dyer Street
Orcutt, CA 93455**



HUMAN RESOURCE MEMORANDUM

TO: Board of Trustees
Holly Edds, Ed.D

FROM: Susan Salucci
Assistant Superintendent, Human Resource

BOARD MEETING DATE: October 11, 2023

BOARD AGENDA ITEM: University of Kentucky Agreement for the Supervision of Non-Clinical Experience for the Social Work Education Program

BACKGROUND: The University of Kentucky is requesting approval of an Agreement for the Supervision of non-clinical experience with the Orcutt Union School District for the Social Work Education Program.

RECOMMENDATION: It is recommended that the Board of Trustees approve the University of Kentucky's Agreement for the Supervision of non-clinical experience for the Social Work Education Program with Orcutt Union School District.

FUNDING: N/A

EDUCATION AGREEMENT
BETWEEN
THE UNIVERSITY OF KENTUCKY
AND
ORCUTT UNION SCHOOL DISTRICT

This education agreement (the “Agreement”) between the University of Kentucky, College of Social Work, hereinafter known as “UNIVERSITY”, and Orcutt Union School District, hereinafter known as “AFFILIATE”, located at 500 Dyer Street, Orcutt, CA 93455, regarding an affiliation agreement for cooperative pursuit of their respective goals, is entered into this 11th day of October, 2023.

I. PURPOSE

The purpose of this document is to establish an agreement between the above parties in regard to their cooperation in the implementation of education experience opportunities for UNIVERSITY students enrolled in the UNIVERSITY’S College of Social Work. It defines the basis on which AFFILIATE will supervise students assigned to non-clinical experiences within said AFFILIATE. The scope of this Agreement is focused on the general activities planned and the assignment of responsibilities between the parties.

II. ACCREDITATION STANDARDS

AFFILIATE acknowledges that UNIVERSITY’s Social Work program is accredited by the Council on Social Work Education (CSWE). AFFILIATE agrees to adhere to all standards and practices that are now or during the term of this agreement may be required by CSWE for UNIVERSITY’s program to maintain or renew its accreditation status with CSWE.

III. SCHEDULE OF ACTIVITIES

The scheduling of activities for students will be in accordance with the schedule of courses at the UNIVERSITY and the schedule will be explored and planned with the appropriate personnel of the AFFILIATE. Student assignments, planned by the instructor in consultation with the appropriate supervisory personnel, will be selected in accordance with the particular experience and the opportunities available.

The number of students assigned to AFFILIATE and the times of rotations will be mutually agreed upon.

IV. UNIVERSITY RESPONSIBILITIES

The UNIVERSITY shall:

- A. Maintain responsibility and authority for all academic and educational matters and subsequent evaluation of students.
- B. Retain control of the educational program for students through faculty of the UNIVERSITY. Department chairs of the UNIVERSITY have authority to assure faculty and student access to appropriate resources, including the numbers and types of patients, for medical student education. The UNIVERSITY will regularly assess the learning environment of AFFILIATE to identify any positive and negative influences on professional standards and conduct of students.
- C. Provide a statement of philosophy and the objectives of curricular education.
- D. Assign only such students as are, to the extent of UNIVERSITY's knowledge, in good health at the time of reporting for assignment at AFFILIATE.
- E. Forward to AFFILIATE a summary of the student's training and experience which shall include at least information on the student's general health, related education, and experience.
- F. Assign student subject to the availability of the AFFILIATE's personnel for teaching and supervising.
- G. Appoint an Academic Coordinator who will be the liaison representative of the UNIVERSITY.
- H. Reserve the right to revoke any assignment prior to the student's entry into the education program at AFFILIATE.
- I. Withdraw any student from the educational experience at the request of AFFILIATE if the student's performance is unsatisfactory.
- J. Consider suggestions from the AFFILIATE regarding curriculum improvements subject to curriculum committee approval.

V. AFFILIATE RESPONSIBILITIES

The AFFILIATE shall:

- A. For the duration of student rotations, make available appropriate resources to facilitate student education. Students may participate in education or continuing education activities of the AFFILIATE as appropriate.
- B. Provide education experiences as stated in the objectives and philosophy of the UNIVERSITY and supervision appropriate to the academic level of assigned students.

C. Complete all applicable forms requested by the UNIVERSITY relating to student evaluation and information regarding the teaching site in a timely manner.

D. Request the UNIVERSITY to withdraw the student from the assigned education experience, when his/her conduct of performance is deemed unsatisfactory. To assist UNIVERSITY in its due process obligations to a student removed from the program, AFFILIATE agrees to provide a written statement of the reasons for the withdrawal or exclusion.

E. Provide information and/or training on appropriate security and personal safety measures to all UNIVERSITY students and faculty assigned to AFFILIATE in all locations where instruction occurs.

F. Allow student rotations to take place at all facilities owned and/or operated by AFFILIATE, as appropriate.

VI. STUDENT RESPONSIBILITIES

The STUDENT shall:

A. Be permitted AFFILIATE holidays.

B. Have the responsibility of transportation to and from the AFFILIATE's facilities and on any reasonable special assignment by AFFILIATE.

C. Provide medical insurance or other financial means to cover him/herself as to expenses which may arise as the result of illness or injury occasioned during his/her period of rotations at the AFFILIATE, acknowledging that since the STUDENT is not an employee of the UNIVERSITY or the AFFILIATE, the STUDENT is not protected by Worker's Compensation and neither the AFFILIATE nor the UNIVERSITY assumes liability for injuries or illness in the absence of a showing of actual negligence on the part of the UNIVERSITY or AFFILIATE or any of their agents.

D. Be responsible for following administrative policies of the AFFILIATE.

E. Notify the AFFILIATE of his/her intended time of arrival and be responsible for reporting to the designated individual at the AFFILIATE on time.

F. Be responsible for his/her own housing during education assignments.

G. Be subject to the rules and regulations of the AFFILIATE.

H. Not be considered an employee of the AFFILIATE, but a student participating in the practical education phase of his/her professional education.

VII. FINANCE

There are no financial obligations for the function of training activities for either party while students are assigned to the AFFILIATE.

VIII. EQUAL OPPORTUNITY

The University of Kentucky complies with the federal and state constitutions, and all applicable federal and state laws regarding nondiscrimination. The UNIVERSITY provides equal opportunities for qualified persons in all aspects of UNIVERSITY operations, and does not discriminate on the basis of race, color, national origin, ethnic origin, religion, creed, age, physical or mental disability, veteran status, uniformed service, political belief, sex, sexual orientation, gender identity, gender expression, pregnancy, marital status, genetic information, social or economic status, or whether the person is a smoker or nonsmoker, as long as the person complies with UNIVERSITY policy concerning smoking.

IX. LIABILITY

UNIVERSITY shall maintain liability insurance for itself, agents, officers and employees in the amounts of not less than One Million Dollars (\$1,000,000.00) per claim and Three Million Dollars (\$3,000,000.00) aggregate per policy year.

AFFILIATE shall maintain liability insurance for itself, agents, officers and employees in the amounts of not less than One Million Dollars (\$1,000,000.00) per claim and Three Million Dollars (\$3,000,000.00) aggregate per policy year, or such other minimum amounts as may be required from time to time by the UNIVERSITY. The policy of insurance shall provide that such insurance shall not be cancelled, modified or permitted to lapse without thirty (30) days prior written notice to UNIVERSITY. AFFILIATE shall promptly, following request by the UNIVERSITY from time to time, provide evidence of such insurance acceptable to the UNIVERSITY.

X. HEALTH REQUIREMENTS

The UNIVERSITY requires students to be in compliance with all current UNIVERSITY immunization and tuberculin testing policies. Proof of inoculations will be provided upon request to facility.

XI. PERSONAL INFORMATION SECURITY

(Please select the appropriate box applicable to this practicum.)

UK will provide AFFILIATE with student's Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, 61.932 and 61.933 (the "Act"), AFFILIATE shall secure and protect Personal Information by, without limitation: (i) complying with all

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same agreement. Any electronically transmitted signature or photocopy of a signature to this Agreement shall be deemed an original signature to this Agreement and shall have the same force and effect as an original signature. For purposes of this Section, an "electronically transmitted signature" means a manually-signed original signature that is sent via the internet as a "pdf" (portable document format) attached to an e-mail message.

XIV. HIPAA

(Please select the appropriate box applicable to this practicum.)

Each party agrees to abide by all applicable federal and state law and regulations, including, but not limited to, the HIPAA privacy regulations set forth at 45 CFR Parts 160 and 164 (the "Privacy Rule"). Because neither party uses or discloses the Protected Health Information to perform services on behalf of the other, each party acknowledges and agrees that neither is the business associate of the other and therefore the parties are not required to enter into a business associate contract, as these terms are defined in the Privacy Rule.

AFFILIATE is not a healthcare provider and does not have access to Protected Health Information.

AFFILIATE is a healthcare provider but UNIVERSITY student will not be permitted access to Protected Health Information.

XV. FERPA

AFFILIATE shall maintain and protect the confidentiality of student education records as required by the Family Education Rights and Privacy Act (FERPA). Student information that is submitted by the UNIVERSITY and those records generated by AFFILIATE regarding students is confidential and shall be used only for the purposes stated in this Agreement. AFFILIATE agrees not to share or disclose this data with any third-party outside of the purposes stated in this Agreement, unless required to do so by law or other agency regulations. AFFILIATE shall notify the UNIVERSITY in writing immediately upon learning of any such required release of records and also upon learning of any such unauthorized release of the records or the information contained therein. Failure to comply with the requirement to protect the students' education records will result in the cancellation of the Agreement and eligibility to receive any student information from the UNIVERSITY for a period of no less than five (5) years.

AFFILIATE agrees to destroy the student information with permission of the UNIVERSITY in a manner that completely protects the confidentiality of the student information or return the information to the UNIVERSITY upon the expiration of this Agreement.

XVI. TERM OF THE AGREEMENT

- A. This Agreement shall be effective from the date first written above and shall be reviewed annually by UNIVERSITY's Vice President for Clinical Academic Affairs or designated reviewer, and AFFILIATE's designated reviewer. The duration of this Agreement shall be continuous.
- B. This Agreement is subject to mutually agreed upon modifications. Any modifications shall be in writing and added as attachments to this Agreement.
- C. This Agreement may be terminated by either party provided written notice is sent to the other party at least ninety (90) days prior to the proposed date of termination.
- D. Any student currently enrolled in a rotation at the AFFILIATE's facilities at the time a notice of termination is given by either party shall have six (6) months from the time such notice is given to complete their program with AFFILIATE.

XVII. MISCELLANEOUS

- A. *(Please select the appropriate box applicable to this practicum.)*

The practicum is taking place within the Commonwealth of Kentucky. Therefore this Agreement is being executed and delivered in the Commonwealth of Kentucky and shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky. The parties hereto agree that any legal action which is brought on the basis of this Agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky, pursuant to KRS 45A.245.

This practicum is taking place outside of the Commonwealth of Kentucky. Therefore the parties agree to remain silent on governing law and venue.

B. Nothing contained in this Agreement confers on either party the right to use the other party's name or likeness without prior written permission, or constitutes an endorsement of any commercial product or services by either party.

C. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision.

D. No party may assign or subcontract any portion of this Agreement without the prior written consent of the other party; provided, however, that the AFFILIATE expressly acknowledges that any assignment by the UNIVERSITY to an entity controlled by, controlling, or under common ownership with the UNIVERSITY or arising out of any merger, reorganization or consolidation of the UNIVERSITY shall not require the consent of the AFFILIATE.

E. The individuals executing this Agreement on behalf of the UNIVERSITY and the AFFILIATE hereby represent and warrant that the execution, delivery and performance of this Agreement has been approved by all requisite corporate action and such individuals have been duly authorized to execute and deliver this Agreement.

XVIII. SIGNATURES

In testimony whereof, witness the duly authorized signatures of the parties hereto to the original:

UNIVERSITY OF KENTUCKY

Orcutt Union School District

Robert S. DiPaola, MD

Dr. Holly Edds

Provost

Superintendent

Recommended by:

J. Jay Miller, PhD
Dean, College of Social Work



HUMAN RESOURCE MEMORANDUM

TO: Board of Trustees
Holly Edds, Ed.D

FROM: Susan Salucci
Assistant Superintendent, Human Resource

BOARD MEETING DATE: October 11, 2023

BOARD AGENDA ITEM: Increase of Substitute Teacher Pay Rate

BACKGROUND: It has become increasingly difficult to recruit and retain qualified substitute teachers. In order to remain competitive with the neighboring school districts we are proposing a \$25.00 increase to the daily sub rate.

RECOMMENDATION: It is recommended that the Board of Trustees approve the following substitute teacher pay rate is effective October 16, 2023.

Proposed Daily Substitute Teacher Rates

(30-day permit, TPSL and Credentialed Teachers)

1-30 days = \$165.00

31-60 days = \$200.00 (no change)

Over 60 days = placement on the salary schedule (no change)

FUNDING: \$84,000 to the General Fund 01



HUMAN RESOURCE MEMORANDUM

TO: Board of Trustees
Holly Edds, Ed.D

FROM: Susan Salucci
Assistant Superintendent, Human Resource

BOARD MEETING DATE: October 11, 2023

BOARD AGENDA ITEM: Increase of Hourly and Independent Study Hourly Teacher Pay Rates

BACKGROUND: The pay rate for certificated hourly teachers has been \$28 since last adjusted for the 2021-22 school year. The hourly pay rate for Independent Study teachers has been \$33 since was last adjusted for the 2021-22 school year. The pay rate for substitute teachers has recently been raised and staff believes an increase is appropriate at this time.

RECOMMENDATION: It is recommended that the Board of Trustees approve \$30 per hour as the pay rate for hourly teachers and \$35 per hour for Independent Study hourly teachers effective August 1, 2023.

FUNDING: Increased cost of \$31,000 will be budgeted to the Unrestricted General Fund.



HUMAN RESOURCE MEMORANDUM

TO: Board of Trustees
Holly Edds, Ed.D

FROM: Susan Salucci
Assistant Superintendent, Human Resource

BOARD MEETING DATE: October 11, 2023

BOARD AGENDA ITEM: 2024-2025 School Calendar

BACKGROUND: Every year the District and OEA meet to discuss the academic calendar for the following year. Attached is the agreed upon calendar for the 2024-25 school year.

RECOMMENDATION: It is recommended that the Board of Trustees adopt the 2024-2025 calendar as submitted.

FUNDING: Not applicable

2024/25 School Calendar

Orcutt Union School District



ELEMENTARY INCLUDING CHARTER K-8

August 2024 (13)							September 2024 (20)							October 2024 (23)							November 2024 (14)						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3	1	2	3	4	5	6	7			1	2	3	4	5						1	2
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23
25	26	27	28	29	30	31	29	30						27	28	29	30	31			24	25	26	27	28	29	30

8/7 New Teachers Begin
 8/8-9 Professional Development
 8/12 Convocation
 8/13 Work day
 8/14 First Day of School for all grades

Minimum Days
 8/14, 8/15, 9/23-27, 3/5-7, 6/6
K-6 Parent Conferences
 9/23-27, 3/5-7
End of Trimesters
 11/8, 3/7, 6/6

6/6/25 - LAST DAY OF SCHOOL

December 2024 (15)							January 2025 (14)							February 2025 (18)							March 2025 (21)						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7				1	2	3	4							1							1
8	9	10	11	12	13	14	5	6	7	8	9	10	11	2	3	4	5	6	7	8	2	3	4	5	6	7	8
15	16	17	18	19	20	21	12	13	14	15	16	17	18	9	10	11	12	13	14	15	9	10	11	12	13	14	15
22	23	24	25	26	27	28	19	20	21	22	23	24	25	16	17	18	19	20	21	22	16	17	18	19	20	21	22
29	30	31					26	27	28	29	30	31		23	24	25	26	27	28		23	24	25	26	27	28	29
																					30	31					

JUNIOR HIGH SCHOOLS
 (Wednesday's Late Starts)

8/7 New Teachers Begin
 8/8-9 Professional Development
 8/12 Convocation
 8/13 - Work Day and 7th graders only shortened day
 8/14 First Day of School for all grades (Minimum day)

Mid Quarter Conferences
 9/19 (shortened day), 11/21 (full day)
 2/27 (full day)
Minimum Days

8/14, 8/15, 9/20, 10/18 (end of 1st qtr) 11/22, 1/24 (end of 2nd qtr), 2/28, 3/28 (end of 3rd qtr) 6/4-6.

April 2025 (16)							May 2025 (21)							June 2025 (5)							July 2025						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5					1	2	3	1	2	3	4	5	6	7			1	2	3	4	5
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
27	28	29	30				27	28	29	30				29	30						27	28	29	30	31		

ORCUTT ACADEMY HIGH SCHOOL

8/7 New Teachers Begin
 8/8-9 Professional Development
 8/12 Convocation
 8/13 Workday

Minimum Days
 8/14 First Day of School
 8/15 Second Day of School
 9/20 Grade Prep
 10/10 PSAT Testing
 12/18 -12/20 Finals
 12/20 End of 1st Semester
 2/28 Grade Prep
 6/3-5 Finals

Parent Teacher Conferences
 9/19, 2/27
Progress Reports
 9/13, 10/25, 2/21
 6/6/2025 - GRADUATION

Board Approved on:

Holidays

September 2, 2024 - Labor Day
 November 11, 2024 - Veteran's Day
 November 25 - 29, 2024 - Thanksgiving Break
 December 23 - Jan 9, 2025 - Winter Break
 January 20, 2025 - Martin Luther King
 February 10, 2025 - Lincoln's Birthday
 February 17, 2025 - President's Day
 April 21-25, 2025 - Spring Break
 May 27, 2024 - Memorial Day

Legend

- = New Teachers in Service
- = First and Last Day of school
- = Odd Block Days for Orcutt Academy High School
- = Even Block Days for Orcutt Academy High School
- = Non-Block Days for Orcutt Academy High School
- = Staff Development Days (no school)
- = Holiday