

ORCUTT UNION SCHOOL DISTRICT

Regular Meeting of the Board of Trustees

Wednesday, January 10, 2024

District Office Board Room

500 Dyer St., Orcutt, CA 93455

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

Closed Session at 6:05 p.m.

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

I. OPEN SESSION 6:00 PM

A. Call Meeting to Order

B. Pledge of Allegiance

C. Adoption of the January 10, 2024 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): 0 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. Public Employee Discipline/Dismissal/Release/Complaint

F. Public Employee Evaluation of Performance

G. Student Discipline or Other Confidential Student Matters

IV. RECONVENE TO PUBLIC SESSION 6:30 PM

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

V. COMMUNICATIONS/DISCUSSION/INFORMATION

- A. Reports and Presentations
 - 1. OAHS ASB Update
 - 2. Employee Recognition
 - 3. Strategic Plan Development Presentation
 - 4. Pine Grove Presentation
 - 5. Media Specialist Presentation
 - 6. Superintendent's Report
- B. Items from the Board
- C. Written Communication: review and discuss communication from individuals and/or organizations regarding the District's programs and services.

VI. PUBLIC COMMENT PERIOD

The Board of Trustees welcomes comments about items appearing 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. Certificated Personnel Action Report
- C. Hiring of Additional Charter School Coaches for the 2023-2024 School Year
- D. Approval of December 13, 2023 Regular Board Meeting Minutes
- E. Approval of Warrants

- F. Approval of Potential CIF Central Section and California State Championship Playoff Games/Overnight Trips for the remainder of the 2023-2024 School Year
- G. Williams/Valenzuela Uniform Complaints Quarterly Report

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

Moved _____ Second _____ Vote _____

VIII. ITEMS SCHEDULED FOR ACTION

A. GENERAL

- 1. Board Bylaw 9250 Remuneration, Reimbursement, and Other Benefits
 It is recommended that the Board of Trustees approve the revised Board Policy 9520 Remuneration, Reimbursement, and Other Benefits, for the first reading and that it be place on the next Consent Agenda for the second reading.
 Moved _____ Second _____ Vote _____

- 2. Board Bylaw 9321 Closed Session
 It is recommended that the Board of Trustees approve the revised Board Policy 9321 Closed Session, for the first reading and that it be place on the next Consent Agenda for the second reading.
 Moved _____ Second _____ Vote _____

- 3. Approval of Measure G Citizen Oversight Committee (COC) Application
 It is recommended that the Board of Trustees approve the application for Julie Hahn, as submitted.
 Moved _____ Second _____ Vote _____

B. BUSINESS SERVICES

- 1. AB1200 Public Disclosure of Proposed Collective Bargaining Agreement- Orcutt Educators Association, California School Employee Association Orcutt Chapter #255, Confidential Employees, Classified/Certificated Management, as well as Contracted Management Positions
 It is recommended that the Board of Trustees approve the AB1200 Disclosure of Proposed Collective Bargaining Agreement, as submitted.
 Moved _____ Second _____ Vote _____

- 2. Youth League Facility Use Agreements: Orcutt Youth Softball and Orcutt National Little League
 It is recommended that the Board of Trustees approve the Youth League Facility Use Agreement with Orcutt Youth Softball and Orcutt National Little League, as submitted.
 Moved _____ Second _____ Vote _____

3. Pre-Authorization for the Purchase of Additional Integrated Cameras for School Sites and District Buildings

It is recommended that the Board of Trustees approve the pre-authorization for the purchase of additional integrated cameras for school sites and district buildings not to exceed \$325,000, as submitted.

Moved _____ Second _____ Vote _____

C. EDUCATIONAL SERVICES

1. Board Policy 1312.2 Complaints Concerning Instructional Materials

It is recommended that the Board of Trustees approve the revised Board Policy 1312.2 Complaints Concerning Instructional Materials, for the first reading and that it be placed on the next Consent Agenda for the second reading.

Moved _____ Second _____ Vote _____

2. Board Policy 5145.3 Nondiscrimination/Harassment

It is recommended that the Board of Trustees approve the new Board Policy 5145.3 Nondiscrimination/Harassment, for the first reading and that it be placed on the next Consent Agenda for the second reading.

Moved _____ Second _____ Vote _____

3. Board Policy 6143 Course of Study

It is recommended that the Board of Trustees approve the revised Board Policy 6143 Course of Study, for the first reading and that it be placed on the next Consent Agenda for the second reading.

Moved _____ Second _____ Vote _____

4. Board Policy 6161.1 Selection and Evaluation of Instructional Materials

It is recommended that the Board of Trustees approve the revised Board Policy 6161.1 Selection and Evaluation of Instructional Materials, for the first reading and that it be placed on the next Consent Agenda for the second reading.

Moved _____ Second _____ Vote _____

5. Board Policy 6161.11 Supplementary Instructional Materials

It is recommended that the Board of Trustees approve the revised Board Policy 6161.11 Supplementary Instructional Materials, for the first reading and that it be placed on the next Consent Agenda for the second reading.

Moved _____ Second _____ Vote _____

6. Board Policy 6163.1 Library Media Centers

It is recommended that the Board of Trustees approve the revised Board Policy 6163.1 Library Media Centers, for the first reading and that it be placed on the next Consent Agenda for the second reading.

Moved _____ Second _____ Vote _____

D. HUMAN RESOURCES

1. Approval of Tentative Agreement with the California Schools Employee Association Orcutt Chapter #255

It is recommended that the Board of Trustees approve the negotiated agreement with California Schools Employee Association Orcutt Chapter #255, as submitted.

Moved _____ Second _____ Vote _____

2. Approval of Tentative Agreement with Orcutt Educators Association (OEA)

It is recommended that the Board of Trustees ratify the negotiated agreement for the 2022-2023 school year with the Orcutt Educators Associate (OEA), as submitted.

Moved _____ Second _____ Vote _____

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

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

Moved _____ Second _____ Vote _____

4. Approval of Compensation Increase for Contracted Positions

It is recommended that the Board of Trustees approve the compensation agreement with the Assistant Superintendent of Human Resources, Educational Services, and Business Services, as submitted

Moved _____ Second _____ Vote _____

5. Ratification of Addendum Number 6 to the Employment Agreement with Dr. Holly Edds, Superintendent

It is recommended that the Board of Trustees ratify Addendum Number 6 to the Employment Agreement with Dr. Holly Edds, Superintendent, as submitted.

Moved _____ Second _____ Vote _____

IX. GENERAL ANNOUNCEMENTS

- A. Unless otherwise noticed, the next regular Board meeting is scheduled for February 14, 2024 beginning with Closed Session at 6:05 p.m., Open Session at 6:30 p.m.in the District Office Board Room, 500 Dyer St., Orcutt, CA 93455.

X. ADJOURN TO CLOSED SESSION (If Needed)

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

XI. RECONVENE TO OPEN SESSION (If Needed)

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

XII. ADJOURN

- 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

January 10, 2024

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
Alfaro, Bradley	Operations	Utility Worker, Substitute	18/1		\$20.72 per hr.	12/01/2023	New hire, Substitute
Alvarez, Jonathan	Operations	Utility Worker, Substitute	18/1		\$20.72 per hr.	12/11/2023	New hire, Substitute
Bohn, Debbie	Pine Grove	Instructional Assistant, Substitute	8/6	3.75	\$20.66 per hr. or 7.5%	01/08/2024	Substitute, Out of Class
Bubbel, Michael	Child Nutrition	Child Nutrition Worker, Substitute	9/1		\$16.50 per hr.	12/04/2023	New hire, Substitute
Campa, Cassie	Pine Grove	Media Specialist	15/3	24 hrs. per wk.	\$1,000 annually, prorated	11/01/2023	Educational Stipend – Bachelor's
Cann, Shawn	Operations	Utility Worker, Substitute	18/1		\$20.72 per hr.	11/28/2023	New hire, Substitute
Brown, Nicole	Nightingale	Instructional Assistant, 1	12/5	6.0	\$21.72 per hr.	12/01/2023	Increase in hours
Dodge, Holly	Health Services	Licensed Vocational Nurse	27/6	6.0	\$33.02 per hr./\$25.00 per mo.	12/04/2023	New hire/Phone Stipend
Garrett, Austin	Operations	Utility Worker, Substitute	18			11/27/2023	Out of class
McMann, Kellie	Transportation	Bus Driver	19/6	5.45	\$27.10 per hr.	01/08/2024	Increase in hours
Melendez, Cynthia	Child Nutrition	Office Assistant, Child Nutrition	15/6	8.0	\$24.55 per hr.	12/01/2023	Increase in hours
Miller, Rylee	Transportation	Bus Attendant	15/2	4.0	\$20.20 per hr.	12/04/2023	New hire
Miller, Rylee	Transportation	Bus Attendant	15/2	6.20	\$20.20 per hr.	01/08/2024	Increase in hours
Olmstead, Kristine	Orcutt Academy K-8	Office Assistant	15/4	6.0	\$22.34 per hr.	12/01/2023	Increase in hours
Olosan, Eileen	Nightingale	Instructional Assistant	8/6	3.75	\$20.66 per hr.	01/08/2024 – 06/05/2024	Unpaid leave of absence



Orcutt Union School District

Classified Personnel Action Report

January 10, 2024

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
Orr, Kathleen	District	Noon Duty Supervisor, Substitute	7/1		\$16.50 per hr.	12/05/2023	New hire, Substitute
Pantoya, Angelica	District Office	Bilingual Receptionist/Substitute Coordinator	19/2	8.0	\$3,880.00 per mo.	01/01/2024	New hire
Rivera, Joanna	Transportation	Driver	15/2	6.5	\$20.20 per hr.	01/08/2024	Increase in hours
Sandoval, Barbara	Alice Shaw	Instructional Assistant, 2	13/3	6.0	\$20.19 per hr.	01/08/2024	Increase in hours
Sandstrom, LeiLani	Transportation	Bus Driver	19/6	5.45	\$27.10 per hr.	12/04/2023	Resignation
Silva, Janni	Nightingale	Instructional Assistant, Substitute	8/1		\$16.50 per hr.	01/08/2024	Substitute
Uribe, Jordan	Transportation	Driver	15/1	5.0	\$19.24 per hr.	01/08/2024	Increase in hours
Emp. #14						12/31/2023	Retirement



Orcutt Union School District

Certificated Personnel Action Report

January 10, 2024

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
Amador, Leo	Orcutt Academy HS	Stipend	\$1,233*	2023-24	Girls Varsity Soccer Asst, split
Belanger, Rebecca	Pine Grove	Extra Duty	\$45/hr	11/7-11/30/23	Campus Connection/After School Teacher, 16.5 hrs
Bertoldi, Janet	District	Hourly	\$50	11/2-11/30/23	Principal Support/Sub, 95.75 hrs SEE Learning, 2.25 hrs
Beyers, Karly	Alice Shaw	Extra Duty	\$45/hr	11/13-11/30/23	Campus Connection/After School Teacher, 7 hrs
Brickey, April	District	Hourly	\$30	11/27-11/30/23	Proctor, 18.5 hrs
Britt, Bobby	Orcutt Academy HS	Stipend	\$1,233*	2023-24	Girls Varsity Soccer Asst, split
Carter, Krista	District	Extra Duty	\$45/hr	10/30-11/29/23	Home & Hospital, 15 hrs
Cornwell, Karen	District	Hourly	\$30	11/2-11/30/23	Proctor, 21.75 hrs
Doerksen, Allie	District	Extra Duty	\$45/hr	11/3-11/30/23	Campus Connection/After School Teacher, 14.5 hrs
Fredriks, Ty	District	Extra Duty	\$45/hr	11/16-11/17/23	Home & Hospital, 2 hrs
Hough, Roberta	District	Hourly	\$50	11/2-11/30/23	New Teacher Support, 41 hrs
Kozel, Aaron	Joe Nightingale	Extra Duty	\$45/hr	11/6-11/30/23	Campus Connection/After School Teacher, 14.5 hrs
Lear, Jamie	Patterson Road	Extra Duty	\$45/hr	11/6-11/30/23	Campus Connection/After School Teacher, 10 hrs
McLaughlin, Andrew	Orcutt Academy HS	Stipend	\$1,233	2023-24	Swim Assistant, split
O'Keefe, Carrie	District	Extra Duty	\$45/hr	10/31-11/17/23	Home & Hospital, 32 hrs
Ortiz, Patricia	Joe Nightingale	Extra Duty	\$45/hr	11/6-11/30/23	Campus Connection/After School Teacher, 15.75 hrs
Pay, Eimile	District	Extra Duty	\$45/hr	11/2-11/30/23	Home & Hospital, 16 hrs
Peevy, Jennifer	Patterson Road	Hourly	\$30	2023-24	Art Support Teacher, 17 hrs wk
Petit, Adam	Orcutt Academy HS	Stipend	\$1,233	2023-24	Swim Assistant, split
Riezebos, Devin	Pine Grove	Extra Duty	\$45/hr	11/2-11/29/23	Campus Connection/After School Teacher, 17 hrs

*To be prorated

NAME	SCHOOL	CLASS/ STEP	SALARY	EFFECTIVE DATE	ACTION INFORMATION
Shuffield, Jamie	Patterson Road	Extra Duty	\$45/hr	11/6-11/28/23	Campus Connection/After School Teacher, 10 hrs
Snow, Cory	District	Extra Duty	\$45/hr	10/30-11/17/23	Home & Hospital, 15 hrs
Sobczak, Melissa	Patterson Road	Hourly	\$30	2023-24	Hourly Support Teacher, 24 hr wk
Torres, Kiersten	Pine Grove	Extra Duty	\$45/hr	11/14-11/15/23	Campus Connection/After School Teacher, 2.5 hrs
Villanueva, Yvonne	District	Extra Duty	\$45/hr	10/30-11/17/23	Home & Hospital, 14 hrs
Wogahn, Alyssa	Pine Grove	Extra Duty	\$45/hr	11/30/23	Campus Connection/After School Teacher, 1 hr
Wolcott, Atsuko	Pine Grove	Hourly	\$30	10/26-11/30/23	Japanese Language Support, 25 hrs
Zamudio, Kelli	Orcutt JHS	Extra Duty	\$45/hr	11/1-11/30/23	Sysop Support, 2.5 hrs

*To be prorated

ORCUTT ACADEMY CHARTER SCHOOL

ORCUTT UNION SCHOOL DISTRICT

TO: Dr. Holly Edds
District Superintendent

FROM: Susan Salucci
Assistant Superintendent of Human Resources

DATE: January 10, 2024

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

Orcutt Academy Charter HS:

Soccer, Girl's Varsity, Asst. Coach	Britt, Bobby
Swim, Asst. Co Coach	Petit, Adam
Swim, Asst. Co Coach	McLaughlin, Andrew

*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
Board of Trustees
Meeting Minutes
December 13, 2023**

CALL TO ORDER

A meeting of the Board of Trustees of the Orcutt Union School District was held on Wednesday, December 13, 2023, in the District Office Board Room, beginning with Shaun Henderson calling Public Session to order at 6:00 p.m. The Pledge of Allegiance was led by Lisa Morinini. It was moved by Liz Phillips seconded by Lisa Morinini to adopt the December 13, 2023 agenda. Members Present: Henderson, Morinini, Philips, Waffle, and Steller. Administrators Present: Edds, Salucci, Dana, and Knight.

ELECTION OF BOARD PRESIDENT

Dr. Holly Edds thanked and acknowledged Shaun Henderson for his service this past year as President of the Board. It was then moved by Melanie Waffle seconded by Liz Phillips and carried to approve Lisa Morinini as the Board President. Ayes: Morinini, Phillips, Waffle, Steller, and Henderson.

ELECTION OF BOARD CLERK

It was moved by Mark Steller seconded by Melanie Waffle and carried to approve Liz Phillips as the Board Clerk. Ayes: Morinini, Phillips, Waffle, Steller, and Henderson.

DESIGNATION OF SUPERINTENDENT AS SECRETARY TO THE BOARD

It was moved by Liz Phillips seconded by Shaun Henderson and carried to approve Dr. Holly Edds as the Secretary to the Board. Ayes: Morinini, Phillips, Waffle, Steller, and Henderson.

SETTING OF DATE, TIME AND PLACE FOR ALL REGULAR BOARD MEETINGS IN 2022

It was moved by Shaun Henderson seconded by Melanie Waffle and carried to approve that Regular Board Meetings for 2024 will occur on the second Wednesday of each month, with the exception of Thursday April 18, 2024 and Wednesday, June 5, 2024. Ayes: Morinini, Phillips, Waffle, Steller, and Henderson.

SELECTION OF A REPRESENTATIVE TO THE COUNTY COMMITTEE ON SCHOOL DISTRICT ORGANIZATION

It was moved by Shaun Henderson seconded by Melanie Waffle and carried to approve Liz Phillips as the Representative to the County Committee on School District Organization. Ayes: Morinini, Phillips, Waffle, Steller, and Henderson.

CLOSED SESSION PUBLIC COMMENTS

None

ADJOURN TO CLOSED SESSION

It was moved by Mark Steller seconded Shaun Henderson and carried to adjourn to Closed Session at 6:05 p.m. Ayes: Morinini, Phillips, Waffle, Steller, and Henderson.

RECONVENE TO PUBLIC SESSION

It was moved by Liz Phillips seconded by Shaun Henderson and carried reconvene to Public Session at 7:01 p.m. Lisa Morinini reported that no action was taken during Closed Session.

SUPERINTENDENT'S REPORT

OAHS ASB informed the Board that the Jr. Class won the kickball tournament and that the school is looking forward to the upcoming student vs. teachers Quiz Bowl. Alan Smithson, the music teacher at Alice Shaw and Ralph Dunlap, and his students treated the Board to a percussion performance using skills that they learned in class. Josie Coburn and the OAHS Band gave a "mini" concert to put everyone in the holiday spirit. Carrie Hicinbothom, a Program Specialist, presented on Behavior Intervention Teams and tiered behavior supports. Dr. Holly Edds recognized Beth Karamitsos, Patterson Road School kindergarten teacher who has been named as the Orcutt Union School District's Teacher of the Year for 2023-2024! Now in her 36th year in the classroom, Mrs. Karamitsos is admired and respected for being a teacher of high energy, high expectations, and love for her

students. During the Superintendent's Report, Dr. Edds recognized and thanked Shaun Henderson for his work as Board President.

ITEMS FROM THE BOARD

Shaun Henderson commented that this is a very exciting time of year, there have been are so many wonderful holiday events and student performances. He wished everyone a Merry Christmas and Happy New Year and hopes that everyone enjoys some special time with their families. Mark Steller commented on how nice it is to see how involved our schools are in our local community, from our marching bands participating in all of the local parades to various tree lighting ceremonies. Melanie Waffle spoke about her time spent attending the CSBA Delegate Assembly. She also stated that she enjoyed the DARE community event and that OCAF won second place in the car decorating contest for the Orcutt Christmas Parade. Liz Phillips wished everyone a Merry Christmas and Happy 2024. She stated that she thoroughly enjoyed the Orcutt Christmas Parade and thanked those involved that made the parade enjoyable to all. Lisa Morinini feels that her time spent at the CSBA Annual Conference was meaningful and thought all the speakers/topics were informative and top notch.

PUBLIC COMMENT

Monique Segura, OEA President, thanked the Board for their support and gave an OEA update. Angie Dana, CSEA 2nd Vice President, wished the Board a Happy Holiday and informed them that their members held a benefit barbeque and that the proceeds of the event went to purchase gift cards for members in need this holiday season. Lata Murti suggested that the District hold a parent information night on State truancy policies. April Huckabey thanked the District for the extra parking spaces during the Orcutt Christmas Parade.

CONSENT AGENDA ITEMS

- 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 November 8, 2023, Regular Board Meeting Minutes
- E. Approval of Warrants
- F. Board Bylaw 9124 Attorney, for the second reading
- G. Board Policy 1160 Political Processes, for the second reading
- H. Board Policy 0410 Nondiscrimination in District Programs and Activities, for the second reading
- I. Board Policy 3312 Contracts, for the second reading
- J. Board Policy 3460 Financial Reports and Accountability, for the second reading
- K. Board Policy 3551 Food Service Operations/Cafeteria Fund, for the second reading
- L. Board Policy 4151/4251/4357 Employee Compensation, for the second reading
- M. OAHS Girls Soccer Overnight Trip to attend the Garces Holiday Tournament in Bakersfield, CA on December 8-9, 2023
- N. OAHS Girls Basketball Team Overnight Trip to attend the Old Town Clovis Kiwanis Basketball Tournament in Clovis, CA on December 21-23, 2023
- O. OAHS Girls Basketball Team Overnight Trip to attend the Arvin High School Basketball Tournament in Arvin, CA on December 27-29, 2023
- P. OAHS Girls Dance Team Overnight Trip to attend the Sharp International Dance Competition in Burbank, CA on February 23-25, 2024
- Q. Cooperative Purchasing Programs

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

ACTION ITEMS

Acceptance of Donations:

- A. **From Ricardo Zuniga:** a donation of a \$100 to Patterson Rd. Elementary School Robotics Program.
- B. **From Hama Sato Japanese Restaurant:** a donation of \$200 to Patterson Rd.

Elementary School Robotics Program.

C. **From Orcutt Academy K-8 PTSA:** a donation of \$3,500 to Orcutt Academy K-8 School to help offset the cost of school field trips.

D. **From Sommer Urias:** a donation of \$150 to Patterson Rd. Elementary School Robotics Program.

It was moved by Liz Phillips seconded by Mark Steller and carried to approve that the donation be accepted and that a letter of appreciation be sent to the donors. Ayes: Morinini, Phillips, Waffle, Steller, and Henderson.

Information Only

Presentation of the First Interim Report

2023-2024 First Interim Report

It was moved by Mark Steller seconded by Shaun Henderson and carried to approve the 2023-2024 First Interim Report with a positive certification for, as submitted. Ayes: Morinini, Phillips, Waffle, Steller, and Henderson.

Resolution No.6 2023-2024 Commit and Uncommit the General Fund Balance

It was moved by Liz Phillips seconded by Melanie Waffle and carried to adopt Resolution No. 6 2023-2024 Commit and Uncommit the General Fund Balance, as submitted. Ayes: Morinini, Phillips, Waffle, Steller, and Henderson.

Resolution No. 7 2023-2024 Delegation of Authority to District Staff

It was moved by Shaun Henderson seconded by Mark Steller and carried to adopt Resolution No 7 2023-2024 Delegation of Authority to District Staff, as submitted. Ayes: Morinini, Phillips, Waffle, Steller, and Henderson.

Accounting of Developer Fees for the 2022-23 Fiscal Year (Annual Report)

It was moved by Shaun Henderson seconded by Liz Phillips and carried to approve the Accounting of Developer Fees for the 2022-23 Fiscal Year (Annual Report), as submitted. Ayes: Morinini, Phillips, Waffle, Steller, and Henderson.

Youth League Facility Use Agreement: Orcutt American Little League and the Boys and Girls Club of the Mid-Central Coast.

It was moved by Mark Steller seconded by Shaun Henderson and carried to approve Facility Use Agreement with Orcutt American Little League and the Boys and Girls Club of the Mid-Central Coast, as submitted. Ayes: Morinini, Phillips, Waffle, Steller, and Henderson.

Pre-Authorization for the Purchase of a Child Nutrition Vehicle

It was moved by Liz Phillips seconded by Shaun Henderson and carried to approve the pre-authorization to purchase a Child Nutrition Vehicle not to exceed, \$85,000, as submitted. Ayes: Morinini, Phillips, Waffle, Steller, and Henderson.

Out-of-State Travel for Child Nutrition Coordinator to Attend the 38th Annual Child Nutrition Conference

It was moved by Shaun Henderson seconded by Mark Steller and carried to approve out-of-state travel for the Child Nutrition Coordinator to attend the 38th Annual Child Nutrition Conference in Orlando, FL on April 22-26, 2024, as submitted. Ayes: Morinini, Phillips, Waffle, Steller, and Henderson.

Cooperative Purchasing Agreement for the Purchase of an Electric School Bus

It was moved by Melanie Waffle seconded by Liz Phillips and carried to approve the Cooperative Purchasing Agreement with South County Support Services Agency and accept pricing from Creative Bus Sales in the amount of \$392,200, as submitted. Ayes: Morinini, Phillips, Waffle, Steller, and Henderson.

Chromebook Purchase for the 2023-2024 School Year

It was moved by Shaun Henderson seconded by Melanie Waffle and carried to approve the purchase of 800 2-in-1 Chromebooks in the amount of \$284,608.52 for District and Charter use, as submitted. Ayes: Morinini, Phillips, Waffle, Steller, and Henderson.

School Plans for Student Achievement for Alice Shaw, Joe Nightingale, Olga Reed, Orcutt School for Independent Study, Patterson Rd., Pine Grove, Ralph Dunlap, Lakeview JHS, Orcutt JHS, and Orcutt Academy

It was moved by Melanie Waffle seconded by Mark Steller and carried to approve the School Plans for Student Achievement, as submitted. Ayes: Morinini, Phillips, Waffle, Steller, and Henderson.

Board Policy 5131.9 Academic Honesty

It was moved by Liz Phillips seconded by Mark Steller and carried to approve the revised Board Policy 5131.9 Academic Honesty, for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Morinini, Phillips, Waffle, Steller, and Henderson.

Board Policy 6154 Homework/Makeup Work

It was moved by Shaun Henderson seconded by Melanie Waffle and carried to approve the revised Board Policy 6154 Homework/Makeup Work, for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Morinini, Phillips, Waffle, Steller, and Henderson.

Board Policy 6162.5 Student Assessment

It was moved by Liz Phillips seconded by Mark Steller and carried to approve the revised Board Policy 6162.5 Student Assessment, for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Morinini, Phillips, Waffle, Steller, and Henderson.

Azusa Pacific University Teacher Agreement for Adapted Physical Education Fieldwork Experience

It was moved by Melanie Waffle seconded by Shaun Henderson and carried to approve the Azusa Pacific University Teacher Agreement with Orcutt Union School District for Adapted Physical Education Fieldwork Experience, as submitted. Ayes: Morinini, Phillips, Waffle, Steller, and Henderson.

Eastern New Mexico University Clinical Education Agreement for Speech and Language Pathology Clinical Hours

It was moved by Mark Steller seconded by Liz Phillips and carried to approve the Eastern New Mexico University Clinical Education Agreement with Orcutt Union School District for Speech and Language Pathology Clinical Hours, as submitted. Ayes: Morinini, Phillips, Waffle, Steller, and Henderson.

GENERAL ANNOUNCEMENTS

Unless otherwise noticed, the next regular board meeting is scheduled for Wednesday, January 10, 2024 beginning with Open Session at 6:00 p.m. in the District Office Boardroom, 500 Dyer St., Orcutt, CA 93455

ADJOURN

It was moved by Liz Phillips seconded by Shaun Henderson and carried to adjourn the meeting at 8:57 p.m. Ayes: Ayes: Morinini, Phillips, Waffle, Steller, and Henderson.

Holly Edds, Ed.D. Board Secretary

Liz Phillips, Clerk, Board of Trustees

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: January 10, 2024

BOARD AGENDA ITEM: Approval of Potential CIF Central Section and California State Championship Playoff Games/Overnight Trips for the remainder for the 2022-2023 School Year

BACKGROUND: Submitting for preapproval for OAHS to attend potential CIF Central Section and California State Championship Playoff Games/Overnight Trips for the remainder of the 2022-2023 school year. Teams included are as follows: boys baseball, boys and girls basketball, boys golf, boys and girls soccer, girls softball, boys and girls swimming and diving, boys tennis, boys and girls track and field, and boys volleyball.

RECOMMENDATION: Staff recommends trips be approved as submitted.

FUNDING: No Impact on General Fund



2023-2024 Central Section Playoffs

FALL SPORTS	<u>Date(s)</u>	<u>Venue</u>
Cross Country		
Section	Thursday, November 16	Woodward Park
State	Saturday, November 25	Woodward Park
Football		
Section	November 3, 9, 17, 24	Home Sites
Regionals & State	December 1, 2, 8, 9	Home Sites / TBD
Golf - Girls		
Area/Division II/III	Monday, October 23 or Tuesday, October 24	Lemoore GC
Section	Monday, October 30	Ridgecreek GC
Regional	Thursday, November 9	Los Serranos GC, Chino
State	Wednesday, November 15	Poppy Hills GC, Pebble Beach
Tennis - Girls		
Team Section Playoffs	Oct. 24, 26, 31, Nov. 7	Home Sites
Area Individual	November 3-4	Clovis North/San Luis Obispo/Mt. Whitney/Stockdale
Section Individual	November 10-11	San Luis Obispo HS
Team Regional Playoffs	November 17-18	TBD
Volleyball - Girls		
Section	Oct. 24, 26, 31, Nov. 2	Home Sites
Regionals & State	Nov. 7, 8, 9, 11, 14, 17, 18	Home Sites / TBD
Water Polo - Boys		
Section	Oct. 31, Nov. 2, 7, 11	Home Sites/Fresno State
Regionals	Nov. 14, 16, 18	Home Sites
Water Polo - Girls		
Section	Nov. 1, 4, 8, 11	Home Sites/Fresno State
Regionals	Nov. 14, 16, 18	Home Sites

updated 8/4/2023



2023-2024 Central Section Playoffs

WINTER SPORTS		
	<u>Date(s)</u>	<u>Venue</u>
Basketball - Boys		
Section	Feb. 13, 15, 20, 23, 24	Home Sites / Selland Arena, Fresno
Regionals & State	Feb. 27, 28, March 2, 5, 8, 9	Home Sites / Golden 1 Center, Sacramento
Basketball - Girls		
Section	Feb. 14, 16, 21, 23, 24	Home Sites / Selland Arena, Fresno
Regionals & State	Feb. 27, 28, March 2, 5, 8, 9	Home Sites / Golden 1 Center, Sacramento
Soccer - Boys		
Section	Feb. 14, 16, 20, 23 or 24	Home Sites
Regionals	Feb. 27, 29, March 2	Home Sites
Soccer - Girls		
Section	Feb. 13, 15, 20, 23 or 24	Home Sites
Regionals	Feb. 27, 29, March 2	Home Sites
Traditional Competitive Cheer		
Section	January 20	Buchanan HS
Regionals	January 27	TBD
Wrestling - Boys		
Division I Tournament	February 9-10	North HS (hosted by Bakersfield HS)
Division II Tournament	February 9-10	Redwood HS
Division III Tournament	February 9-10	Hoover HS
Division IV Tournament	February 9-10	Chavez HS
Division V Tournament	February 9-10	Farmersville HS
Section Tournament	February 16-17	Selland Arena, Fresno
State Tournament	February 22-24	Mechanics Bank Arena, Bakersfield
Wrestling - Girls		
Division I Tournament	February 9-10	Golden West HS
Division II Tournament	February 9-10	Morro Bay HS
Section Tournament	February 16-17	Selland Arena, Fresno
State Tournament	February 22-24	Mechanics Bank Arena, Bakersfield

updated 11/28/2023



2023-2024 Central Section Playoffs

SPRING SPORTS	Date(s)	Venue
Badminton		
Section Team Playoffs	April 30, May 2, 7, 9	Home Sites
Section Individual	Saturday, May 11	Sunnyside HS
Regionals (Individuals)	Saturday, May 18	Arcadia HS
Baseball		
Section	May 14, 16, 21, 23, 24, 25	Home Sites / Valley Strong Ballpark
Regionals	May 28, 30, June 1	Home Sites
Beach Volleyball		
Section	April 30 - May 4	Home Sites / TBD
Competitive Sport Cheer		
Section	May 3-4	TBD
Golf - Boys		
Area/Division II/III	Monday, May 6 or Tuesday, May 7	Lemoore GC
Section	Monday, May 13	Ridge Creek GC, Dinuba
Regional	Thursday, May 23	Los Serranos GC (South Course), Chino Hills
State	Wednesday, May 29	San Gabriel CC, San Gabriel
Tennis - Boys		
Team Section Playoffs	April 23, 25, 30, May 7	Home Sites
Area Individual	May 3-4	Clovis North/San Luis Obispo/El Diamante/Stockdale
Section Individual	May 10-11	San Luis Obispo HS
Team Regional Playoffs	May 17-18	Home Sites
Volleyball - Boys		
Section	April 30, May 2, 7, 9	Home Sites
Regionals	May 14, 16 18	Home Sites
Softball		
Section	May 15, 17, 22, 24, 25	Home Sites / Fresno State
Regionals	May 28, 30, June 1	Home Sites
Swim and Dive		
Section Division I	May 1-4	Clovis West HS
Section Division II	May 1-4	Matilda Torres HS
State	May 9-11	Clovis West HS
Track and Field		
Divisional Meets	Friday, May 10	Sanger/Golden West/Kingsburg/Caruthers
Section	Saturday, May 18	Buchanan HS
State	May 24-25	Buchanan HS

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



SUPERINTENDENT'S MEMORANDUM

TO: Board of Trustees

FROM: Holly Edds, Ed.D.
Superintendent

BOARD MEETING DATE: January 10, 2024

BOARD AGENDA ITEM: Board Bylaw 9250 Remuneration, Reimbursement, and Other Benefits

BACKGROUND: In December 2020, Board Bylaw 9250 (Remuneration, Reimbursement, And Other Benefits) was updated to reflect revised language in Education Code 35120 which establishes compensation for Governing School Board Members. The rate that was established at that time was \$240/month. The Code allows for an adjustment to the monthly rate of up to 5% as approved by the Board of Trustees annually. An increase of 5% was approved in 2023 which increased the monthly compensation to \$252. Increasing the monthly rate by 5% is allowable and would result in an increase in the monthly rate to \$264.60.

Compensation is only granted if the Board member is present for meeting(s) in that given month unless a resolution is adopted authorizing a Board member to be compensated for meetings, he/she missed under specified circumstances. Those specified circumstances include performing designated services for the district at the time of the meeting or that he/she was absent because of illness, jury duty, or a hardship deemed acceptable by the Board. Compensation is not granted in months when a meeting of the Board of Trustees does not occur.

RECOMMENDATION: Staff recommends that the Board of Trustees approve the revised Board Bylaw 9250 Remuneration, Reimbursement, and Other Benefits, for the first reading and that it be placed on the next Consent Agenda for the second reading.

FUNDING: N/A

REMUNERATION, REIMBURSEMENT AND OTHER BENEFITS

Compensation

Each member of the Board of Trustees may receive the monthly compensation of ~~\$252~~ **\$264.60** per month. (Education Code 35120)

On an annual basis, the Board may increase the compensation of Board Members beyond the limit delineated in Education Code 35120 in an amount not to exceed five-percent based on the present monthly rate of compensation. (Education Code 35120)

Board members are not required to accept payment for meetings attended.

Any member who does not attend all Board meetings during the month is eligible to receive only a percentage of the monthly compensation equal to the percentage of meetings he/she attended, unless otherwise authorized by the Board in accordance with law. (Education Code 35120)

A member may be compensated for meetings he/she missed when the Board, by resolution, finds that he/she was performing designated services for the district at the time of the meeting or that he/she was absent because of illness, jury duty or a hardship deemed acceptable by the Board. (Education Code 35120)

Reimbursement of Expenses

Board members shall be reimbursed for actual and necessary expenses incurred when performing authorized services for the district. Expenses for travel, telephone, business meals, or other authorized purposes shall be in accordance with policies established for district personnel and at the same rate of reimbursement.

- (cf. 1160 - Political Processes)
- (cf. 3100 - Budget)
- (cf. 3350 - Travel Expenses)
- (cf. 3513.1 - Cellular Phone Reimbursement)

(cf. 9240 - Board Training)

Board members may use district-issued credit cards while on official district business and consistent with the limits established for district personnel. Personal expenses shall not be charged on a district-issued credit card, even if the Board member intends to subsequently reimburse the district for the personal charges.

Health and Welfare Benefits for Current Board Members

Board members may participate in the health and welfare benefits program provided for district employees.

(cf. 4154/4254/4354 - Health and Welfare Benefits)

REMUNERATION, REIMBURSEMENT AND OTHER BENEFITS

Health and welfare benefits for Board members shall be no greater than that received by district's nonsafety employees with the most generous schedule of benefits. (Government Code 53208.5)

The district shall pay the cost of all premiums required for Board members electing to participate in the district health and welfare benefits program to the same extent that the district pays premiums for district employees.

Health and welfare benefits provided to Board members shall be extended at the same level to their spouse/registered domestic partner and to their eligibles, dependent children as specified in law and the health plan.

Legal Reference:

EDUCATION CODE

33050-33053 General waiver authority

33362-33363 Reimbursement of expenses for attendance at workshops)

35012 Board members; number, election and term

35044 Payment of traveling expenses of representatives of board

35120 Compensation for services as member of governing board

35172 Promotional activities

44038 Cash deposits for transportation purchased on credit

FAMILY CODE

297-297.5 Rights, protections and benefits under law; registered domestic partners

GOVERNMENT CODE

8314 Use of public resources

20322 Elective officers; election to become member

53200-53209 Group insurance

HEALTH AND SAFETY CODE

1373 Health services plan, coverage for dependent children

INSURANCE CODE

10277-10278 Group and individual health insurance, coverage for dependent children

UNITED STATES CODE, TITLE 26

403(b) Tax-sheltered annuities

UNITED STATES CODE, TITLE 42

18011 Right to maintain existing health coverage

CODE OF FEDERAL REGULATIONS, TITLE 26

1.403(b)-2 Tax-sheltered annuities, definition of employee

COURT DECISIONS

Thorning v. Hollister School District, (1992) 11 Cal.App.4th 1598

Board of Education of the Palo Alto Unified School District v. Superior Court of Santa Clara County, (1979) 93 Cal.App.3d 578

ATTORNEY GENERAL OPINIONS

91 Ops.Cal.Atty.Gen. 37 (2008)

83 Ops.Cal.Atty.Gen. 124 (2000)

Management Resources:

REMUNERATION, REIMBURSEMENT AND OTHER BENEFITS

INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

Sample Expense and Use of Public Resources Policy Statement, January 2006

INTERNAL REVENUE SERVICE PUBLICATIONS

Tax-Sheltered Annuity Plans (403(b) Plans) for Employees of Public Schools and Certain Tax-Exempt Organizations, Publication 571, rev. February 2013

WEB SITES

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

Institute for Local Government: <http://www.ca-ilg.org>

Internal Revenue Service: <http://www.irs.gov>

Public Employees' Retirement System: <http://www.calpers.ca.gov>

Bylaw Adopted: ~~02/08/22~~ 2/14/23

ORCUTT UNION SCHOOL DISTRICT
Orcutt, California



SUPERINTENDENT'S MEMORANDUM

TO: Board of Trustees

FROM: Holly Edds, Ed.D
Superintendent

BOARD MEETING DATE: January 10, 2024

BOARD AGENDA ITEM: Board Bylaw 9321 Closed Session

BACKGROUND: Board Bylaw 9321 Closed Session was updated to reflect an appellate court ruling which clarified that when an item is agendaized in closed session based on a threat of litigation made by a person outside of an open meeting and a district official or employee receiving knowledge of the threat made a record of the statement before the meeting, that statement is required to be made available to the public. The Bylaw was also updated for clarity, precision, and consistency.

RECOMMENDATION: It is recommended that Board of Trustees adopt the updated Board Bylaw 9321 Closed Session, for the first reading and that it be placed on the next Consent Agenda for the second reading.

FUNDING: N/A

CLOSED SESSION PURPOSES and AGENDAS

The **Governing** Board of Trustees is committed to complying with state open meeting laws and modeling transparency in its conduct of district business. The Board shall hold closed sessions **during a regular, special, or emergency** only for purposes authorized by law. ~~A closed session may be held during a regular, special, or emergency meeting in accordance with law.~~

Each agenda shall contain a general description of each closed session item to be discussed at the meeting, as required by law. (**Education Code 35145**, Government Code 54954.2, **54954.5**, **54957**)

(cf. 9320 – Meetings and Notices)

(cf. 9322 – Agenda/Meeting Materials)

In the open session preceding the closed session, the Board shall disclose ~~in open session~~ the items to be discussed in closed session as specified in this bylaw. The Board may either state the information on the agenda or refer the public to the item(s) as listed by number or letter on the agenda. In the closed session, the Board may consider only those items covered in its statement. (Government Code 54957, 54957.7) ~~In the closed session, the Board may consider only those matters covered in its statement. After the closed session, the Board shall reconvene in open session before adjourning the meeting, and when applicable, shall disclose any action taken in the closed session, in the manner prescribed by Government Code 54957.1. (Government Code 54957.7)~~

(cf. 9321.1 – Closed Session Actions and Reports)

After the closed session, the Board shall reconvene in open session before adjourning the meeting and, when applicable, shall publicly disclose any actions taken in the closed session, the votes or abstentions thereon, and other disclosures as specified in this bylaw. Such reports may be made in writing or orally at the location announced in the agenda for the closed session as required by law and provided in the accompanying Exhibit (2). (Education Code 32281; Government Code 54957.1, 54957.7)

When an action taken during a closed session involves final approval or adoption of a document, such as a contract or settlement agreement, that becomes public upon such approval or adoption, the Superintendent or designee shall provide a copy of the document to any person present at the conclusion of the closed session who submitted a written request. If the action taken results in one or more substantive amendments, the Superintendent or designee shall make the document available the next business day or when the necessary changes to the document are completed. Whenever copies of an approved agreement will not be immediately released due to an amendment, the Board president shall orally summarize the substance of the amendment for those present at the end of the closed session. (Government Code 54957.1)

~~The Board shall not disclose any information that is protected by state or federal law. In addition, no victim or alleged victim of tortious sexual conduct or child abuse shall be identified in any Board agenda, notice, announcement, or report required by the Brown Act, unless the identity of the person has previously been publicly disclosed. (Government Code 54957.7, 54961)~~

(cf. 1340 – Access to District Records)

~~A Board member shall not disclose confidential information received in a closed session unless the Board authorizes the disclosure of that information. (Government Code 54963)~~

~~(cf. 9011 – Disclosure of Confidential/Privileged Information)~~

Confidentiality

A Board member shall not disclose confidential information received in closed session unless the Board authorizes the disclosure of that information or the information has been publicly reported by the District. (Government Code 54963)

The Board shall not disclose any information that is protected by state or federal law. In addition, no victim or alleged victim of tortious sexual conduct or child abuse shall be identified in any Board agenda, notice, announcement, or report required by the Brown Act, unless the identity of the person has previously been publicly disclosed. (Government Code 54957.7, 54961)

Personnel Matters: Appointment, Employment, Performance Evaluation, or Discipline/Dismissal/Release

The Board may hold a closed session **under the "personnel exception"** to consider the appointment, employment, performance evaluation, discipline, dismissal, **or change in employment status** of an employee. Such a closed session shall not include discussion or action on proposed compensation except for a reduction of compensation that results from the imposition of discipline. (Government Code 54957, 54957.1)

~~(cf. 2140 – Evaluation of the Superintendent)~~

~~(cf. 4115 – Evaluation/Supervision)~~

~~(cf. 4118 – Suspension/Disciplinary Action)~~

~~(cf. 4215 – Evaluation/Supervision)~~

~~(cf. 4218 – Dismissal/Suspension/Disciplinary Action)~~

~~(cf. 4315 – Evaluation/Supervision)~~

Personnel Matters: Specific Complaints or Charges

The Board may also hold a closed session to hear complaints or charges brought against an employee by another person or employee, unless the employee requests an open session. Before the Board holds a closed session on specific complaints or charges brought against an employee, **the Superintendent or designee shall ensure** that the employee ~~shall~~ receives written notice of ~~his/her~~ **the** right to have the complaints or charges heard in open session ~~if desired~~. This notice shall be delivered personally or by mail at least 24 hours before the time of the session. (Government Code 54957)

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

~~(cf. 4112.9/4212.9/4312.9 – Employee Notifications)~~

Personnel Matters: Application for Early Withdraw of Funds in Deferred Compensation Plan

The Board may hold a closed session to discuss ~~an district~~ employee's application for early withdrawal of funds in a deferred compensation plan when the application is based on financial hardship arising from an unforeseeable emergency due to illness, accident, casualty, or other extraordinary event, as specified in the deferred compensation plan. (Government Code 54957.10)

~~Agenda items related to district employee appointments and employment shall describe the position to be filled. Agenda items related to performance evaluations shall specify the title of~~

the employee being reviewed. Agenda items related to employee discipline, dismissal, or release require no additional information. (Government Code 54954.5)

Negotiations/Collective Bargaining

Unless otherwise agreed upon by the parties involved, the following shall not be subject to the Brown Act: (Government Code 3549.1)

1. Any meeting and negotiating discussion between the district and a recognized or certified employee organization
2. Any meeting of a mediator with either party or both parties to the meeting and negotiating process
3. Any hearing, meeting, or investigation conducted by a factfinder or arbitrator
4. Any executive (closed) session of the district or between the district and its designated representative for the purpose of discussing its position regarding any matter within the scope of representation and instructing its designated representatives

(cf. 4140/4240 - Bargaining Units)

(cf. 4143/4243 - Negotiations/Consultation)

The Board may meet in closed session to review the Board's position and/or instruct its designated representative(s) regarding salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees **and, for represented employees, any other matter within the statutorily provided scope of representation.** ~~Any closed session held for this purpose may~~ **A closed session regarding salaries, salary schedules, or compensation paid in the form of fringe benefits may** include discussions of the district's available funds and funding priorities, but only insofar as they relate to providing instructions to the Board's designated representative. **Final action on the proposed compensation of one or more unrepresented employees shall not be taken in closed session.** (Government Code 54957.6)

~~For represented employees, the Board may also meet in closed session regarding any other matter within the statutorily provided scope of representation. (Government Code 54957.6) Closed sessions may take place prior to and during consultations and discussions with representatives of employee organizations and unrepresented employees. For unrepresented employees, closed sessions held pursuant to Government Code 54957.6 shall not include final action on the proposed compensation of one or more unrepresented employees. (Government Code 54957.6)~~

The Board also may meet in closed session with a state conciliator ~~or mediator~~ who has intervened in proceedings regarding any of the purposes enumerated in Government Code 54957.6.

Pursuant to Government Code 54957.1, approval in closed session of an agreement regarding labor negotiations with represented employees pursuant to Government Code 54957.6 shall be reported after the agreement is final and has been accepted or ratified by the other party. However, the Board may, at its sole discretion, vote on such an agreement is open session. (Government Code 54957.1)

Pursuant to Government Code 3549.1, the Board may, without following the requirements of the

Brown Act, meet in closed session exclusively for the purpose of discussing its position regarding any matter within the scope of representation or for the purpose of instructing its designated representatives. The Board shall not discuss any other item at any such closed session. (Government Code 3549.1)

~~Agenda items related to negotiations shall specify the name of the district's designated representative(s) attending the closed session. If circumstances necessitate the absence of a specified designated representative, an agent or designee may participate in place of the absent representative as long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the organization representing the employee(s) or the position title of the unrepresented employee who is the subject of the negotiations. (Government Code 54954.5)~~

Matters Related to Students

If a public hearing would lead to the disclosure of confidential student information such as grades or discipline information, the Board shall meet in closed session to consider a suspension, disciplinary action, any other action against a student except expulsion, or a challenge to a student record. At least 72 hours prior to the start of the meeting of which the closed session is a part, the Superintendent or designee, on behalf of the Board, shall, in writing, by registered or certified mail or by personal service, notify the student and the student's parent/guardian of the intent of the Board to hear the item in closed session. If a written request for open session is received from the student or the student's parents/guardians within 48 hours of receiving the notice, the meeting shall be public, except that any discussion at that meeting which may be in conflict with the right to privacy of any other student shall remain in closed session. (Education Code 35146, 48912, 49070)

~~If the Board shall meet in closed session to consider the~~ conducts an expulsion hearing pursuant to Board Policy 5144.1 - Suspension and Expulsion/Due Process, the Board shall do so in closed session of a student, unless the student submits a written request at least five days before the date of the hearing that the hearing be held in open session. Regardless of whether the expulsion hearing is conducted in open or closed session, the Board may meet in closed session for the purpose of deliberating and determining whether the student should be expelled. (Education Code 48918)

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

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

In order to protect student privacy rights provided in 20 USC 1232g or other applicable laws, the identity of a student shall not be listed in the agenda and, unless the item is heard in open session, shall not be included in any report after closed session. Additionally, a student matter shall be listed in the open session portion of the agenda with the same description and numbering system as it was on the closed session portion of the agenda.

~~The Board shall meet in closed session to address any student matter that may involve disclosure of confidential student information, or to consider a suspension, disciplinary action, or any other action against a student except expulsion. If a written request for open session is received from the parent/guardian or adult student, it will be honored to the extent that it does not violate the privacy rights of any other student. (Education Code 35146, 48912, 49070)~~

~~(cf. 5117 - Interdistrict Attendance)~~

~~(cf. 5125.3 - Challenging Student Records)~~

(cf. 5144 – Discipline)

~~Agenda items related to student matters shall briefly describe the reason for the closed session, such as "student expulsion hearing" or "grade change appeal," without violating the confidentiality rights of individual students. The student shall not be named on the agenda, but a number may be assigned to the student in order to facilitate record keeping. The agenda shall also state that the Education Code requires closed sessions in these cases in order to prevent the disclosure of confidential student record information.~~

(cf. 5125 – Student Records)

Security Matters

The Board may meet in closed session with the Attorney General, district attorney, **district legal counsel**, sheriff or chief of police, or their respective deputies, or a security consultant or a security operations manager, on matters posing a threat to the security of public buildings; to the security of essential public services, including water, drinking water, wastewater treatment, natural gas service, and electric service; or to the public's right of access to public services or public facilities. **Such discussions may be held in closed session during an emergency meeting called pursuant to Board Bylaw 9320 - Meetings and Notices and Board Bylaw/Exhibit (1) 9323.2 - Actions By The Board. (Government Code 54957)**

(cf. 0450 – Comprehensive Safety Plan)

(cf. 3515 – Campus Security)

(cf. 3516 – Emergencies and Disaster Preparedness Plan)

The Board may also meet in closed session to consult with law enforcement officials on the development of a plan for tactical responses to criminal incidents and to approve the plan. (Education Code 32281)

~~The Board may meet in closed session during an emergency meeting held pursuant to Government Code 54956.5 to meet with law enforcement officials for the emergency purposes specified in Government Code 54957 if agreed to by a two-thirds vote of the Board members present. If less than two-thirds of the members are present, then the Board must agree by a unanimous vote of the members present. (Government Code 54956.5)~~

~~Agenda items related to security matters shall specify the name of the law enforcement agency and the title of the officer, or name of applicable agency representative and title, with whom the Board will consult. (Government Code 54954.5)~~

Conference with Real Property Negotiations

The Board may meet in closed session with its real property negotiator prior to the purchase, sale, exchange, or lease of real property by or for the district in order to grant its negotiator authority regarding the price and terms of payment for the property. (Government Code 54956.8)

~~Before holding the closed session, the Board shall hold an open and public session to identify its negotiator(s) and the property under negotiation and to specify the person(s) with whom the negotiator may negotiate. (Government Code 54956.8)~~

~~For purposes of real property transactions, negotiators may include members of the Board. (Government Code 54956.8)~~

~~Agenda items related to real property negotiations shall specify the district negotiator attending the closed session. If circumstances necessitate the absence of a specified negotiator, an agent or designee may participate in place of the absent negotiator as long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the negotiating parties and the street address of the real property under negotiation. If there is no street address, the agenda item shall specify the parcel number or another unique reference of the property. The agenda item shall also specify whether instruction to the negotiator will concern price, terms of payment, or both. (Government Code 54954.5)~~

~~Anticipated Pending Litigation/Initiation of Litigation~~

Based on the advice of its legal counsel, the Board may hold a closed session to confer with or receive advice from its legal counsel regarding a ~~pending-anticipated~~ litigation ~~or whether to initiate litigation~~ when a discussion of the ~~either~~ matter in open session would prejudice the district's position ~~in the~~ ~~with respect to such~~ litigation. For this purpose, "litigation" means any adjudicatory proceeding, including eminent domain, before a court, administrative body exercising its adjudicatory authority, hearing officer, or arbitrator. (Government Code 54956.9)

Litigation is considered ~~"pending"~~ ~~"anticipated"~~ when, in the Board's opinion based on the advice of its legal counsel regarding the existing facts and circumstances, there is a significant exposure to litigation against the district or against a district officer or employee based on prior or prospective activities or alleged activities during and potentially during the course and scope of that office or employment. (Government Code 54956.9) ~~in any of the following circumstances: (Government Code 54956.9)~~

- ~~1. Litigation to which the district is a "party" has been initiated formally. (Government Code 54956.9(a))~~
- ~~2. A point has been reached where, in the Board's opinion based on the advice of its legal counsel regarding the "existing facts and circumstances," there is a "significant exposure to litigation" against the district, or the Board is meeting solely to determine whether, based on existing facts or circumstances, a closed session is authorized. (Government Code 54956.9(b))~~

Existing facts and circumstances ~~for these purposes~~ are limited to the following: (Government Code 54956.9)

1. Facts and circumstances that might result in litigation against the district but which the district believes are not yet known to potential plaintiff(s) ~~and which do not need to be disclosed.~~
2. Facts and circumstances including, but not limited to, an accident, disaster, incident, or transactional occurrence which might result in litigation against the district, which are already known to potential plaintiff(s) ~~and which must be publicly disclosed before the closed session or specified on the agenda.~~
3. The receipt of a claim pursuant to the Tort Claims Act or a written threat of litigation from a potential plaintiff. ~~The claim or written communication must be available for public inspection.~~

4. A threat of litigation made by a person in an open meeting on a specific matter within the responsibility of the Board.
5. A threat of litigation made by a person outside of an open meeting on a specific matter within the responsibility of the Board, provided that the district official or employee receiving knowledge of the threat made a record of the statement before the meeting ~~and the record is available for public inspection. Such record does not need to identify an alleged victim of tortious sexual conduct or anyone making a threat on his/her behalf or identify an employee who is the alleged perpetrator of any unlawful or tortious conduct, unless the identity of this person has been publicly disclosed.~~
3. ~~Based on existing facts and circumstances, the Board has decided to initiate or is deciding whether to initiate litigation. (Government Code 54956.9(e))~~

Each agenda item related to anticipated litigation shall only contain one such matter. For an anticipated litigation item that is anticipated based on Items #2, #3, or #5 above, the agenda item shall also include the facts or circumstances that might result in litigation, the claim or written threat of litigation, or the record of the threat. However, the agenda item shall not identify the alleged victim of unlawful or tortious sexual conduct or anyone making the threat on the alleged victim's behalf, or identify a public employee who is the alleged perpetrator of any unlawful or tortious conduct upon which a threat of litigation is based, unless the identity of the person has been publicly disclosed. (Government Code 54956.9)

~~Before holding a closed session pursuant to the pending litigation exception, the Board shall state on the agenda or publicly announce the subdivision of Government Code 54956.9 under which the closed session is being held. If authority is based on Government Code 54956.9(a), the Board shall either state the title or specifically identify the litigation to be discussed or state that doing so would jeopardize the district's ability to effectuate service of process upon unserved parties or to conclude existing settlement negotiations to its advantage. (Government Code 54956.9)~~

~~Agenda items related to pending litigation shall be described as a conference with legal counsel regarding either "existing litigation" or "anticipated litigation." (Government Code 54954.5)~~

~~"Existing litigation" items shall identify the name of the case specified by either the claimant's name, names of parties, or case or claim number, unless the Board states that to identify the case would jeopardize service of process or existing settlement negotiations. (Government Code 54954.5)~~

~~"Anticipated litigation" items shall state that there is significant exposure to litigation pursuant to Government Code 54956.9(b) and shall specify the potential number of cases. When the district expects to initiate a suit, items related to anticipated litigation shall state that the discussion relates to the initiation of litigation pursuant to Government Code 54956.9(c) and shall specify the potential number of cases. The agenda or an oral statement before the closed session may be required to provide additional information regarding existing facts and circumstances described in item #2 b e above. (Government Code 54954.5)~~

Existing Litigation

Based on the advice of its legal counsel, the Board may hold a closed session to confer with or receive advice from its legal counsel regarding existing litigation when discussion of the matter in open session would prejudice the district's position with respect to such litigation. Litigation is considered to be "existing" when the district has been named a party to the litigation or a district

officer or employee has been named a party to the litigation based on prior or prospective activities or alleged activities during the course and scope of that office or employment, including litigation in which involves whether an activity is outside the course and scope of the office or employment. For this purpose, "litigation" means any adjudicatory proceeding, including eminent domain, before a court, administrative body exercising its adjudicatory authority, hearing officer, or arbitrator. (Government Code 54956.9)

Tort, Public, or Workers' Compensation Liability

The Board may meet in closed session to discuss a claim for the payment of tort liability losses, public liability losses, or workers' compensation liability incurred by a joint powers agency (JPA) formed for the purpose of insurance pooling or self-insurance authority of which the district is a member. (Government Code 54956.95)

Joint Powers Agency Issues

~~The Board may meet in closed session to discuss a claim for the payment of tort liability losses, public liability losses, or workers' compensation liability incurred by a joint powers agency (JPA) formed for the purpose of insurance pooling or self-insurance authority of which the district is a member. (Government Code 54956.95)~~

~~Closed session agenda items related to liability claims shall specify the claimant's name and the name of the agency against which the claim is made. (Government Code 54954.5)~~

~~(cf. 3530 – Risk Management/Insurance)~~

When the board of the JPA has so authorized and upon advice of district legal counsel, the Board may meet in closed session in order to receive, discuss, and take action concerning information **that has direct financial or liability implications for the district and that was** obtained in a closed session of the JPA **of which the district is a member**. During the Board's closed session, a Board member serving on the JPA board may disclose confidential information acquired during a closed session of the JPA to fellow Board members. (Government Code 54956.96)

~~The Board member may also disclose the confidential JPA information to district legal counsel in order to obtain advice on whether the matter has direct financial or liability implications for the district. (Government Code 54956.96)~~

~~Closed session agenda items related to conferences involving a JPA shall specify the closed session description used by the JPA and the name of the Board member representing the district on the JPA board. Additional information listing the names of agencies or titles of representatives attending the closed session as consultants or other representatives shall also be included. (Government Code 54954.5)~~

Review of Audit Report from Bureau of State Audits

Upon receipt of a confidential final draft audit report from the ~~Bureau of California State Auditor's Office Audits~~, **and before the report has been made public**, the Board may meet in closed session to discuss its response to that report. After public release of the report from the ~~Bureau of State Audits~~ **California State Auditor's Office**, any Board meeting to discuss the report must be conducted in open session, unless exempted from that requirement by some other provision of law. (Government Code 54956.75)

~~Closed session agenda items related to an audit by the Bureau of State Audits shall state "Audit by Bureau of State Audits." (Government Code 54954.5)~~

Review of Assessment Instruments

The Board may meet in closed session to review the contents of any student assessment instrument approved or adopted for the statewide testing system. Before any such meeting, the Board shall agree by resolution to accept any terms or conditions established by the State Board of Education for this review. (Education Code 60617)

~~(cf. 6162.5 – Student Assessment)~~

~~Agenda items related to the review of student assessment instruments shall state that the Board is reviewing the contents of an assessment instrument approved or adopted for the statewide testing program and that Education Code 60617 authorizes a closed session for this purpose in order to maintain the confidentiality of the assessment under review.~~

Legal Reference:

EDUCATION CODE

~~35145 – Public meetings~~

~~35146 – Closed session (re student suspension)~~

~~44929.21 – Districts with ADA of 250 or more~~

~~48912 – Governing board suspension~~

~~48918 – Rules governing expulsion procedures; hearings and notice~~

~~49070 – Challenging content of students records~~

~~60617 – Meetings of governing board~~

GOVERNMENT CODE

~~3540-3549.3 – Educational Employment Relations Act~~

~~6252-6270 – California Public Records Act~~

~~54950-54963 – The Ralph M. Brown Act~~

COURT DECISIONS

~~*Morrison v. Housing Authority of the City of Los Angeles Board of Commissioners, (2003) 107 Cal.App.4th 860*~~

~~*Bell v. Vista Unified School District, (2001) 82 Cal.App. 4th 672*~~

~~*Fischer v. Los Angeles Unified School District, (1999) 70 Cal.App. 4th 87*~~

~~*Furtado v. Sierra Community College District (1998) 68 Cal.App. 4th 876*~~

~~*Roberts v. City of Palmdale, (1993) 5 Cal.App. 4th 363*~~

~~*Sacramento Newspaper Guild v. Sacramento County Board of Supervisors, (1968) 263 Cal.App. 2d 41*~~

ATTORNEY GENERAL OPINIONS

~~94 Ops. Cal. Atty. Gen. 82 (2011)~~

~~86 Ops. Cal. Atty. Gen. 210 (2003)~~

~~78 Ops. Cal. Atty. Gen. 218 (1995)~~

~~59 Ops. Cal. Atty. Gen. 532 (1976)~~

Management Resources:

CSBA PUBLICATIONS

~~*The Brown Act: School Boards and Open Meeting Laws, 2009*~~

ATTORNEY GENERAL PUBLICATIONS

~~*The Brown Act: Open Meetings for Legislative Bodies, 2002*~~

LEAGUE OF CALIFORNIA CITIES PUBLICATIONS

~~*Open and Public IV: A Guide to the Ralph M. Brown Act, rev. July 2010*~~

WEB SITES

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

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

~~*League of California Cities: <http://www.cacities.org>*~~

State

Ed. Code 35145: Public meetings
Ed. Code 35146: Closed sessions regarding suspensions
Ed. Code 44929.21: Notice of reelection decision; districts with 250 ADA or more
Ed. Code 48912: Governing board suspension
Ed. Code 48918: Rules governing expulsion procedures
Ed. Code 49070: Challenging student records
Ed. Code 60617: Meetings of governing board
Gov. Code 3540-3549.3: Educational Employment Relations Act
Gov. Code 54950-54963: The Ralph M. Brown Act

Federal

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

Management Resources

Attorney General Opinion: 98 Ops.Cal.Atty.Gen. 41 (2015)
Attorney General Opinion: 89 Ops.Cal.Atty.Gen. 110 (2006)
Attorney General Opinion: 59 Ops.Cal.Atty.Gen. 532 (1976)
Attorney General Opinion: 78 Ops.Cal.Atty.Gen. 218 (1995)
Attorney General Opinion: 86 Ops.Cal.Atty.Gen. 210 (2003)
Attorney General Opinion: 94 Ops.Cal.Atty.Gen. 82 (2011)
Attorney General Publication: The Brown Act: Open Meetings for Legislative Bodies, rev. 2003
Court Decision: Fowler v. City of Lafayette (2020) 45 Cal.App.5th 68
Court Decision: Bell v. Vista Unified School District (2001) 82 Cal.App. 4th 672
Court Decision: Fischer v. Los Angeles Unified School District (1999) 70 Cal.App. 4th 87
Court Decision: Furtado v. Sierra Community College District (1998) 68 Cal.App. 4th 876
Court Decision: Morrison v. Housing Authority of the City of Los Angeles Board of Commissioners (2003) 107 Cal.App.4th 860
Court Decision: Roberts v. City of Palmdale (1993) 5 Cal.App. 4th 363
Court Decision: Sacramento Newspaper Guild v. Sacramento County Board of Supervisors (1968) 263 Cal.App. 2d 41
Court Decision: San Diego Union v. City Council (1983) 146 Cal.App.3d 947
CSBA Publication: The Brown Act: School Boards and Open Meeting Laws, rev. 2019
League of California Cities Publication: Open and Public IV: A Guide to the Ralph M. Brown Act, rev. July 2010
Website: CSBA District and County Office of Education Legal Services
Website: League of California Cities
Website: California Attorney General's Office
Website: CSBA

Bylaw Adopted: ~~3/13/2013~~ 02/14/2024

ORCUTT UNION SCHOOL DISTRICT
Orcutt, California



SUPERINTENDENT'S MEMORANDUM

TO: Board of Trustees

FROM: Holly Edds, Ed.D
Superintendent

BOARD MEETING DATE: January 10, 2024

BOARD AGENDA ITEM: Measure G Citizen Oversight Committee

BACKGROUND: On November 8, 2017 voters residing within the Orcutt Union School District passed Measure G. Measure G is a \$60,000,000 bond measure that authorizes funding for needed repairs, upgrades, and new construction projects to the District's schools. After a bond authorized under Proposition 39 is passed, State law requires that Orcutt Union School District Board of Trustees appoint an Independent Citizens Oversight Committee to work with the District.

A member of the original committee has stepped down, as he no longer has a child enrolled in the District. Attached you will find an application for the following individual:

1. Julie Hahn, Parent of a student in the District and President of Pine Grove Elementary School Parent Teacher Association.

RECOMMENDATION: It is recommended that the Board of Trustees approve the attached application for the Measure G Citizens Oversight Committee as submitted.

FUNDING: N/A

**ORCUTT UNION SCHOOL DISTRICT
APPLICATION FOR INDEPENDENT CITIZENS' OVERSIGHT COMMITTEE**

The Board of Trustees of the Orcutt Union School District is seeking qualified, interested individuals to serve on a committee of community leaders which will serve as the Independent Citizens' Oversight Committee ("COC") for the implementation of the District's Measure G school facilities bond program.

Proposition 39 Bond Election

On November 8, 2016, voters residing within the Orcutt Union School District passed Measure G. Measure G is a \$60,000,000 bond measure that authorizes funding for needed repairs, upgrades, and new construction projects to the District's schools. Proposition 39 required a 55% supermajority for approval; Measure G was passed by approximately 56.6%.

Establishment of Citizens' Oversight Committee

After a bond authorized under Proposition 39 is passed, State law requires that the Orcutt Union School District Board of Trustees appoint an Independent Citizens' Oversight Committee to work with the District.

Committee Responsibilities

In accordance with Education Code Section 15278(b), the Citizens' Oversight Committee shall:

- Inform the public concerning the District's expenditure of bond proceeds of Measure G.
- Review expenditure reports produced by the District to ensure that Measure G bond proceeds were expended only for the purposes set forth in Measure G; and
- Present to the Board in public session, an annual written report outlining their activities and conclusions regarding the expenditure of bond proceeds of Measure G.

The Bylaws which govern the Citizens' Oversight Committee are attached to this Application.

Appointment of Committee Members

All appointments will be made by the Board from applications submitted to the District. The Committee shall consist of at least seven (7) members appointed by the Board from a list of candidates submitting written applications, and based on criteria established by Prop 39, to wit:

- One (1) member shall be the parent or guardian of a child enrolled in the District.
- One (1) member shall be both a parent or guardian of a child enrolled in the District and active in a parent-teacher organization, such as the P.T.A. or a school site council.
- One (1) member active in a business organization representing the business community located in the District.
- One (1) member active in a senior citizens' organization.
- One (1) member active in a bona-fide taxpayer's association.
- Two (2) members of the community at-large.

Time Commitment and Term

Initial appointments will be staggered, such that some of the initial appointees will be appointed to serve one full two-year term. The other initial appointments will serve a one-year term, but will be eligible for reappointment by the Board for a second and third two-year term.

Would You Be Interested in Serving?

If you wish to serve on this important committee, please review the committee Bylaws for more information about the committee's role and responsibilities and complete the attached application. Completed application should be sent to Orcutt Union School District, attention Superintendent's Office. Orcutt Union School District, 500 Dyer Street, Orcutt, CA 93455, 805-938-8907.

**ORCUTT UNION SCHOOL DISTRICT
APPLICATION FOR INDEPENDENT CITIZENS' OVERSIGHT COMMITTEE**

(Please Print or Type)

Name: _____

Address: _____

Home Phone: _____ Work Phone: _____

FAX #: _____ E-Mail: _____

Why do you want to serve on the Measure G Independent Citizens' Oversight Committee?

Do you have any special area of expertise or experience that you think would be helpful to the committee?

If you have served on other school district, city or community committees please list and briefly describe your role:

I would be able to represent the following constituencies in the District: (check all that apply)

- Business Representative** - Active in a business organization representing local business
Organization: _____
- Senior Citizen Group Representative** - Active member in a senior citizens' organization.
Organization: _____
- Taxpayer Organization Member** - Active in a bona fide taxpayers' association.
Organization: _____
- Parent or Guardian of Child Enrolled in District.**
Child's Name and School: _____
Child's Name and School: _____
- Parent /Guardian of Child Enrolled in District & Active in a Parent-Teacher Organization**
Child's Name and School: _____
Child's Name and School: _____
Organization: _____
- At-Large Community Member** – Resident of the Orcutt Union School District.
Name: _____
Name: _____

Please note any additional information you feel should be considered as part of your application:

1. Are you an employee of the District? *	YES	NO
2. Are you a vendor, contractor, or consultant to the school district? *		✓
3. Do you have conflicts that would preclude your attending quarterly meetings?		✓
4. Do you know of any reason, such as a potential conflict of interest, which would adversely affect your ability to serve on the Independent Citizens' Oversight Committee? *		✓
5. Are you willing to comply with the ethics code included in the bylaws?		✓
	✓	

(*Employees, vendors, contractors, and consultants of the Orcutt Union School District are prohibited by law from being members of the Citizens' Oversight Committee. Employment which could result in becoming a contractor or subcontractor to the district would also be a potential conflict.)

Signature of Applicant

All answers and statements in this document are true and complete to the best of my knowledge.

Signature Julie Hahn Date _____.

Completed applications must be received at
Orcutt Union School District
500 Dyer Street, Orcutt, CA 93455

If you have any questions, please call Orcutt Union School District at **805.938.8907**.

It is the policy of the Orcutt Union School District not to unlawfully discriminate on the basis of sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, color, religion, marital status, age or mental or physical disability in the educational programs or activities which it operates.



BUSINESS SERVICES MEMORANDUM

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

FROM: Sandra Knight
Assistant Superintendent, Business Services

BOARD MEETING DATE: January 10, 2024

BOARD AGENDA ITEM: AB1200 Public Disclosure of Proposed Collective Bargaining Agreement – Orcutt Educators Association, California School Employees Association Orcutt Chapter #225, Confidential Employees, Classifieds/Certificated Management, as well as Contracted Management Positions.

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

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

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

FUNDING: As presented in the attached AB 1200 Disclosures.

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

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

The proposed agreement covers the period beginning: **July 1, 2023** and ending: **June 30, 2024**
(date) (date)

The Governing Board will act upon this agreement on: **January 10, 2024**
(date)

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

A. Proposed Change in Compensation

Bargaining Unit Compensation All Funds - Combined	Annual Cost Prior to Proposed Settlement	Fiscal Impact of Proposed Agreement <small>(Complete Years 2 and 3 for multiyear and overlapping agreements only)</small>		
		Year 1 Increase/(Decrease)	Year 2 Increase/(Decrease)	Year 3 Increase/(Decrease)
		2023-24	2024-25	2025-26
1. Salary Schedule Including Step and Column	\$ 21,395,552	\$ 1,069,778		
		5.00%	0.00%	0.00%
2. Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.		\$ 8,944	\$ -	
Description of Other Compensation				
3. Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 4,667,783	\$ 232,342	\$ -	
		4.98%	0.00%	0.00%
4. Health/Welfare Plans	\$ 2,523,882	\$ -		
		0.00%	0.00%	0.00%
5. Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5	\$ 28,587,216	\$ 1,311,063	\$ -	\$ -
		4.59%	0.00%	0.00%
6. Total Number of Bargaining Unit Employees (Use FTEs if appropriate)	237.40			
7. Total Compensation Average Cost per Bargaining Unit Employee	\$ 120,418	\$ 5,523	\$ -	\$ -
		4.59%	0.00%	0.00%

Orcutt Union School District
Certificated

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

5% on schedule, retroactive to July 1, 2023.

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

No

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

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

\$8160 for single party, \$12,700 for two- party, \$17,779 for family

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

Not applicable

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

None

Orcutt Union School District
Certificated

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

Not applicable

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

Not applicable

F. Source of Funding for Proposed Agreement:

1. Current Year

The raise will be funded out of general fund LCFF revenue, Fund 12 and Fund 13, in the current and subsequent years. With the addition to the base grant, the district has experienced an increase in revenue. This includes changes in enrollment and increasing attendance yields throughout the district.

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

Projected increases in enrollment and utilizing funds that have been committed for district wide initiatives.

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

Not applicable

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

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

The proposed agreement covers the period beginning: **July 1, 2023** and ending: **June 30, 2024**
(date) (date)

The Governing Board will act upon this agreement on: **January 10, 2024**
(date)

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

A. Proposed Change in Compensation

Bargaining Unit Compensation All Funds - Combined	Annual Cost Prior to Proposed Settlement	Fiscal Impact of Proposed Agreement <small>(Complete Years 2 and 3 for multiyear and overlapping agreements only)</small>		
		Year 1 Increase/(Decrease)	Year 2 Increase/(Decrease)	Year 3 Increase/(Decrease)
		2023-24	2024-25	2025-26
1. Salary Schedule Including Step and Column	\$ 8,435,573	\$ 421,789		
		5.00%	0.00%	0.00%
2. Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.		\$ 70,136	\$ -	
Description of Other Compensation		Re-ranging & Education Stipend		
3. Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 2,654,448	\$ 150,501	\$ -	
		5.67%	0.00%	0.00%
4. Health/Welfare Plans	\$ 1,027,265	\$ -		
		0.00%	0.00%	0.00%
5. Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5	\$ 12,117,286	\$ 642,426	\$ -	\$ -
		5.30%	0.00%	0.00%
6. Total Number of Bargaining Unit Employees (Use FTEs if appropriate)	203.49			
7. Total Compensation Average Cost per Bargaining Unit Employee	\$ 59,547	\$ 3,157	\$ -	\$ -
		5.30%	0.00%	0.00%

Orcutt Union School District
Classified

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

5% on schedule, retroactive to July 1, 2023.

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

Not applicable

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

Not applicable

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

\$8160 for single party, \$12,700 for two-party, \$17,779 for family

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

Not applicable

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

None

Orcutt Union School District

Classified

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

None

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

None

F. Source of Funding for Proposed Agreement:

1. Current Year

The raise will be funded out of general fund LCFF revenue, Fund 12 and Fund 13, in the current and subsequent years. With the addition to the base grant, the district has experienced an increase in revenue. This includes changes in enrollment and increasing attendance yields throughout the district.

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

Projected increases in enrollment and utilizing funds that have been committed for district-wide initiatives.

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

Not applicable

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

Name of School District:	Orcutt Union School District
Name of Bargaining Unit:	Management/Confidential
Certificated, Classified, Other:	Management/Confidential

The proposed agreement covers the period beginning: **July 1, 2023** and ending: **June 30, 2024**
(date) (date)

The Governing Board will act upon this agreement on: **January 10, 2024**
(date)

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

A. Proposed Change in Compensation

Bargaining Unit Compensation All Funds - Combined	Annual Cost Prior to Proposed Settlement	Fiscal Impact of Proposed Agreement <small>(Complete Years 2 and 3 for multiyear and overlapping agreements only)</small>		
		Year 1 Increase/(Decrease)	Year 2 Increase/(Decrease)	Year 3 Increase/(Decrease)
		2023-24	2024-25	2025-26
1. Salary Schedule Including Step and Column	\$ 5,514,841	\$ 275,742		
		5.00%	0.00%	0.00%
2. Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.		\$ 5,700	\$ -	
Description of Other Compensation		Increase in Longevity		
3. Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 1,375,097	\$ 70,134	\$ -	
		5.10%	0.00%	0.00%
4. Health/Welfare Plans	\$ 209,460	\$ -		
		0.00%	0.00%	0.00%
5. Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5	\$ 7,099,397	\$ 351,576	\$ -	\$ -
		4.95%	0.00%	0.00%
6. Total Number of Bargaining Unit Employees (Use FTEs if appropriate)	42.11			
7. Total Compensation Average Cost per Bargaining Unit Employee	\$ 168,604	\$ 8,350	\$ -	\$ -
		4.95%	0.00%	0.00%

Orcutt Union School District
Management/Confidential

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

5% on schedule, retroactive to July 1, 2023.

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

No

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

None

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

\$8160 for single party, \$12,700 for two-party, \$17,779 for family

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

None

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

None

Orcutt Union School District
Management/Confidential

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

None

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

None

F. Source of Funding for Proposed Agreement:

1. Current Year

The raise will be funded out of general fund LCFF revenue, Fund 12 and Fund 13, in the current and subsequent years. With the addition to the base grant, the district has experienced an increase in revenue. This includes changes in enrollment and increasing attendance yields throughout the district.

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

Projected increases in enrollment and utilizing funds that have been committed for district-wide initiatives.

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

Not applicable

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

Name of School District:	Orcutt Union School District
Name of Bargaining Unit:	Certificated, Classified, Confidential & Management
Certificated, Classified, Other:	Certificated, Classified, Confidential & Management

The proposed agreement covers the period beginning: **July 1, 2023** and ending: **June 30, 2024**
(date) (date)

The Governing Board will act upon this agreement on: **January 10, 2024**
(date)

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

A. Proposed Change in Compensation

Bargaining Unit Compensation All Funds - Combined	Annual Cost Prior to Proposed Settlement	Fiscal Impact of Proposed Agreement <small>(Complete Years 2 and 3 for multiyear and overlapping agreements only)</small>		
		Year 1 Increase/(Decrease)	Year 2 Increase/(Decrease)	Year 3 Increase/(Decrease)
		2023-24	2024-25	2025-26
1. Salary Schedule Including Step and Column	\$ 35,345,939	\$ 1,800,525		
		5.09%	0.00%	0.00%
2. Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.		\$ 40,412	\$ -	
Description of Other Compensation		Longevity & re-ranging		
3. Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 8,697,328	\$ 464,129	\$ -	
		5.34%	0.00%	0.00%
4. Health/Welfare Plans	\$ 5,387,790	\$ -		
		0.00%	0.00%	0.00%
5. Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5	\$ 49,431,057	\$ 2,305,065	\$ -	\$ -
		4.66%	0.00%	0.00%
6. Total Number of Bargaining Unit Employees (Use FTEs if appropriate)	483.00			
7. Total Compensation Average Cost per Bargaining Unit Employee	\$ 102,342	\$ 4,772	\$ -	\$ -
		4.66%	0.00%	0.00%

Orcutt Union School District
Certificated, Classified, Confidential & Management

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

5% on schedule, retroactive to July 1, 2023. In addition the hourly rate was increased for certificated bargaining unit members from \$45 per hour to \$48.

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

None

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

Not applicable

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

\$8160 for single party, \$12,700 for two-party, \$17,779 for family

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

None

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

None

Orcutt Union School District
Certificated, Classified, Confidential & Management

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

None

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

None

F. Source of Funding for Proposed Agreement:

1. Current Year

The raise will be funded out of general fund LCFF revenue, Fund 12 and Fund 13, in the current and subsequent years. With the addition to the base grant, the district has experienced an increase in revenue. This includes changes in enrollment and increasing attendance yields throughout the district.

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

Projected increases in enrollment and utilizing funds that have been committed for district-wide initiatives.

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

Not applicable

Orcutt Union School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Bargaining Unit: **Certificated, Classified, Confidential & Management**

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement (As of December 13, 2023)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue 8010-8099	\$ 45,791,935		\$ -	\$ 45,791,935
Federal Revenue 8100-8299	\$ -		\$ -	\$ -
Other State Revenue 8300-8599	\$ 1,189,500		\$ -	\$ 1,189,500
Other Local Revenue 8600-8799	\$ 3,223,961		\$ -	\$ 3,223,961
TOTAL REVENUES	\$ 50,205,396		\$ -	\$ 50,205,396
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 19,160,643	\$ 883,972	\$ -	\$ 20,044,615
Classified Salaries 2000-2999	\$ 5,523,742	\$ 260,960	\$ -	\$ 5,784,702
Employee Benefits 3000-3999	\$ 9,587,885	\$ 278,269	\$ -	\$ 9,866,154
Books and Supplies 4000-4999	\$ 3,263,474		\$ -	\$ 3,263,474
Services, Other Operating Expenses 5000-5999	\$ 2,217,797		\$ -	\$ 2,217,797
Capital Outlay 6000-6999	\$ 1,191,810		\$ -	\$ 1,191,810
Other Outgo 7100-7299 7400-7499	\$ -		\$ -	\$ -
Indirect/Direct Support Costs 7300-7399	\$ (219,386)		\$ -	\$ (219,386)
TOTAL EXPENDITURES	\$ 40,725,966	\$ 1,423,201	\$ -	\$ 42,149,167
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 1,000,000	\$ -	\$ -	\$ 1,000,000
Contributions 8980-8999	\$ (7,904,071)		\$ -	\$ (7,904,071)
OPERATING SURPLUS (DEFICIT)*	\$ 575,359	\$ (1,423,201)	\$ -	\$ (847,842)
BEGINNING FUND BALANCE				
9791	\$ 15,184,250			\$ 15,184,250
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 15,759,609	\$ (1,423,201)	\$ -	\$ 14,336,408
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ 45,500	\$ -	\$ -	\$ 45,500
Restricted Amounts 9740				
Committed Amounts 9750-9760	\$ 13,414,287	\$ (1,423,201)	\$ -	\$ 11,991,086
Assigned Amounts 9780	\$ 250,000	\$ -	\$ -	\$ 250,000
Reserve for Economic Uncertainties 9789	\$ 2,049,822	\$ -	\$ -	\$ 2,049,822
Unassigned/Unappropriated Amount 9790	\$ 0	\$ -	\$ -	\$ 0

*Net Increase (Decrease) in Fund Balance

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

Orcutt Union School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Bargaining Unit: **Certificated, Classified, Confidential & Management**

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement (As of December 13, 2023)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue 8010-8099	\$ 1,424,854		\$ -	\$ 1,424,854
Federal Revenue 8100-8299	\$ 5,588,143		\$ -	\$ 5,588,143
Other State Revenue 8300-8599	\$ 6,662,882		\$ -	\$ 6,662,882
Other Local Revenue 8600-8799	\$ 2,963,158		\$ -	\$ 2,963,158
TOTAL REVENUES	\$ 16,639,037		\$ -	\$ 16,639,037
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 4,799,247	\$ 213,118	\$ -	\$ 5,012,365
Classified Salaries 2000-2999	\$ 4,210,751	\$ 183,765		\$ 4,394,516
Employee Benefits 3000-3999	\$ 5,670,986	\$ 108,171		\$ 5,779,156
Books and Supplies 4000-4999	\$ 1,552,100		\$ -	\$ 1,552,100
Services, Other Operating Expenses 5000-5999	\$ 4,041,900		\$ -	\$ 4,041,900
Capital Outlay 6000-6999	\$ 1,089,343		\$ -	\$ 1,089,343
Other Outgo 7100-7299 7400-7499	\$ 2,796,659		\$ -	\$ 2,796,659
Indirect/Direct Support Costs 7300-7399	\$ 126,927		\$ -	\$ 126,927
TOTAL EXPENDITURES	\$ 24,287,914	\$ 505,053	\$ -	\$ 24,792,968
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 445,000	\$ -	\$ -	\$ 445,000
Contributions 8980-8999	\$ 7,904,071	\$ -	\$ -	\$ 7,904,071
OPERATING SURPLUS (DEFICIT)*	\$ (189,806)	\$ (505,053)	\$ -	\$ (694,860)
BEGINNING FUND BALANCE				
9791	\$ 10,391,700			\$ 10,391,700
Prior-Year Adjustments/Restatements 9793/9795				\$ -
ENDING FUND BALANCE	\$ 10,201,894	\$ (505,053)	\$ -	\$ 9,696,840
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts 9740	\$ 10,201,894	\$ (505,053)	\$ -	\$ 9,696,841
Committed Amounts 9750-9760				
Assigned Amounts 9780				
Reserve for Economic Uncertainties 9789		\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ (0)	\$ (0)	\$ -	\$ (1)

*Net Increase (Decrease) in Fund Balance

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

Orcutt Union School District

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

Bargaining Unit: Certificated, Classified, Confidential & Management

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of December 13, 2023)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue 8010-8099	\$ 47,216,789		\$ -	\$ 47,216,789
Federal Revenue 8100-8299	\$ 5,588,143		\$ -	\$ 5,588,143
Other State Revenue 8300-8599	\$ 7,852,382		\$ -	\$ 7,852,382
Other Local Revenue 8600-8799	\$ 6,187,119		\$ -	\$ 6,187,119
TOTAL REVENUES	\$ 66,844,433		\$ -	\$ 66,844,433
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 23,959,890	\$ 1,097,090	\$ -	\$ 25,056,980
Classified Salaries 2000-2999	\$ 9,734,494	\$ 444,725	\$ -	\$ 10,179,219
Employee Benefits 3000-3999	\$ 15,258,871	\$ 386,440	\$ -	\$ 15,645,310
Books and Supplies 4000-4999	\$ 4,815,574		\$ -	\$ 4,815,574
Services, Other Operating Expenses 5000-5999	\$ 6,259,697		\$ -	\$ 6,259,697
Capital Outlay 6000-6999	\$ 2,281,154		\$ -	\$ 2,281,154
Other Outgo 7100-7299 7400-7499	\$ 2,796,659		\$ -	\$ 2,796,659
Indirect/Direct Support Costs 7300-7399	\$ (92,458)		\$ -	\$ (92,458)
TOTAL EXPENDITURES	\$ 65,013,880	\$ 1,928,254	\$ -	\$ 66,942,135
OTHER FINANCING SOURCES/USES				
Transfer In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 1,445,000	\$ -	\$ -	\$ 1,445,000
Contributions 8980-8999	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ 385,553	\$ (1,928,254)	\$ -	\$ (1,542,702)
BEGINNING FUND BALANCE				
9791	\$ 25,575,950			\$ 25,575,950
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 25,961,503	\$ (1,928,254)	\$ -	\$ 24,033,249
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ 45,500	\$ -	\$ -	\$ 45,500
Restricted Amounts 9740	\$ 10,201,894	\$ (505,053)	\$ -	\$ 9,696,841
Committed Amounts 9750-9760	\$ 13,414,287	\$ (1,423,201)	\$ -	\$ 11,991,086
Assigned Amounts 9780	\$ 250,000	\$ -	\$ -	\$ 250,000
Reserve for Economic Uncertainties 9789	\$ 2,049,822	\$ -	\$ -	\$ 2,049,822
Unassigned/Unappropriated Amount 9790	\$ 0	\$ (0)	\$ -	\$ (0)

*Net Increase (Decrease) in Fund Balance

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

Orcutt Union School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 11 - Adult Education Fund

Bargaining Unit:

Certificated, Classified, Confidential & Management

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

*Net Increase (Decrease) in Fund Balance

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

Orcutt Union School District

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

Bargaining Unit:

Certificated, Classified, Confidential & Management

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of December 13, 2023)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
Federal Revenue 8100-8299	\$ -		\$ -	\$ -
Other State Revenue 8300-8599	\$ 367,832		\$ -	\$ 367,832
Other Local Revenue 8600-8799	\$ 2,500		\$ -	\$ 2,500
TOTAL REVENUES	\$ 370,332		\$ -	\$ 370,332
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 7,739	\$ 368	\$ -	\$ 8,107
Classified Salaries 2000-2999	\$ 180,144	\$ 7,759	\$ -	\$ 187,903
Employee Benefits 3000-3999	\$ 77,051	\$ 2,731	\$ -	\$ 79,782
Books and Supplies 4000-4999	\$ 9,482			\$ 9,482
Services, Other Operating Expenses 5000-5999	\$ 2,073		\$ -	\$ 2,073
Capital Outlay 6000-6999	\$ -		\$ -	\$ -
Other Outgo 7100-7299 7400-7499	\$ -		\$ -	\$ -
Indirect/Direct Support Costs 7300-7399	\$ 9,899		\$ -	\$ 9,899
TOTAL EXPENDITURES	\$ 286,388	\$ 10,858	\$ -	\$ 297,246
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ 83,944	\$ (10,858)	\$ -	\$ 73,086
BEGINNING FUND BALANCE	\$ 1,909			\$ 1,909
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 85,854	\$ (10,858)	\$ -	\$ 74,996
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts 9740	\$ 82,444	\$ (10,858)	\$ -	\$ 71,586
Committed Amounts 9750-9760		\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ 3,409		\$ -	\$ 3,409
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

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

Orcutt Union School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Fund 13/61 - Cafeteria Fund

Bargaining Unit:

Certificated, Classified, Confidential & Management

		Column 1	Column 2	Column 3	Column 4
Object Code		Latest Board- Approved Budget Before Settlement (As of December 13, 2023)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	\$ -		\$ -	\$ -
Federal Revenue	8100-8299	\$ 2,121,195		\$ -	\$ 2,121,195
Other State Revenue	8300-8599	\$ 2,249,713		\$ -	\$ 2,249,713
Other Local Revenue	8600-8799	\$ 58,185		\$ -	\$ 58,185
TOTAL REVENUES		\$ 4,429,092		\$ -	\$ 4,429,092
EXPENDITURES					
Certificated Salaries	1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries	2000-2999	\$ 1,333,048	\$ 72,690	\$ -	\$ 1,405,738
Employee Benefits	3000-3999	\$ 504,465	\$ 24,836	\$ -	\$ 529,301
Books and Supplies	4000-4999	\$ 2,243,092		\$ -	\$ 2,243,092
Services, Other Operating Expenses	5000-5999	\$ 179,450		\$ -	\$ 179,450
Capital Outlay	6000-6999	\$ 265,000		\$ -	\$ 265,000
Other Outgo	7100-7299 7400-7499	\$ 82,559		\$ -	\$ 82,559
Indirect/Direct Support Costs	7300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES		\$ 4,607,614	\$ 97,526	\$ -	\$ 4,705,140
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ (178,522)	\$ (97,526)	\$ -	\$ (276,048)
BEGINNING FUND BALANCE					
	9791	\$ 3,223,992			\$ 3,223,992
Prior-Year Adjustments/Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 3,045,470	\$ (97,526)	\$ -	\$ 2,947,944
COMPONENTS OF ENDING BALANCE:					
Nonspendable Amounts	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts	9740	\$ 3,031,049	\$ (97,526)	\$ -	\$ 2,933,523
Committed Amounts	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts	9780	\$ 14,422			\$ 14,422
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ 0	\$ -	\$ 0

*Net Increase (Decrease) in Fund Balance

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

Orcutt Union School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGETEnter Fund: **Fund 09 - Charter**Bargaining Unit: **Certificated, Classified, Confidential & Management**

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of December 13, 2023)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
Federal Revenue 8100-8299	\$ 9,547,130		\$ -	\$ 9,547,130
Other State Revenue 8300-8599	\$ 776,400		\$ -	\$ 776,400
Other Local Revenues 8600-8799	\$ 601,580		\$ -	\$ 601,580
TOTAL REVENUES	\$ 10,925,109		\$ -	\$ 10,925,109
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 4,028,514	\$ 189,616	\$ -	\$ 4,218,130
Classified Salaries 2000-2999	\$ 635,667	\$ 28,478		\$ 664,145
Employee Benefits 3000-3999	\$ 2,033,933	\$ 50,332	\$ -	\$ 2,084,265
Books and Supplies 4000-4999	\$ 1,073,511		\$ -	\$ 1,073,511
Services, Other Operating Expenses 5000-5999	\$ 2,927,263			\$ 2,927,263
Capital Outlay 6000-6999	\$ -		\$ -	\$ -
Other Outgo 7100-7299 7400-7499	\$ -		\$ -	\$ -
Indirect/Direct Support Costs 7300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES	\$ 10,698,888	\$ 268,426	\$ -	\$ 10,967,314
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ 226,221	\$ (268,426)	\$ -	\$ (42,205)
BEGINNING FUND BALANCE 9791	\$ 4,502,070			\$ 4,502,070
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 4,728,291	\$ (268,426)	\$ -	\$ 4,459,865
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts 9740	\$ 1,047,339	\$ (268,426)	\$ -	\$ 778,913
Committed Amounts 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ 3,680,952	\$ -		\$ 3,680,952
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ (0)	\$ -	\$ (0)

*Net Increase (Decrease) in Fund Balance

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

Orcutt Union School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund:

Bargaining Unit:

Certificated, Classified, Confidential & Management

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement (As of December 13, 2023)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
Federal Revenue 8100-8299			\$ -	\$ -
Other State Revenue 8300-8599			\$ -	\$ -
Other Local Revenue 8600-8799			\$ -	\$ -
TOTAL REVENUES	\$ -		\$ -	\$ -
EXPENDITURES				
Certificated Salaries 1000-1999		\$ -	\$ -	\$ -
Classified Salaries 2000-2999			\$ -	\$ -
Employee Benefits 3000-3999			\$ -	\$ -
Books and Supplies 4000-4999				\$ -
Services, Other Operating Expenses 5000-5999			\$ -	\$ -
Capital Outlay 6000-6999			\$ -	\$ -
Other Outgo 7100-7299			\$ -	\$ -
7400-7499				
Indirect/Direct Support Costs 7300-7399			\$ -	\$ -
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ -	\$ -	\$ -	\$ -
BEGINNING FUND BALANCE				
9791	\$ -			\$ -
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ -
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts 9740			\$ -	\$ -
Committed Amounts 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

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

Orcutt Union School District
 Certificated, Classified, Confidential & Management

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

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

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

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

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

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

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

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

Additional Comments:

Orcutt Union School District

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Unrestricted General Fund MYP

Bargaining Unit: Certificated, Classified, Confidential & Management

Object Code	2023-24	2024-25	2025-26
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 45,791,935	\$ 46,008,919	\$ 47,916,954
Federal Revenue 8100-8299	\$ -	\$ -	\$ -
Other State Revenue 8300-8599	\$ 1,189,500	\$ 1,198,202	\$ 1,205,132
Other Local Revenue 8600-8799	\$ 3,223,961	\$ 2,769,351	\$ 2,757,286
TOTAL REVENUES	\$ 50,205,396	\$ 49,976,472	\$ 51,879,372
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 20,044,615	\$ 20,659,044	\$ 21,175,520
Classified Salaries 2000-2999	\$ 5,784,702	\$ 5,967,489	\$ 6,027,489
Employee Benefits 3000-3999	\$ 9,866,154	\$ 10,115,567	\$ 10,255,476
Books and Supplies 4000-4999	\$ 3,263,474	\$ 3,334,580	\$ 3,849,630
Services, Other Operating Expenses 5000-5999	\$ 2,217,797	\$ 2,374,965	\$ 2,277,883
Capital Outlay 6000-6999	\$ 1,191,810	\$ 2,169,810	\$ 469,810
Other Outgo 7100-7299	\$ -	\$ -	\$ -
7400-7499			
Indirect/Direct Support Costs 7300-7399	\$ (219,386)	\$ (219,386)	\$ (219,386)
Other Adjustments		\$ (1,650,000)	\$ (1,650,000)
TOTAL EXPENDITURES	\$ 42,149,167	\$ 42,752,070	\$ 42,186,422
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ -		
Transfers Out and Other Uses 7600-7699	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Contributions 8980-8999	\$ (7,904,071)	\$ (8,932,775)	\$ (9,322,005)
OPERATING SURPLUS (DEFICIT)*	\$ (847,842)	\$ (2,708,373)	\$ (629,055)
BEGINNING FUND BALANCE			
9791	\$ 15,184,250	\$ 14,336,408	\$ 11,628,035
Prior-Year Adjustments/Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 14,336,408	\$ 11,628,035	\$ 10,998,980
COMPONENTS OF ENDING BALANCE:			
Nonspendable Amounts 9711-9719	\$ 45,500	\$ 45,500	\$ 45,500
Restricted Amounts 9740			
Committed Amounts 9750-9760	\$ 11,991,086	\$ 9,093,605	\$ 8,510,916
Assigned Amounts 9780	\$ 250,000	\$ 350,000	\$ 350,000
Reserve for Economic Uncertainties 9789	\$ 2,049,822	\$ 2,138,930	\$ 2,092,564
Unassigned/Unappropriated Amount 9790	\$ 0	\$ 0	\$ 0

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Orcutt Union School District

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Restricted General Fund MYP

Bargaining Unit: **Certificated, Classified, Confidential & Management**

Object Code	2023-24	2024-25	2025-26
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 1,424,854	\$ 1,424,854	\$ 1,424,854
Federal Revenue 8100-8299	\$ 5,588,143	\$ 1,708,954	\$ 1,708,954
Other State Revenue 8300-8599	\$ 6,662,882	\$ 6,540,555	\$ 6,455,298
Other Local Revenue 8600-8799	\$ 2,963,158	\$ 3,044,515	\$ 3,123,278
TOTAL REVENUES	\$ 16,639,037	\$ 12,718,878	\$ 12,712,384
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 5,012,365	\$ 6,298,613	\$ 6,074,767
Classified Salaries 2000-2999	\$ 4,394,516	\$ 4,156,309	\$ 4,038,550
Employee Benefits 3000-3999	\$ 5,779,156	\$ 6,194,874	\$ 6,504,617
Books and Supplies 4000-4999	\$ 1,552,100	\$ 1,503,581	\$ 1,298,711
Services, Other Operating Expenses 5000-5999	\$ 4,041,900	\$ 3,620,905	\$ 3,294,884
Capital Outlay 6000-6999	\$ 1,089,343	\$ 710,868	\$ 143,543
Other Outgo 7100-7299	\$ 2,796,659	\$ 2,920,920	\$ 3,051,394
7400-7499			
Indirect/Dirrect Support Costs 7300-7399	\$ 126,927	\$ 116,927	\$ 99,028
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 24,792,968	\$ 25,522,998	\$ 24,505,495
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 445,000	\$ 372,582	\$ 410,228
Contributions 8980-8999	\$ 7,904,071	\$ 8,932,775	\$ 9,322,005
OPERATING SURPLUS (DEFICIT)*	\$ (694,860)	\$ (4,243,928)	\$ (2,881,334)
BEGINNING FUND BALANCE			
9791	\$ 10,391,700	\$ 9,696,840	\$ 5,452,913
Prior-Year Adjustments/Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 9,696,840	\$ 5,452,913	\$ 2,571,579
COMPONENTS OF ENDING BALANCE:			
Nonspendable Amounts 9711-9719	\$ -	\$ -	
Restricted Amounts 9740	\$ 9,696,841	\$ 5,452,913	\$ 2,571,579
Committed Amounts 9750-9760			
Assigned Amounts 9780			
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ (1)	\$ (0)	\$ (0)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Orcutt Union School District

H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund MYP

Bargaining Unit: **Certificated, Classified, Confidential & Management**

Object Code	2023-24	2024-25	2025-26
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 47,216,789	\$ 47,433,773	\$ 49,341,808
Federal Revenue 8100-8299	\$ 5,588,143	\$ 1,708,954	\$ 1,708,954
Other State Revenue 8300-8599	\$ 7,852,382	\$ 7,738,757	\$ 7,660,430
Other Local Revenue 8600-8799	\$ 6,187,119	\$ 5,813,866	\$ 5,880,564
TOTAL REVENUES	\$ 66,844,433	\$ 62,695,350	\$ 64,591,756
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 25,056,980	\$ 26,957,657	\$ 27,250,287
Classified Salaries 2000-2999	\$ 10,179,219	\$ 10,123,798	\$ 10,066,038
Employee Benefits 3000-3999	\$ 15,645,310	\$ 16,310,441	\$ 16,760,093
Books and Supplies 4000-4999	\$ 4,815,574	\$ 4,838,161	\$ 5,148,341
Services, Other Operating Expenses 5000-5999	\$ 6,259,697	\$ 5,995,870	\$ 5,572,767
Capital Outlay 6000-6999	\$ 2,281,154	\$ 2,880,678	\$ 613,353
Other Outgo 7100-7299	\$ 2,796,659	\$ 2,920,920	\$ 3,051,394
7400-7499			
Indirect/Direct Support Costs 7300-7399	\$ (92,458)	\$ (102,458)	\$ (120,357)
Other Adjustments		\$ (1,650,000)	\$ (1,650,000)
TOTAL EXPENDITURES	\$ 66,942,135	\$ 68,275,068	\$ 66,691,916
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 1,445,000	\$ 1,372,582	\$ 1,410,228
Contributions 8980-8999	\$ -	\$ -	\$ (0)
OPERATING SURPLUS (DEFICIT)*	\$ (1,542,702)	\$ (6,952,301)	\$ (3,510,389)
BEGINNING FUND BALANCE			
9791	\$ 25,575,950	\$ 24,033,249	\$ 17,080,948
Prior-Year Adjustments/Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 24,033,249	\$ 17,080,948	\$ 13,570,559
COMPONENTS OF ENDING BALANCE:			
Nonspendable Amounts 9711-9719	\$ 45,500	\$ 45,500	\$ 45,500
Restricted Amounts 9740	\$ 9,696,841	\$ 5,452,913	\$ 2,571,579
Committed Amounts 9750-9760	\$ 11,991,086	\$ 9,093,605	\$ 8,510,916
Assigned Amounts 9780	\$ 250,000	\$ 350,000	\$ 350,000
Reserve for Economic Uncertainties 9789	\$ 2,049,822	\$ 2,138,930	\$ 2,092,564
Unassigned/Unappropriated Amount 9790	\$ (0)	\$ (0)	\$ 0

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Orcutt Union School District
 Certificated, Classified, Confidential & Management

I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2023-24	2024-25	2025-26
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 68,387,135	\$ 69,647,650	\$ 68,102,145
b.	Less: Special Education Pass-Through Funds	\$ -	\$ -	\$ -
c.	Net Expenditures, Transfers Out, and Uses	\$ 68,387,135	\$ 69,647,650	\$ 68,102,145
d.	State Standard Minimum Reserve Percentage for this District Enter percentage →	3.00%	3.00%	3.00%
e.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, or \$50,000)	\$ 2,051,614	\$ 2,089,430	\$ 2,043,064

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

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 2,049,822	\$ 2,138,930	\$ 2,092,564
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ 0	\$ 0	\$ 0
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$ -	\$ -	\$ -
e.	Total Available Reserves	\$ 2,049,822	\$ 2,138,930	\$ 2,092,564
f.	Reserve for Economic Uncertainties Percentage	3.00%	3.07%	3.07%

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

2023-24	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2024-25	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2025-26	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

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

Certificated, Classified, Confidential & Management

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

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

(fill out columns for which there is an agreement)

	Prior Year	2023-24	2024-25	2025-26
a. LCFE Funding per ADA	10,808.00	11,795.00	12,355.00	12,783.00
b. Amount Change from Prior Year Funding per ADA		987.00	560.00	428.00
c. Percentage Change from Prior Year Funding per ADA		9.13%	4.75%	3.46%
d. Total Compensation Amount Change (from Page 1, Section A, Line 5)		2,305,065.39	-	-
e. Total Compensation Percentage Change (from Page 1, Section A, Line 5)		4.66%	0.00%	0.00%
f. Proposed agreement is within/exceeds change in LCFE Funding (f vs. e)		Within	-	-

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

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

In accordance with the requirements of Government Code Sections 3540.2 and 3547.5, the Superintendent and Chief Business Official of the Orcutt Union School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from July 1, 2023 to June 30, 2024.

Board Actions

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

Current Year

Budget Adjustment Categories:

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

	Budget Adjustment Increase/(Decrease)
\$	-
\$	2,305,065
\$	(2,305,065)

Subsequent Years

Budget Adjustment Categories:

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

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

Budget Revisions

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

Assumptions

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

Certifications

I hereby certify I am unable to certify

District Superintendent
 (Signature)

Date

I hereby certify I am unable to certify

Chief Business Official
 (Signature)

Date

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

Orcutt Union School District

Certificated, Classified, Confidential & Management

Assumptions and Explanations (enter or attach documentation)

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

OEA has settled negotiations with a 5% salary schedule increase. Total cost \$1,301,887.24

The hourly rate of \$45 has been increased to \$48.00. Total projected cost \$9,175.93

CSEA settled on a 5% salary schedule increase. Total cost \$565,887.77 In addition, master's and bachelor degree stipends increased from \$1,000 to \$1,200 annually. Total Cost \$10,550

All office assistants were re-ranged from range 15 to range 17.

Child nutrition cooks and senior cooks were re-ranged from range 10 & 11 to 11&12.

Child Nutrition Workers and Cashiers were re-ranged from range 8 to range 9.

Total cost of re-ranging \$44,578.91

Occupational Therapist position re-ranged to match BCBA daily rate. Total cost \$21,410.10

The negotiated settlement included a 5% increase for all steps. In addition, longevity was increased \$300 per employee per year

Longevity increased as follows:

\$3200 increased to \$3500

\$4600 increased to \$4900

\$6000 increased to \$6300

\$7400 increased to \$7700

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

The district has eliminated the transfers out in the amount of \$1,650,000 as noted in the other adjustment row of the unrestricted MYP for the two out years. In addition, the district will adjust its attendance yield to 94% at 2nd Interim. Finally, in the 2024-25 fiscal year, the district will be able to recognize an increase in ADA of 60 as reflected in P-1.

L. CERTIFICATION NO. 2

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

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

Orcutt Union School District

District Name

**District Superintendent
(Signature)**

Sandra Knight

Contact Person

Date

805-938-8915

Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on January 10, 2024, took action to approve the proposed agreement with all Bargaining Unit(s), management and confidential.

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

Date

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



BUSINESS SERVICES MEMORANDUM

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

FROM: Sandra Knight
Assistant Superintendent, Business Services

BOARD MEETING DATE: January 10, 2024

BOARD AGENDA ITEM: Youth League Facility Use Agreements

BACKGROUND: The Facility Use Agreements between Orcutt Union School District and Orcutt National Little League and Orcutt Youth Softball Association are included for your review and approval.

The only change to the National Little League Facility Use Agreement was in the way in which additional time on the field needs to be requested.

The Orcutt Youth Softball Association Facility Use Agreement had three changes: we increased the amount of liability coverage to align with our other facilities use agreements, we eliminated the possibility of field use for Righetti and St. Joseph's High Schools at the Association's discretion because any extra field time needs to be available for our own team, and we clarified that no explanation needs to be given to terminate the agreement.

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

FUNDING: N/A

ORCUTT UNION SCHOOL DISTRICT

Facilities Use Agreement with Orcutt Youth Softball Association

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

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

8. The Association shall assume full responsibility for vehicle control and parking during all hours of their use of the softball complex. This shall include insuring that vehicles do not park or travel in unauthorized areas.
9. The use of tobacco products, illegal drugs or controlled substances, and/or alcoholic beverages is strictly prohibited on District property. The Association shall use best efforts to ensure that these substances are not used on the District's property while the property is in use by the Association.
10. The Association shall forward a roster for the Association upon the election of a new board or upon any change in board membership.
11. Dogs (other than service dogs) and other pets are prohibited from the District campus at all times. The Association shall use its best efforts to ensure that this rule is followed during the Association's use of the property.
12. Any public address or other voice-amplification system operated by the Association in conjunction with its sponsored activities shall be operated at reasonable sound levels, and no such amplification system shall be operated after daylight hours.
13. Lighting fixtures for the softball complex shall not be installed, and games shall not take place after the onset of darkness. Security lights may be installed at the snack bar and garage area.
14. Turf areas shall be watered in compliance with Golden State Water regulations and shall not be watered between 8:00 a.m. and 7:00 p.m. Fields shall not be watered excessively and water conservation shall be maximized.
15. For purposes of conserving water used for turf areas, there shall be the regularly scheduled maintenance of the automatic or manual water system(s), and adherence to the watering schedule which is based on recommendations by the University of California Agriculture Cooperative Extension.
16. Plumbing and irrigation devices shall be low water flow devices with no greater than 3.0 gallon per flush toilets and 2.0 gallon per minute sink faucets.
17. Refuse, and recyclable materials shall be collected in containers with lids. If recyclable materials are used, a recycling program must be developed and approved by the County of Santa Barbara.
18. The Association shall encourage carpooling to games and practices, and shall encourage restriction of parking and loading/unloading to the school property designed for such use. The following is a required procedure:
Before the first practice of each session, Santa Maria-Orcutt area participants shall be provided a form letter which encourages carpooling and discourages off-site parking and loading/unloading. A copy of this letter is attached, marked as Exhibit B.
19. Additions to, modifications to or expansion of the complex shall be undertaken by the Association only upon prior written authorization from the District Board of Trustees.
20. The Association shall secure a written release from each individual, organization, or entity using the softball complex or its facilities under its auspices whereby such individual, organization or entity acknowledges that the District shall be held harmless from any and all liability for any accident or injury which may occur during such use of the softball complex or its facilities.

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

ADDENDA A

The District agrees to pay \$255.00 per month towards the water bill as compensation for the use of field 2 by the Orcutt Academy High School for their softball games. The Association will control the watering and maintenance of field 2 and it will be maintained in the same condition as the other fields.

EXECUTED this ~~14th~~-**10th**, day of ~~December 2022~~ **January, 2024** at Orcutt, California, by:

ORCUTT UNION SCHOOL DISTRICT

ORCUTT YOUTH SOFTBALL ASSOCIATION

by:

by:

Sandra Knight.
Name

Name

Assistant Superintendent Business Services
Title

Title

Date

Date

EIN # for Proof of Non-Profit Status

Exhibit A

Lakeview Junior High School Orcutt Youth Softball Complex

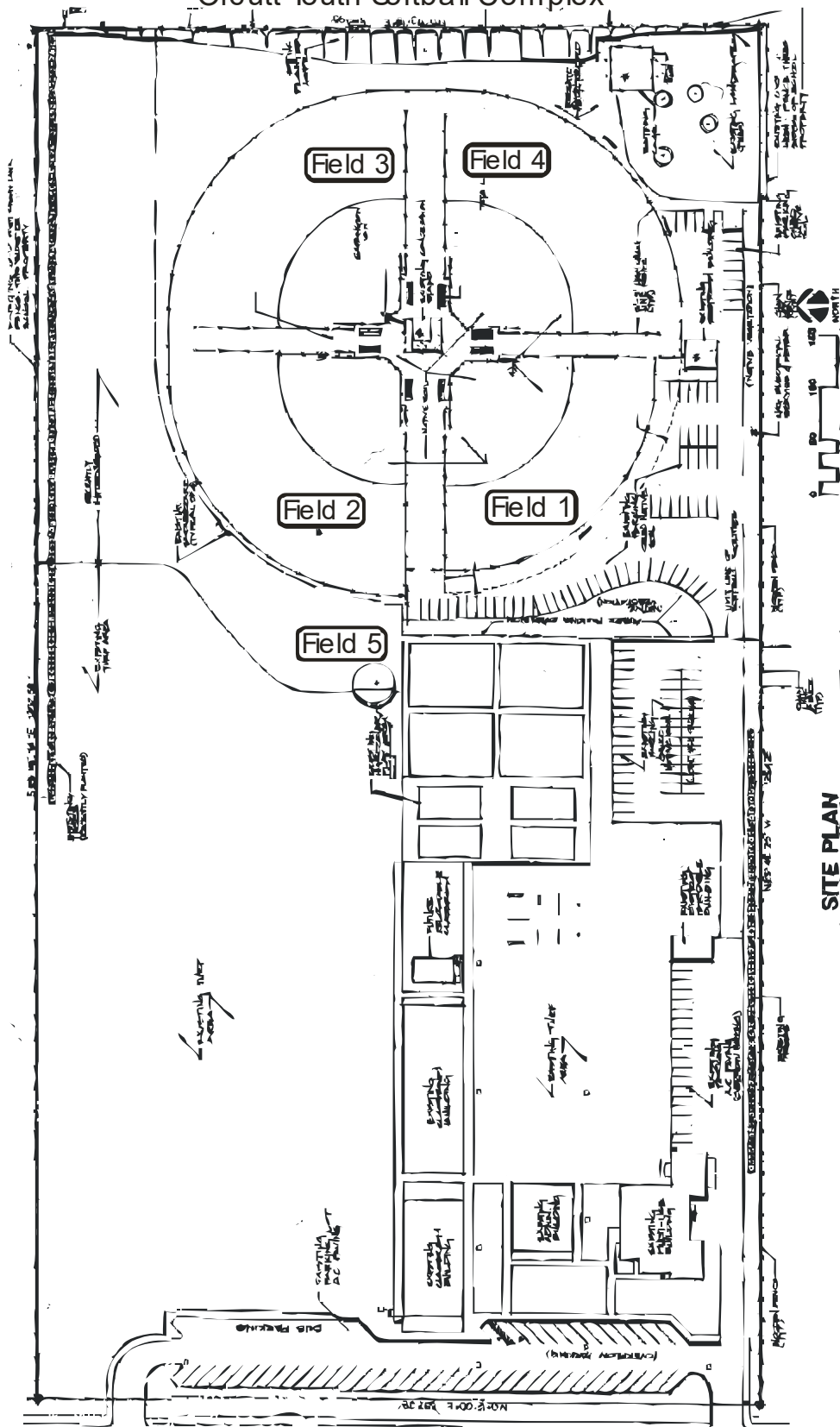


Exhibit B

Date

Dear Softball Youth Parents:

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

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

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

Orcutt Youth Softball Association

LICENSE AGREEMENT
Baseball Field 1

THIS LICENSE AGREEMENT (“Agreement”) is made and entered into as of February 1, 2023 2024 (“Effective Date”) by and between the Orcutt Union School District, a public school district of the State of California (“Licensor”), and Orcutt National Little League, a California Non-Profit organization (“Licensee”) (collectively the “Parties”).

RECITALS

WHEREAS, pursuant to Education Code, section 38130 *et seq.* (“Civic Center Act”), Licensor, upon the terms and conditions it deems proper, may grant the use of school facilities or grounds for, among other things, supervised sports league activities for youth; and

WHEREAS, Licensor is the owner of certain real property located at 610 Pinal Avenue, Orcutt, CA 93455, (“School Site”);

WHEREAS, Licensor is the owner of a Baseball Field 1 located on the School Site (“Baseball Field 1”), as depicted on Exhibit A;

WHEREAS, Licensee provides youth league activities (“Services”) to Licensor’s students, other youth in Licensor’s community, and their families (“Participants”);

WHEREAS, Licensee desires use of the Baseball Field 1 to provide Services to the community;

WHEREAS, Licensee will need a right of entry onto the School Site to access the Baseball Field 1 and carry out the Services; and

WHEREAS, Licensee, and the youth who participate in Licensee’s programs, will benefit from gaining access to Licensor’s Baseball Field 1; and

WHEREAS, Licensor’s students who participate in youth league activities, and the community that Licensor serves, will also benefit from having access to Licensee’s Services and the use of Licensor’s Baseball Field 1; and

WHEREAS, the terms of this Agreement will help ensure that the Licensor is able to protect its school grounds while complying with the mandates of the Civic Center Act.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL BENEFITS SET FORTH ABOVE AND THE PROMISES SET FORTH BELOW, LICENSOR AND LICENSEE HEREBY MUTUALLY AGREE AS FOLLOWS:

ARTICLE I

License

1.1 Grant of License. Licensor agrees to grant Licensee a revocable non-exclusive license (“License”) to enter the particular School Site named in the above incorporated Recitals for the sole purpose of accessing the Baseball Field 1 as outlined in Exhibit A (attached) and providing the Services. The rights granted to, and the obligations imposed on, Licensee herein shall extend to Licensee’s officers, agents, employees, volunteers, independent contractors, and the Participants. The License shall automatically terminate and be of no further force and effect upon the expiration or earlier termination of this Agreement.

1.2 Physical Extent of Right to Enter. Subject at all times to the terms of this Agreement during Licensee’s regular athletic season of February 1st-August 1st and September 1st-December 1st (“Regular Athletic Season”), Licensee shall have non-exclusive access to the Baseball Field 1 for carrying out its Services during “Non-School Hours” only. For the purposes hereof, “Non-School Hours” are defined as the hours between 4 p.m. and dusk on weekdays, excluding school holidays, and from 8 a.m. to dusk on weekends, school holidays, and on weekdays occurring during Licensor’s summer recess. All hours outside of “Non-School Hours” are deemed school hours. Any public address or other voice-amplification system operated by Licensee during its use of the Baseball Field 1 shall be operated at reasonable sound levels, and no such voice-amplification system shall be operated after 9:30 p.m. Licensee shall not have the right to enter or use the Baseball Field 1 during school hours. Licensor reserves the right to change the Non-School Hours to correspond with any changes in school hours or in the school year implemented by Licensor, or to address any legitimate concerns or issues regarding such hours of entry which are identified by Licensor or brought to Licensor’s attention. Licensor shall have priority use of the Baseball Field 1 for all activities related to Licensor’s school programs, including but not limited to, use by the Licensor’s high school baseball teams for any league or non-league matches or tournaments. Licensor’s priority use shall include the hours of Licensee’s authorized use pursuant to this section. Licensor shall provide Licensee with reasonable advance notice of said activities. Should Licensee require access to the Baseball Field 1 outside of its Regular Athletic Season, Licensee shall request a permit allowing such access. ~~through Licensor’s online permit reservation system, Facilitron.~~ Upon a forecast of rain or other adverse weather, or in the event of rain or other adverse weather, Licensor reserves the right to deny access to the Baseball Field 1. Prior to renewal of the License pursuant to Section 1.5(a) of this Agreement, Licensor and Licensee shall meet to review the hours of entry under the License during the prior License period. Following such a meeting (or if Licensee fails to meet with Licensor), Licensor reserves the right to alter the hours of entry under this Section 1.2 to address any issues regarding hours of entry during the prior License period that are identified by Licensor.

1.3 Permitted Use; Licensee’s Responsibilities. Licensee shall use Baseball Field 1 solely for the purpose of providing the Services and shall be solely responsible for all costs (Licensee’s and Licensor’s) relating to the Services, including but not limited to emptying of trash bins and regular clean-up of Baseball Field 1. Licensee shall also be responsible for providing all equipment and furnishings for Services at its sole cost.

1.4 Ownership. Nothing in this License shall be construed to transfer legal ownership of any part of the School Site, including the Baseball Field 1, to the Licensee and Licensee shall have no possessory interest in the School Site.

1.5 Terms, Termination and Revocation of the License.

(a) The License shall commence on ~~February 1, 2023~~, **October 2, 2023**, and continue in effect until October 1, ~~2023~~ **2024** (“Term”), subject to its earlier termination as provided herein. The License may be extended or renewed upon written agreement by both parties.

(b) This Agreement may be terminated, either wholly or in part as to the School Site, by Licensor at any time for convenience. Any such termination shall become effective on the ninetieth (90th) calendar day following the date Licensor gives written notice to Licensee of the termination.

(c) This Agreement may be terminated by either party at any time for cause. “Cause” shall consist of a material breach of any provision of this Agreement and the failure of the breaching party to cure the breach within twenty (20) days of being notified in writing of the breach (unless a different cure period is specifically required by the terms of this Agreement). Such a termination shall become effective immediately upon the giving of written notice of the termination. Following termination for cause, the Parties may pursue all remedies at law or in equity, expressly including the remedy of specific performance of this License.

(d) Should Licensor in its sole discretion determine that the Baseball Field 1 is needed by Licensor for a period of 60 days or less during Licensee’s Regular Athletic Season, for any type of expansion, modification or improvement of the Licensor’s facilities located at the School Site, Licensor shall provide Licensee with sixty (60) days advance written notice of its intent to occupy any or all of the Baseball Field 1. Should Licensor in its sole discretion determine that the Baseball Field 1 is needed by Licensor for more than a period of 60 days during Licensee’s Regular Athletic Season, for any type of expansion, modification or improvement of the Licensor’s facilities located at the School Site, Licensor shall provide Licensee with notice pursuant to Section 1.5(b) above.

(e) Upon the expiration or earlier termination of this Agreement under any provision of this Agreement, Licensee and Licensee’s agents, officers, employees, volunteers, independent contractors, and Participants shall immediately vacate the School Site and remove any and all equipment or other property of Licensee. Upon termination, Licensee shall be responsible for the cost to Licensor for repairs to the Baseball Field 1 and School Site caused by Licensee or by any other cause not the fault of Licensor, but Licensor shall direct and make all repairs at its sole discretion. Licensee shall make payment to Licensor within thirty (30) days of receipt of an invoice for the costs Licensor incurred.

(f) The remedies given to Licensor in this Article shall not be exclusive, but shall be cumulative and in addition to all remedies now or hereafter available at law or in equity and elsewhere provided in this Agreement.

ARTICLE II

Restrictions and Conditions

2.1 Baseball Field 1.

(a) Licensor makes no representations of any kind as to the conditions of, on, or under the Baseball Field 1 or School Site. Licensee has inspected the Baseball Field 1 and the School Site and accepts the license for the Baseball Field 1 in its “as is” condition. Licensor has no responsibility to make any modifications, repairs, or maintenance to the Baseball Field 1 or School Site that may be required to prepare the Baseball Field 1 or School Site for Licensee to carry out the Licensee’s Services including but not limited to improvements to the field conditions. Furthermore, Licensor makes no representations or warranties regarding the fitness or suitability of the Baseball Field 1 for Licensee’s intended use.

(b) Licensee shall act in a civil, sportsmanlike, and reasonable manner while using the Baseball Field 1, and shall not do or permit anything to be done on the School Site which would obstruct, injure, annoy, or interfere with the rights of anyone lawfully on the School Site. Licensor shall not permit any nuisance or waste on the School Site. Within twenty (20) days after notice of any nuisance or waste on the School Site caused by Licensee’s use of the Baseball Field 1, Licensee shall remove such nuisance or waste at its sole expense. If after twenty (20) days following notice of any nuisance or waste on the School Site caused by Licensee, such nuisance or waste has not been removed, Licensee shall pay to Licensor the higher of (a) full reimbursement to Licensor for any costs related to removal of the nuisance or waste; or (b) five-hundred dollar (\$500) deposit.

(c) Licensee shall not obstruct anyone’s access to, or passage across, the School Site.

(d) Licensee, its agents, employees, invitees, volunteers and independent contractors shall observe and comply fully and faithfully with all reasonable and nondiscriminatory rules and regulations (including all policies of the Licensor’s Board) adopted by Licensor (the “Rules”) for the care, protection, cleanliness and operation and use of the Baseball Field 1 and/or School Site, including any modification or addition to such Rules adopted by Licensor, provided Licensor shall give written notice thereof to Licensee.

2.2 Improvements. Any improvements by Licensee to the Baseball Field 1 shall be done with Licensor’s prior written approval at Licensee’s sole expense. Licensor shall have no obligation to purchase or provide any improvements to the Baseball Field 1. Licensee may not, without Licensor’s prior written approval, demolish, remove, replace, alter, relocate, reconstruct, or add to any existing improvements in whole or in part, or modify or change the contour or grade of the School Site or the Baseball Field 1.

2.3 Permits, Licenses and Compliance With Laws. Licensee shall, at Licensee's sole cost and expense, comply with all applicable statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county and municipal agencies, whether those statutes, ordinances, regulations, and requirements are now in force or are subsequently enacted. If any license, permit, or other governmental authorization is required for the lawful use or occupancy of the Baseball Field 1, or any portion of the School Site, the Licensee shall procure and maintain the authorization throughout the term of this Agreement. Licensee shall provide Licensor with copies of all approvals and permits upon request. Without limiting Licensee's other indemnification obligations herein, Licensee shall defend, indemnify, and hold Licensor and the School Site, Licensor's board members, officers, employees, agents and volunteers free and harmless from any and all liability, loss, damages, fines, penalties, claims, and actions resulting from Licensee's failure to comply with and perform the requirements of this Section. The foregoing indemnification obligation shall survive the expiration or earlier termination of this Agreement.

2.4 Prohibited Uses. Licensee shall not use or permit the Baseball Field 1, or any portion of the School Site, to be improved, used or occupied under this Agreement in any manner or for any purpose that is in any way in violation of any of Orcutt Union School District's Board Policies or Administrative Regulations or any applicable law, ordinance or regulation of any federal, state, county, or local government agency, body or entity with jurisdiction. There shall be no tobacco product nor alcohol consumption by Licensee or its officers, employees, agents, volunteers, independent contractors, and Participants, in or on the Baseball Field 1 or School Site during Licensee's use of the Baseball Field 1. Licensee shall not permit anything to be done in or about the Baseball Field 1 or School Site which would increase the existing rate of insurance upon the Baseball Field 1 or School Site, or cause the cancellation of any insurance policy covering the Baseball Field 1 or School Site, and Licensee shall be solely responsible for the cost of any increase in insurance caused thereby.

2.5 Assessments, Fees, and Charges. During the term of this Agreement, Licensee shall pay or cause to be paid any and all assessments, fees and charges incurred due to Licensee's use of the Baseball Field 1. Licensee shall hold Licensor free and harmless from any and all assessments, fees, and charges. Licensee shall be responsible for the removal of all garbage and rubbish from the Baseball Field 1 after each use of the Baseball Field 1 by Licensee. Within two (2) days after notice of any remaining garbage or rubbish on the Baseball Field 1 after Licensee's use of the Baseball Field 1, Licensee shall remove such garbage or rubbish at its sole expense. If after two (2) days following notice of any remaining garbage or rubbish on the Baseball Field 1 after Licensee's use of the Baseball Field 1, such garbage or rubbish has not been removed, Licensee shall pay to Licensor the higher of (a) full reimbursement to Licensor for any costs related to removal of the garbage or rubbish; or (b) five-hundred dollar (\$500) deposit.

2.6 Maintenance; Repairs. Licensee shall be responsible for the repair cost of repairing any damage caused to the School Site, including the Baseball Field 1, resulting from, or in connection with, Licensee's use of the Baseball Field 1. Licensor shall be responsible for the maintenance and cost of maintenance of the Baseball Field 1. Licensee shall make payment to Licensor within thirty (30) days receipt of an invoice for any repair or maintenance costs incurred by Licensor.

2.7 Utilities. Licensor shall pay all charges for gas, electricity, telephone and internet service, garbage disposal costs, sewage, water or any other utility used or consumed on the Baseball Field 1. Licensor reserves the right to invoice Licensee for any additional utility charges related to Licensee's use of the Baseball Field 1. Licensee shall reimburse the Licensor for all such utility charges within thirty (30) days after Licensee's receipt of an invoice.

2.8 Payments by Licensor. Should Licensee fail to pay any assessment, tax, fee or other charge required to be paid by Licensee in connection with its use of the Baseball Field 1, Licensor may, without notice to or demand on Licensee, pay, discharge, or adjust any assessment, tax, bill, or other charge for the benefit of Licensee. In that event, Licensee shall promptly, on written demand of Licensor, reimburse Licensor for the full amount paid by Licensor in paying, discharging, or adjusting any assessment, tax, bill or other charge, together with interest thereon at the rate of ten percent (10%) per annum from the date of payment by Licensor until the date of repayment by Licensee.

2.9 Insurance.

(a) Coverage Required. Before the execution of this Agreement, and during the Terms thereof, Licensee shall obtain and maintain, at its sole cost and expense, the following insurance policies covering the Baseball Field 1 provided by an insurance company acceptable to Licensor:

(1) Commercial general liability insurance for bodily injury, personal injury and property damage, including products and completed operation and non-owned and hired automobile coverage, with liability limits of not less than three million Dollars (\$3,000,000.00), combined single limit. Coverage for bodily injury shall not be less than two million Dollars (\$2,000,000.00), combined single limit of two million Dollars (\$2,000,000.00) per person and per accident. The policy shall provide coverage for broad form property damage not less than one million Dollars (\$1,000,000.00) per loss. If the policy contains a General Aggregate, then the liability limit must be not less than five million Dollars (\$5,000,000.00).

(2) Automobile liability insurance for bodily injury, personal injury and property damage for vehicles owned, non-owned, or hired, with policy limits of not less than one million Dollars (\$1,000,000.00) combined single limit covering all officers, agents, employees and contractors of Licensee involved in providing Licensee's Services at the School Site and Baseball Field 1.

(b) Insurance Provisions.

(1) The policies described in Subsection (a) above shall: (i) name Licensor as an additional insured and be provided on a per occurrence basis; (ii) state that such policy is primary, excess, and non-contributing with any other insurance carried by Licensor; (iii) state that the naming of an additional insured shall not negate any right the additional insured would have had as claimant under the policy if not so named; and (iv) state that not less than thirty (30) days written notice shall be given to Licensor before the cancellation or reduction of coverage or amount of such policy.

(2) A certificate issued by the carrier of the policies described in Subsection (a) above shall be delivered to Licensor prior to first entry onto the School Site by Licensee, or any of its employees, volunteers, agents, and independent contractors. Each such certificate shall set forth the limits, coverage, and other provisions required under this Section. A renewal certificate for each of the policies described above shall be delivered to Licensor not less than thirty (30) days before the expiration of the term of such policy. Insurance coverage shall be subject to Licensor's approval. The insurance company shall carry a rating of A:X or better and shall be admitted and licensed in the State of California to transact insurance coverage and issue policies.

(3) The policy described in Subsection (a) above may be made part of a blanket policy of insurance, so long as such blanket policy contains all of the provisions required in this Section and does not reduce the coverage, impair Licensor's rights under this License, or negate Licensee's obligations under this Agreement.

(4) Upon Licensor's request, a copy of the insurance policies described above shall be provided to Licensor.

2.10 No Property Interest Created; Non-assignable. This License and Agreement shall not create any interest for Licensee in the Baseball Field 1 or School Site nor any other property owned or maintained by Licensor, and is not coupled with any property interest or other interest. The License is personal to Licensee and is not assignable. The License does not inure to the benefit of any assignees, heirs or successors of Licensee.

2.11 Safety. Licensee shall be solely and completely responsible for the safety of all persons and property related to Licensee's use of the Baseball Field 1. Licensee, its agents, employees, volunteers and independent contractors shall fully comply with all state, federal and other laws, rules, regulations, and orders relating to safety. Licensee, its agents, employees, volunteers, and participants shall be required to use the appropriate protective equipment when using the Baseball Field 1, including, but not limited to batting helmets and catcher's equipment.

2.12 Indemnity By Licensee. Licensee shall fully defend (with counsel reasonably acceptable to Licensor), indemnify and hold Licensor, its officers, agents, employees, members of its Board of Trustees and the property of Licensor, including the School Site and improvements now or hereafter on the Baseball Field 1, free and harmless from any and all liability, claims, loss, damages, or expenses resulting from Licensee's occupation and use of the Baseball Field 1s or any occupation or use of the Baseball Field 1 by its assigns, specifically including, without limitation, any liability, claim, loss, damage, or expense (collectively, "Claims") arising by reason of any of the following:

(a) The death or injury of any person, including any person who is an employee, guest, invitee, participant or agent of Licensee, or by reason of any damage to or destruction of any property, including property owned by Licensee or by any person who is an employee or agent of Licensee, from any cause whatsoever as a direct result of using the Baseball Field 1 while that person or property is in, on, or about the Baseball Field 1 or School Site, or in any way connected with the Baseball Field 1 or School Site, or with any of the improvements or personal property on the Baseball Field 1 or School Site;

(b) The death or injury of any person, including Licensee or any person who is an employee or agent of Licensee or Sub-licensee, or by reason of any damage to or destruction of any property, including property owned by Licensee or any person who is an employee or agent of Licensee, caused or allegedly caused by any of the following: (1) the condition of the Baseball Field 1 and/or improvements located on or about the Baseball Field 1, or (2) some act or omission occurring on or about the Baseball Field 1 with the permission and consent of Licensee or Sub-licensee; and

(c) Licensee's failure to perform any provision of this Agreement or to comply with any requirement of law or any requirement imposed on Licensee by any duly authorized agency or political subdivision.

(d) The foregoing indemnification obligations shall survive the expiration or earlier termination of this Agreement.

2.13 Entry by Licensor. Licensor may enter the Baseball Field 1 at any time, including to determine whether Licensor is complying with this Agreement, to post notices of non-responsibility, and to inspect, maintain or repair the Baseball Field 1, in each case consistent with the terms of this Agreement. Licensee waives any claim for damages for injury, inconvenience or interference with Licensee's activities, or any loss of occupancy or quiet enjoyment, caused by such entry. Licensor shall be provided keys to unlock any locks to be located on or about the Baseball Field 1, and any such use of locks by Licensee shall be upon the prior written consent, and notice to, the Licensor.

2.14 Vehicle Access. Parking of cars by Licensee's employees, agents, licensees and invitees shall be confined to street parking spaces. Licensee shall assume full responsibility for vehicle control and parking during its hours of use of the Baseball Field 1s. Licensee shall not access the Baseball Field 1 with vehicles of any sort without prior written notice to, and written consent of, the Licensor for such vehicular access. Licensee shall ensure that any vehicle allowed by Licensor to access the Baseball Field 1 shall be subject to the insurance terms set forth in Section 2.9 of this Agreement. In the event that Licensee's vehicles cause any damage to the Baseball Field 1 and/or School Site, Licensee shall promptly repair such damage and restore the Baseball Field 1 and/or School Site to its prior condition at Licensee's sole cost and expense, to Licensor's reasonable satisfaction.

2.15 Limitation of Liability. No board member, officer, employee, representative, agent or independent contractor of Licensor shall be personally liable in any manner or to any extent under or in connection with this Agreement, and Licensee, its successors, or assigns hereby waives any and all claims to such personal liability.

2.16 Waiver of Claim under the Civic Center Act. Licensee agrees to waive all claims and causes of action against Licensor under the Civic Center Act related to its use of the Baseball Field 1.

ARTICLE III

General Terms and Provisions

3.1 Entire Agreement. This Agreement constitutes the sole and entire agreement between the Parties with respect to the subject matter dealt with in this Agreement and all understandings, oral or written, with respect to the subject matter of this Agreement are hereby superseded.

3.2 Future Assurances. Each Party hereto shall cooperate and take such actions as may reasonably be required by the other Party hereto in order to carry out the provisions of this Agreement and the transactions contemplated by this Agreement.

3.3 Amendment of Agreement. No modification of, deletion from, or addition to this Agreement shall be effective unless made in writing and executed by both Licensor and Licensee.

3.4 Waiver. The failure by either Party to enforce any term or provision of this Agreement shall not constitute a waiver of that term or provision, or any other term or provision. No waiver by either Party of any term or provision of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, nor shall any waiver constitute a continuing waiver unless otherwise expressly provided in writing.

3.5 Severability. In the event any clause, sentence, term or provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, invalid, or unenforceable for any reason, the remaining portions of this Agreement shall nonetheless remain in full force and effect.

3.6 Construction of Agreement. The terms and provisions of this Agreement shall be liberally constructed to effectuate the purpose of this Agreement. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, no uncertainty or ambiguity shall be construed or resolved against either Party under any rule of construction, including the Party primarily responsible for the drafting and preparation of this Agreement.

3.7 Gender and Number. Wherever the context of this Agreement may so require, the gender shall include the masculine, feminine and neuter, and the singular shall include the plural.

3.8 Governing Law and Venue. In the event of litigation, this Agreement shall be governed by and construed in accordance with the laws of the State of California, unless there is a conflict with a federal law or regulation which federal law or regulation shall then prevail. Venue shall be with the appropriate state or federal court located in Santa Barbara County.

3.9 Licensee's Rights to Assignment. Licensee shall not have the right to assign this Agreement or the License or any interest in this Agreement, without Licensor's prior written consent. Any assignment or sublicense made without such prior written consent shall be void, and at the option of Licensor, shall terminate this Agreement.

3.10 Licensees Right to Sublicense or Provide Use to Third Parties. Licensee shall not have the right to sublicense or permit third parties to use all or any portion of the Baseball Field 1.

3.11 Independent Contractor. This Agreement is not intended to and shall not be construed to create the relationship of principal-agent, master-servant, employer-employee, partnership, joint venture, or association between Licensee and the Licensor; neither party is an officer of the other. Each of the parties, their agents, officers, employees, and volunteers, in their performance under this Agreement, shall act in an independent capacity from each other.

3.12 Notices. Any notice required or desired to be given pursuant to this Agreement shall be in writing, addressed to the Parties below. By written notice in conformance herewith, either party may change the address to which notices to said party must be delivered. Any notice deposited with the United States Postal Service shall be deemed to have been duly given when so deposited certified or registered, postage prepaid, addressed as set forth below or as changed as set forth herein. Notice sent by any other manner shall be effective only upon actual receipt thereof.

Licensor:
Orcutt Union School District
Attn: Business Services
Orcutt, CA 93455

Licensee:
Travis Gomez
1205 Royal Oak Road
Orcutt, CA 93455

Telephone: 805-938-8915
E-mail: sknight@orcutt-schools.net

Telephone: 831-206-1643
president@onll.org

3.13 Time is of the Essence. Time is of the essence with respect to the obligations of each party under this Agreement.

3.14 Headings and References. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement. All uses of the words "Article(s)" and "Section(s)" in this Agreement are references for articles and sections of this Agreement, unless otherwise specified.

3.15 Ratification by Governing Board. The terms of this Agreement do not become effective until ratified by the Licensor's Governing Board at a publicly noticed meeting.

3.16 Warranty of Authority. Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated, and each of the parties by signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

3.17 Execution in Counterparts. This Agreement may be executed in counterpart such that signatures may appear on separate signature pages, which when appended together, will constitute one fully executed original.

3.18 Attorneys' Fees. If a Party to this License commences a legal action against the other Party to enforce a provision of this License or seek damages related to this License, the prevailing Party in the legal action will be entitled to recover from the other party all of its reasonable litigation expense, costs, and fees actually incurred, including reasonable attorneys' and experts' fees.

3.19 Licensee Board Membership. Licensee agrees that it shall promptly provide a governing board roster to Licensor upon election of a new Licensee governing board or a change in membership of the Licensee governing board.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first above written.

LICENSOR:

LICENSEE:

ORCUTT UNION SCHOOL DISTRICT
LEAGUE

ORCUTT NATIONAL LITTLE

By: _____

By: _____

Exhibit A



LICENSE AGREEMENT
Baseball Fields 2-4

THIS LICENSE AGREEMENT (“Agreement”) is made and entered into as of February 1, 2023 2024 (“Effective Date”) by and between the Orcutt Union School District, a public school district of the State of California (“Licensor”), and Orcutt National Little League, a California Non-Profit organization (“Licensee”) (collectively the “Parties”).

RECITALS

WHEREAS, pursuant to Education Code, section 38130 *et seq.* (“Civic Center Act”), Licensor, upon the terms and conditions it deems proper, may grant the use of school facilities or grounds for, among other things, supervised sports league activities for youth; and

WHEREAS, Licensor is the owner of certain real property located at 610 Pinal Avenue, Orcutt, CA 93455, (“School Site”);

WHEREAS, Licensor is the owner of three Baseball Fields 2-4 and an open area with a snack shack and BBQ pit, located on the School Site (“Baseball Fields 2-4”), as depicted in Exhibits A;

WHEREAS, Licensee provides youth league activities (“Services”) to Licensor’s students, other youth in Licensor’s community, and their families (“Participants”);

WHEREAS, Licensee desires use of the Baseball Fields 2-4 to provide Services to the community;

WHEREAS, Licensee will need a right of entry onto the School Site to access the Baseball Fields 2-4 and carry out the Services; and

WHEREAS, Licensee, and the youth who participate in Licensee’s programs, will benefit from gaining access to Licensor’s Baseball Fields 2-4; and

WHEREAS, Licensor’s students who participate in youth league activities, and the community that Licensor serves, will also benefit from having access to Licensee’s Services and the use of Licensor’s Baseball Fields 2-4; and

WHEREAS, the terms of this Agreement will help ensure that the Licensor is able to protect its school grounds while complying with the mandates of the Civic Center Act.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL BENEFITS SET FORTH ABOVE AND THE PROMISES SET FORTH BELOW, LICENSOR AND LICENSEE HEREBY MUTUALLY AGREE AS FOLLOWS:

ARTICLE I

License

1.1 Grant of License. To the extent allowed by law, Licensor agrees to grant Licensee a revocable, exclusive license (“License”) to enter the particular School Site named in the above incorporated Recitals for the sole purpose of accessing the Baseball Fields 2-4 as outlined in Exhibits A-C (attached) and providing the Services. The rights granted to, and the obligations imposed on, Licensee herein shall extend to Licensee’s officers, agents, employees, volunteers, independent contractors, and the Participants. The License shall automatically terminate and be of no further force and effect upon the expiration or earlier termination of this Agreement.

1.2 Physical Extent of Right to Enter. Subject at all times to the terms of this Agreement and to the extent allowed by law, during Licensee’s regular athletic season of February 1st-August 1st and September 1st-December 1st (“Regular Athletic Season”), Licensee shall have sole access to the Baseball Fields 2-4 for carrying out its Services during “Non-School Hours” only. For the purposes hereof, “Non-School Hours” are defined as the hours between 4 p.m. and dusk on weekdays, excluding school holidays, and from 8 a.m. to dusk on weekends, school holidays, and on weekdays occurring during Licensor’s summer recess. All hours outside of “Non-School Hours” are deemed school hours. Any public address or other voice-amplification system operated by Licensee during its use of the Baseball Fields 2-4 shall be operated at reasonable sound levels, and no such voice-amplification system shall be operated after 9:30 p.m. Licensee shall not have the right to enter or use the Baseball Fields 2-4 during school hours. Licensor reserves the right to change the Non-School Hours to correspond with any changes in school hours or in the school year implemented by Licensor, or to address any legitimate concerns or issues regarding such hours of entry which are identified by Licensor or brought to Licensor’s attention. Should Licensee require access to the Baseball Fields 2-4 outside of its Regular Athletic Season, Licensee shall request a permit allowing such access. ~~through Licensor’s online permit reservation system, Facilitron.~~ the District Business Office. Upon a forecast of rain or other adverse weather, or in the event of rain or other adverse weather, Licensor reserves the right to deny access to the Baseball Fields 2-4. Prior to renewal of the License pursuant to Section 1.6(a) of this Agreement, Licensor and Licensee shall meet to review the hours of entry under the License during the prior License period. Following such a meeting (or if Licensee fails to meet with Licensor), Licensor reserves the right to alter the hours of entry under this Section 1.2 to address any issues regarding hours of entry during the prior License period that are identified by Licensor.

1.3 Permitted Use; Licensee’s Responsibilities. Licensee shall use Baseball Fields 2-4 solely for the purpose of providing the Services and shall be solely responsible for all costs (Licensee’s and Licensor’s) relating to the Services, including but not limited to emptying of trash bins, use of a custodian, and regular clean-up of Baseball Fields 2-4. Licensee shall also be responsible for providing all equipment and furnishings for Services at its sole cost.

1.4 Ownership. Nothing in this License shall be construed to transfer legal ownership of any part of the School Site, including the Baseball Fields 2-4, to the Licensee and Licensee

shall have no possessory interest in the School Site.

1.5 Volunteer Work. Licensee shall take on all costs of maintenance of Baseball Fields 2-4 annually, for each year this Agreement is in effect, in exchange for use of the Baseball Fields 2-4. On October 1, the Parties shall meet to discuss any needed maintenance and/or repairs to the Baseball Fields 2-4 and create an initial maintenance and repairs schedule. This initial maintenance and repairs schedule shall be reevaluated and updated annually on January 15th of each year this Agreement is in effect.

1.6 Terms, Termination and Revocation of the License.

(a) The License shall commence on ~~February 1, 2023~~, **October 2, 2023**, and continue in effect until October 1, ~~2023~~ **2024** (“Term”), subject to its earlier termination as provided herein. The License may be extended or renewed upon written agreement by both parties.

(b) This Agreement may be terminated, either wholly or in part as to the School Site, by Licensor at any time for convenience. Any such termination shall become effective on the ninetieth (90th) calendar day following the date Licensor gives written notice to Licensee of the termination.

(c) This Agreement may be terminated by either party at any time for cause. “Cause” shall consist of a material breach of any provision of this Agreement and the failure of the breaching party to cure the breach within twenty (20) days of being notified in writing of the breach (unless a different cure period is specifically required by the terms of this Agreement). Such a termination shall become effective immediately upon the giving of written notice of the termination. Following termination for cause, the Parties may pursue all remedies at law or in equity, expressly including the remedy of specific performance of this License.

(d) Should Licensor in its sole discretion determine that the Baseball Fields 2-4 are needed by Licensor for a period of 60 days or less during Licensee’s Regular Athletic Season, for any type of expansion, modification or improvement of the Licensor’s facilities located at the School Site, Licensor shall provide Licensee with sixty (60) days advance written notice of its intent to occupy any or all of the Baseball Fields 2-4. Should Licensor in its sole discretion determine that the Baseball Fields 2-4 are needed by Licensor for more than a period of 60 days during Licensee’s Regular Athletic Season, for any type of expansion, modification or improvement of the Licensor’s facilities located at the School Site, Licensor shall provide Licensee with notice pursuant to Section 1.6(b) above.

(e) Upon the expiration or earlier termination of this Agreement under any provision of this Agreement, Licensee and Licensee’s agents, officers, employees, volunteers, independent contractors, and Participants shall immediately vacate the School Site and remove any and all equipment or other property of Licensee. Upon termination, Licensee shall be responsible for the cost to Licensor for repairs to the Baseball Fields 2-4 and School Site caused by Licensee or by any other cause not the fault of Licensor, but Licensor shall direct and make

all repairs at its sole discretion. Licensee shall make payment to Licensor within thirty (30) days of receipt of an invoice for the costs Licensor incurred.

(f) The remedies given to Licensor in this Article shall not be exclusive, but shall be cumulative and in addition to all remedies now or hereafter available at law or in equity and elsewhere provided in this Agreement.

ARTICLE II

Restrictions and Conditions

2.1 Baseball Fields 2-4.

(a) Licensor makes no representations of any kind as to the conditions of, on, or under the Baseball Fields 2-4 or School Site. Licensee has inspected the Baseball Fields 2-4 and the School Site and accepts the license for the Baseball Fields 2-4 in its “as is” condition. Licensor has no responsibility to make any modifications, repairs, or maintenance to the Baseball Fields 2-4 or School Site that may be required to prepare the Baseball Fields 2-4 or School Site for Licensee to carry out the Licensee’s Services including but not limited to improvements to the field conditions. Furthermore, Licensor makes no representations or warranties regarding the fitness or suitability of the Baseball Fields 2-4 for Licensee’s intended use.

(b) Licensee shall act in a civil, sportsmanlike, and reasonable manner while using the Baseball Fields 2-4, and shall not do or permit anything to be done on the School Site which would obstruct, injure, annoy, or interfere with the rights of anyone lawfully on the School Site. Licensor shall not permit any nuisance or waste on the School Site. Within twenty (20) days after notice of any nuisance or waste on the School Site caused by Licensee’s use of the Baseball Fields 2-4, Licensee shall remove such nuisance or waste at its sole expense. If after twenty (20) days following notice of any nuisance or waste on the School Site caused by Licensee, such nuisance or waste has not been removed, Licensee shall pay to Licensor the higher of (a) full reimbursement to Licensor for any costs related to removal of the nuisance or waste; or (b) five-hundred dollar (\$500) deposit.

(c) Licensee shall not obstruct anyone’s access to, or passage across, the School Site.

(d) Licensee, its agents, employees, invitees, volunteers and independent contractors shall observe and comply fully and faithfully with all reasonable and nondiscriminatory rules and regulations (including all policies of the Licensor’s Board) adopted by Licensor (the “Rules”) for the care, protection, cleanliness and operation and use of the Baseball Fields 2-4 and/or School Site, including any modification or addition to such Rules adopted by Licensor, provided Licensor shall give written notice thereof to Licensee.

2.2 Improvements. Any improvements by Licensee to the Baseball Fields 2-4 shall be done with Licensor’s prior written approval at Licensee’s sole expense. Licensor shall have no obligation to purchase or provide any improvements to the Baseball Fields 2-4. Licensee may not, without Licensor’s prior written approval, demolish, remove, replace, alter, relocate,

reconstruct, or add to any existing improvements in whole or in part, or modify or change the contour or grade of the School Site or the Baseball Fields 2-4.

2.3 Permits, Licenses and Compliance With Laws. Licensee shall, at Licensee's sole cost and expense, comply with all applicable statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county and municipal agencies, whether those statutes, ordinances, regulations, and requirements are now in force or are subsequently enacted. If any license, permit, or other governmental authorization is required for the lawful use or occupancy of the Baseball Fields 2-4, or any portion of the School Site, the Licensee shall procure and maintain the authorization throughout the term of this Agreement. Licensee shall provide Licensor with copies of all approvals and permits upon request. Without limiting Licensee's other indemnification obligations herein, Licensee shall defend, indemnify, and hold Licensor and the School Site, Licensor's board members, officers, employees, agents and volunteers free and harmless from any and all liability, loss, damages, fines, penalties, claims, and actions resulting from Licensee's failure to comply with and perform the requirements of this Section. The foregoing indemnification obligation shall survive the expiration or earlier termination of this Agreement.

2.4 Prohibited Uses. Licensee shall not use or permit the Baseball Fields 2-4, or any portion of the School Site, to be improved, used or occupied under this Agreement in any manner or for any purpose that is in any way in violation of any of Orcutt Union School District's Board Policies or Administrative Regulations or any applicable law, ordinance or regulation of any federal, state, county, or local government agency, body or entity with jurisdiction. There shall be no tobacco product nor alcohol consumption by Licensee or its officers, employees, agents, volunteers, independent contractors, and Participants, in or on the Baseball Fields 2-4 or School Site during Licensee's use of the Baseball Fields 2-4. Licensee shall not permit anything to be done in or about the Baseball Fields 2-4 or School Site which would increase the existing rate of insurance upon the Baseball Fields 2-4 or School Site, or cause the cancellation of any insurance policy covering the Baseball Fields 2-4 or School Site, and Licensee shall be solely responsible for the cost of any increase in insurance caused thereby.

2.5 Assessments, Fees, and Charges. During the term of this Agreement, Licensee shall pay or cause to be paid any and all assessments, fees and charges incurred due to Licensee's use of the Baseball Fields 2-4. Licensee shall hold Licensor free and harmless from any and all assessments, fees, and charges. Licensee shall be responsible for the removal of all garbage and rubbish from the Baseball Fields 2-4 after each use of the Baseball Fields 2-4 by Licensee. Within two (2) days after notice of any remaining garbage or rubbish on the Baseball Fields 2-4 after Licensee's use of the Baseball Fields 2-4, Licensee shall remove such garbage or rubbish at its sole expense. If after two (2) days following notice of any remaining garbage or rubbish on the Baseball Fields 2-4 after Licensee's use of the Baseball Fields 2-4, such garbage or rubbish has not been removed, Licensee shall pay to Licensor the higher of (a) full reimbursement to Licensor for any costs related to removal of the garbage or rubbish; or (b) five-hundred dollar (\$500) deposit.

2.6 Maintenance; Repairs. Licensee shall be responsible for the repair cost of repairing any damage caused to the School Site, including the Baseball Fields 2-4, resulting from, or in connection with, Licensee's use of the Baseball Fields 2-4. Licensee shall be responsible for the maintenance and cost of maintenance of the Baseball Fields 2-4, including but not limited to ordinary wear and tear to the Baseball Fields 2-4' conditions, caused by the Services or weather. Licensee shall make payment to Licensor within thirty (30) days receipt of an invoice for any repair or maintenance costs incurred by Licensor.

2.7 Utilities. Licensee shall pay all charges for gas, electricity, telephone and internet service, garbage disposal costs, sewage, water or any other utility used or consumed on the Baseball Fields 2-4.

2.8 Payments by Licensor. Should Licensee fail to pay any assessment, tax, fee or other charge required to be paid by Licensee in connection with its use of the Baseball Fields 2-4, Licensor may, without notice to or demand on Licensee, pay, discharge, or adjust any assessment, tax, bill, or other charge for the benefit of Licensee. In that event, Licensee shall promptly, on written demand of Licensor, reimburse Licensor for the full amount paid by Licensor in paying, discharging, or adjusting any assessment, tax, bill or other charge, together with interest thereon at the rate of ten percent (10%) per annum from the date of payment by Licensor until the date of repayment by Licensee.

2.9 Insurance.

(a) Coverage Required. Before the execution of this Agreement, and during the Terms thereof, Licensee shall obtain and maintain, at its sole cost and expense, the following insurance policies covering the Baseball Fields 2-4 provided by an insurance company acceptable to Licensor:

(1) Commercial general liability insurance for bodily injury, personal injury and property damage, including products and completed operation and non-owned and hired automobile coverage, with liability limits of not less than three million Dollars (\$3,000,000.00), combined single limit. Coverage for bodily injury shall not be less than two million Dollars (\$2,000,000.00), combined single limit of two million Dollars (\$2,000,000.00) per person and per accident. The policy shall provide coverage for broad form property damage not less than one million Dollars (\$1,000,000.00) per loss. If the policy contains a General Aggregate, then the liability limit must be not less than five million Dollars (\$5,000,000.00).

(2) Automobile liability insurance for bodily injury, personal injury and property damage for vehicles owned, non-owned, or hired, with policy limits of not less than one million Dollars (\$1,000,000.00) combined single limit covering all officers, agents, employees and contractors of Licensee involved in providing Licensee's Services at the School Site and Baseball Fields 2-4.

(b) Insurance Provisions.

(1) The policies described in Subsection (a) above shall: (i) name Licensor as an additional insured and be provided on a per occurrence basis; (ii) state that such

policy is primary, excess, and non-contributing with any other insurance carried by Licensor; (iii) state that the naming of an additional insured shall not negate any right the additional insured would have had as claimant under the policy if not so named; and (iv) state that not less than thirty (30) days written notice shall be given to Licensor before the cancellation or reduction of coverage or amount of such policy.

(2) A certificate issued by the carrier of the policies described in Subsection (a) above shall be delivered to Licensor prior to first entry onto the School Site by Licensee, or any of its employees, volunteers, agents, and independent contractors. Each such certificate shall set forth the limits, coverage, and other provisions required under this Section. A renewal certificate for each of the policies described above shall be delivered to Licensor not less than thirty (30) days before the expiration of the term of such policy. Insurance coverage shall be subject to Licensor's approval. The insurance company shall carry a rating of A:X or better and shall be admitted and licensed in the State of California to transact insurance coverage and issue policies.

(3) The policy described in Subsection (a) above may be made part of a blanket policy of insurance, so long as such blanket policy contains all of the provisions required in this Section and does not reduce the coverage, impair Licensor's rights under this License, or negate Licensee's obligations under this Agreement.

(4) Upon Licensor's request, a copy of the insurance policies described above shall be provided to Licensor.

2.10 No Property Interest Created; Non-assignable. This License and Agreement shall not create any interest for Licensee in the Baseball Fields 2-4 or School Site nor any other property owned or maintained by Licensor, and is not coupled with any property interest or other interest. The License is personal to Licensee and is not assignable. The License does not inure to the benefit of any assignees, heirs or successors of Licensee.

2.11 Safety. Licensee shall be solely and completely responsible for the safety of all persons and property related to Licensee's use of the Baseball Fields 2-4. Licensee, its agents, employees, volunteers and independent contractors shall fully comply with all state, federal and other laws, rules, regulations, and orders relating to safety. Licensee, its agents, employees, volunteers, and participants shall be required to use the appropriate protective equipment when using the Baseball Fields 2-4, including, but not limited to batting helmets and catcher's equipment.

2.12 Indemnity By Licensee. Licensee shall fully defend (with counsel reasonably acceptable to Licensor), indemnify and hold Licensor, its officers, agents, employees, members of its Board of Trustees and the property of Licensor, including the School Site and improvements now or hereafter on the Baseball Fields 2-4, free and harmless from any and all liability, claims, loss, damages, or expenses resulting from Licensee's occupation and use of the Baseball Fields 2-4 or any occupation or use of the Baseball Fields 2-4 by its assigns, specifically including, without limitation, any liability, claim, loss, damage, or expense (collectively, "Claims") arising by reason of any of the following:

(a) The death or injury of any person, including any person who is an employee, guest, invitee, participant or agent of Licensee, or by reason of any damage to or destruction of any property, including property owned by Licensee or by any person who is an employee or agent of Licensee, from any cause whatsoever as a direct result of using the Baseball Fields 2-4 while that person or property is in, on, or about the Baseball Fields 2-4 or School Site, or in any way connected with the Baseball Fields 2-4 or School Site, or with any of the improvements or personal property on the Baseball Fields 2-4 or School Site;

(b) The death or injury of any person, including Licensee or any person who is an employee or agent of Licensee or Sub-licensee, or by reason of any damage to or destruction of any property, including property owned by Licensee or any person who is an employee or agent of Licensee, caused or allegedly caused by any of the following: (1) the condition of the Baseball Fields 2-4 and/or improvements located on or about the Baseball Fields 2-4, or (2) some act or omission occurring on or about the Baseball Fields 2-4 with the permission and consent of Licensee or Sub-licensee; and

(c) Licensee's failure to perform any provision of this Agreement or to comply with any requirement of law or any requirement imposed on Licensee by any duly authorized agency or political subdivision.

(d) The foregoing indemnification obligations shall survive the expiration or earlier termination of this Agreement.

2.13 Entry by Licensor. Licensor may enter the Baseball Fields 2-4 at any time, including to determine whether Licensor is complying with this Agreement, to post notices of non-responsibility, and to inspect, maintain or repair the Baseball Fields 2-4, in each case consistent with the terms of this Agreement. Licensee waives any claim for damages for injury, inconvenience or interference with Licensee's activities, or any loss of occupancy or quiet enjoyment, caused by such entry. Licensor shall be provided keys to unlock any locks to be located on or about the Baseball Fields 2-4, and any such use of locks by Licensee shall be upon the prior written consent, and notice to, the Licensor.

2.14 Vehicle Access. Parking of cars by Licensee's employees, agents, licensees and invitees shall be confined to street parking spaces. Licensee shall assume full responsibility for vehicle control and parking during its hours of use of the Baseball Fields 2-4. Licensee shall not access the Baseball Fields 2-4 with vehicles of any sort without prior written notice to, and written consent of, the Licensor for such vehicular access. Licensee shall ensure that any vehicle allowed by Licensor to access the Baseball Fields 2-4 shall be subject to the insurance terms set forth in Section 2.9 of this Agreement. In the event that Licensee's vehicles cause any damage to the Baseball Fields 2-4 and/or School Site, Licensee shall promptly repair such damage and restore the Baseball Fields 2-4 and/or School Site to its prior condition at Licensee's sole cost and expense, to Licensor's reasonable satisfaction.

2.15 Limitation of Liability. No board member, officer, employee, representative, agent or independent contractor of Licensor shall be personally liable in any manner or to any extent under or in connection with this Agreement, and Licensee, its successors, or assigns hereby waives any and all claims to such personal liability.

2.16 Waiver of Claim under the Civic Center Act. Licensee agrees to waive all claims and causes of action against Licensor under the Civic Center Act related to its use of the Baseball Fields 2-4.

ARTICLE III

General Terms and Provisions

3.1 Entire Agreement. This Agreement constitutes the sole and entire agreement between the Parties with respect to the subject matter dealt with in this Agreement and all understandings, oral or written, with respect to the subject matter of this Agreement are hereby superseded.

3.2 Future Assurances. Each Party hereto shall cooperate and take such actions as may reasonably be required by the other Party hereto in order to carry out the provisions of this Agreement and the transactions contemplated by this Agreement.

3.3 Amendment of Agreement. No modification of, deletion from, or addition to this Agreement shall be effective unless made in writing and executed by both Licensor and Licensee.

3.4 Waiver. The failure by either Party to enforce any term or provision of this Agreement shall not constitute a waiver of that term or provision, or any other term or provision. No waiver by either Party of any term or provision of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, nor shall any waiver constitute a continuing waiver unless otherwise expressly provided in writing.

3.5 Severability. In the event any clause, sentence, term or provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, invalid, or unenforceable for any reason, the remaining portions of this Agreement shall nonetheless remain in full force and effect.

3.6 Construction of Agreement. The terms and provisions of this Agreement shall be liberally constructed to effectuate the purpose of this Agreement. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, no uncertainty or ambiguity shall be construed or resolved against either Party under any rule of construction, including the Party primarily responsible for the drafting and preparation of this Agreement.

3.7 Gender and Number. Wherever the context of this Agreement may so require, the gender shall include the masculine, feminine and neuter, and the singular shall include the plural.

3.8 Governing Law and Venue. In the event of litigation, this Agreement shall be

governed by and construed in accordance with the laws of the State of California, unless there is a conflict with a federal law or regulation which federal law or regulation shall then prevail. Venue shall be with the appropriate state or federal court located in Santa Barbara County.

3.9 Licensee's Rights to Assignment. Licensee shall not have the right to assign this Agreement or the License or any interest in this Agreement, without Licensor's prior written consent. Any assignment or sublicense made without such prior written consent shall be void, and at the option of Licensor, shall terminate this Agreement.

3.10 Licensees Right to Sublicense or Provide Use to Third Parties. Licensee shall not have the right to sublicense or permit third parties to use all or any portion of the Baseball Fields 2-4.

3.11 Independent Contractor. This Agreement is not intended to and shall not be construed to create the relationship of principal-agent, master-servant, employer-employee, partnership, joint venture, or association between Licensee and the Licensor; neither party is an officer of the other. Each of the parties, their agents, officers, employees, and volunteers, in their performance under this Agreement, shall act in an independent capacity from each other.

3.12 Notices. Any notice required or desired to be given pursuant to this Agreement shall be in writing, addressed to the Parties below. By written notice in conformance herewith, either party may change the address to which notices to said party must be delivered. Any notice deposited with the United States Postal Service shall be deemed to have been duly given when so deposited certified or registered, postage prepaid, addressed as set forth below or as changed as set forth herein. Notice sent by any other manner shall be effective only upon actual receipt thereof.

Licensor:
Orcutt Union School District
Attn: Business Services
Orcutt, CA 93455

Telephone: 805-938-8915
E-mail: sknight@orcutt-schools.net

Licensee:
Travis Gomez
1205 Royal Oak Road
Orcutt, CA 93455

Telephone: 831-206-1643
president@onll.org

3.13 Time is of the Essence. Time is of the essence with respect to the obligations of each party under this Agreement.

3.14 Headings and References. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement. All uses of the words "Article(s)" and "Section(s)" in this Agreement are references for articles and sections of this Agreement, unless otherwise specified.

3.15 Ratification by Governing Board. The terms of this Agreement do not become effective until ratified by the Licensor's Governing Board at a publicly noticed meeting.

3.16 Warranty of Authority. Each of the persons signing this Agreement represents

*License Agreement
Orcutt Union School District*

and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated, and each of the parties by signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

3.17 Execution in Counterparts. This Agreement may be executed in counterpart such that signatures may appear on separate signature pages, which when appended together, will constitute one fully executed original.

3.18 Attorneys' Fees. If a Party to this License commences a legal action against the other Party to enforce a provision of this License or seek damages related to this License, the prevailing Party in the legal action will be entitled to recover from the other party all of its reasonable litigation expense, costs, and fees actually incurred, including reasonable attorneys' and experts' fees.

3.19 Licensee Board Membership. Licensee agrees that it shall promptly provide a governing board roster to Licensor upon election of a new Licensee governing board or a change in membership of the Licensee governing board.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first above written.

LICENSOR:

LICENSEE:

ORCUTT UNION SCHOOL DISTRICT

ORCUTT NATIONAL LITTLE LEAGUE

By: _____

By: _____

Exhibit A





BUSINESS SERVICES MEMORANDUM

TO: Board of Trustees
Holly Edds, Ed.D

FROM: Sandra Knight
Assistant Superintendent, Business Services

BOARD MEETING DATE: January 10, 2024

BOARD AGENDA ITEM: Pre-Authorization for the Purchase of Additional Integrated Cameras for School Sites and District Buildings

BACKGROUND: Last year we installed security cameras at many of our school sites. We have come to realize that we have gaps in coverage and need to order additional cameras. We will also be adding cameras to the District Office, Technology Building and the new Orcutt Academy High School gym upon completion. We anticipate installation happening during spring of 2024 and will be bringing an action item for the cost of the installation to the February board meeting.

We will be using the Cooperative Purchasing Agreement, valid through December 31, 2025 between California Multiple Award Schedule (CMAS) #3-23-01-1017 and CDW-G for volume pricing on Technology and related services to purchase the Verkada Cameras. We are requesting pre-authorization with a not-to-exceed as set forth below.

RECOMMENDATION: Staff recommends the approval of the pre-authorization for the purchase of security cameras and related equipment.

FUNDING: We will use COVID relief funds for both the District and the Charter with the not-to-exceed amounts as follows:
Charter school: \$50,000
District: \$275,000



Thank you for choosing CDW. We have received your quote.

QUOTE CONFIRMATION

LESLIE WAGONSELLER,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

This quote is subject to CDW's Third Party Cloud Services Order Form Terms and Conditions set forth at <https://www.cdw.ca/content/cdwca/en/terms-conditions/third-party-cloud-services-order-form-terms-and-conditions.html>.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NRKQ326	12/18/2023	DISTRICT 30-DAY RETENTION	2033079	\$248,077.39

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Verkada Video Security Cloud - subscription license (10 years) - 1 camera Mfg. Part#: LIC-CH52-10Y Electronic distribution - NO MEDIA Contract: CMAS Verkada Inc. (3-23-01-1017.4)	13	7264291	\$3,631.00	\$47,203.00
Verkada Command - subscription license (10 years) - 1 camera Mfg. Part#: LIC-10Y Electronic distribution - NO MEDIA Contract: CMAS Verkada Inc. (3-23-01-1017.4)	59	5651777	\$1,230.00	\$72,570.00
Verkada ACC-MNT-2 - camera mounting bracket Mfg. Part#: ACC-MNT-2 UNSPSC: 45121518 Contract: CMAS Verkada Inc. (3-23-01-1017.4)	29	5610590	\$59.00	\$1,711.00
Verkada ACC-MNT-8 - camera pendant cap Mfg. Part#: ACC-MNT-8 Contract: CMAS Verkada Inc. (3-23-01-1017.4)	29	5848629	\$46.00	\$1,334.00
Verkada ACC-MNT-3 - camera mounting kit Mfg. Part#: ACC-MNT-3 UNSPSC: 31162313 Contract: CMAS Verkada Inc. (3-23-01-1017.4)	5	5610594	\$87.00	\$435.00
Verkada ACC-MNT-7 Aluminum Alloy Angle Mount - White	32	5839007	\$99.00	\$3,168.00

QUOTE DETAILS (CONT.)

Mfg. Part#: ACC-MNT-7

Contract: CMAS Verkada Inc. (3-23-01-1017.4)

[Verkada ACC-MNT-9 - camera mounting adapter](#) 4 6178935 \$140.00 \$560.00

Mfg. Part#: ACC-MNT-9

Contract: CMAS Verkada Inc. (3-23-01-1017.4)

[Verkada Corner Mount for Dome,Bullet,Mini Series Fisheye PTZ Camera - White](#) 25 7561697 \$133.00 \$3,325.00

Mfg. Part#: ACC-MNT-CORNER-1

Contract: CMAS Verkada Inc. (3-23-01-1017.4)

[Verkada ACC-MNT-11 - camera junction box - square](#) 16 7369831 \$59.00 \$944.00

Mfg. Part#: ACC-MNT-11

Contract: CMAS Verkada Inc. (3-23-01-1017.4)

[Verkada - PoE injector - 60 Watt](#) 13 7249879 \$99.00 \$1,287.00

Mfg. Part#: ACC-POE-60W

Contract: CMAS Verkada Inc. (3-23-01-1017.4)

[Verkada CH52-E - network panoramic camera - dome](#) 13 7243301 \$2,420.00 \$31,460.00

Mfg. Part#: CH52-1TBE-HW

Contract: CMAS Verkada Inc. (3-23-01-1017.4)

[Verkada CD52-E - network surveillance camera - dome - with 30 days onboard](#) 11 6806704 \$940.00 \$10,340.00

Mfg. Part#: CD52-256E-HW

Contract: CMAS Verkada Inc. (3-23-01-1017.4)

[Verkada CF81-E 12MP Fisheye Security Camera - 30 Days Storage](#) 48 6493702 \$1,344.00 \$64,512.00

Mfg. Part#: CF81-30E-HW

Contract: CMAS Verkada Inc. (3-23-01-1017.4)

These services are considered Third Party Services, and this purchase is subject to CDW's [Third Party Cloud Services Terms and Conditions](#), unless you have a written agreement with CDW covering your purchase of products and services, in which case this purchase is subject to such other written agreement.

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SUBTOTAL	\$238,849.00
SHIPPING	\$0.00
SALES TAX	\$9,228.39
GRAND TOTAL	\$248,077.39

PURCHASER BILLING INFO

Billing Address:

ORCUTT UNION SCHOOL DISTRICT
 ACCOUNTING OFFICE
 500 DYER ST BLDG C
 ORCUTT, CA 93455-5300
Phone: (805) 937-6345

Payment Terms: NET 30 Days-Govt/Ed

DELIVER TO

Shipping Address:

ORCUTT UNION SCHOOL DISTRICT
 500 DYER ST BLDG C
 ORCUTT, CA 93455-5300
Phone: (805) 937-6345

Shipping Method: DROP SHIP-GROUND

Please remit payments to:

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75 Remittance Drive
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Chicago, IL 60675-1515



Sales Contact Info

Jeff Bauman | (866) 339-3529 | jbauman@cdw.com

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EDUCATIONAL SERVICES MEMORANDUM

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

FROM: Joe Dana
Assistant Superintendent, Educational Services

BOARD MEETING DATE: January 10, 2024

BOARD AGENDA ITEM: Revision to Board Policy 1312.2 – Complaints Concerning Instructional Materials

BACKGROUND: As per guidance from the California School Boards Association, we are updating Board Policy 1312.2 on complaints regarding instructional materials to align with a new law, AB 1078 (2023). Revisions are made to do the following:

- Specify that complaints will be accepted only from staff, district residents, or parents/guardians of children enrolled in a district school;
- Establish criteria for the superintendent, superintendent’s designee, or committee to review instructional materials; and
- State that the superintendent, superintendent’s designee, or review committee shall not prohibit the continued use of an appropriately adopted textbook, instructional material, or supplemental instructional material, or any book or other resource in a school library on the basis that it contains inclusive and/or diverse perspectives as specified in Education Code 243.

RECOMMENDATION: Staff recommends that the Board of Trustees approve the revised Board Policy 1312.2 at this first reading and place it on the consent agenda of the next regular board meeting.

FUNDING: No impact.

COMPLAINTS CONCERNING INSTRUCTIONAL MATERIALS

The **Governing Board of Trustees** uses a comprehensive process to adopt district instructional materials that is based on selection criteria established by law and Board policy and includes opportunities for the involvement of **district staff**, parents/guardians and community members, **and, as appropriate, students**. Complaints concerning the content or use of instructional materials, including textbooks, supplementary instructional materials, library materials, or other instructional materials and equipment, shall be properly and fairly considered using established complaint procedures.

~~(cf. 6161.1—Selection and Evaluation of Instructional Materials)~~

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

~~(cf. 6163.1—Library Media Centers)~~

Parents/guardians are encouraged to discuss any concerns regarding instructional materials with their child's teacher and/or the school principal. If the situation remains unresolved, a complaint may be filed using the process specified in the **accompanying** administrative regulation **and exhibit**.

The district shall accept complaints concerning instructional materials only from staff, district residents, or the parents/guardians of children enrolled in a district school. (**Education Code 35160**)

When deliberating upon challenged materials, the Superintendent and/or any designee or ~~review~~ committee **established by the Superintendent to review the materials, shall consider the degree to which the materials aligned with the criteria for instructional materials as specified in law, Board policy, and administrative regulation.** ~~shall consider~~ In addition, such deliberations may consider the educational philosophy **and vision** of the district; **the educational suitability of the materials including the manner in which the materials support the curriculum and appropriateness for the student's age;** the professional opinions of teachers of the subject and of other competent authorities **and/or experts;** reviews of the materials by reputable bodies, the ~~teacher's~~ stated objectives in using the materials; community standards; ~~and the objections of~~ allegations in the complainant, **including the extent to which the objections are based on the dislike of ideas contained in the materials; and the impact that keeping or removing the materials would have on student well-being.**

~~Complainants are encouraged to accept the Superintendent's or review committee's decision. However, if the complainant finds that decision unsatisfactory, he/she may appeal the decision to the Board.~~

The Superintendent, or any designee or committee established by the Superintendent to review the materials, shall not prohibit the continued use of an appropriately adopted textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any

Community Relations

BP 1312.2 (b)

book or other resource in a school library on the basis that it contains inclusive and/or diverse perspectives, as specified in Education Code 243.

If the complainant finds the Superintendent's or review committee's decision unsatisfactory, the complainant may appeal the decision to the Board.

Any challenged instructional material that is reviewed by the district shall not be subject to further reconsideration for 12 months, unless required by law.

~~(cf. 9322—Agenda/Meeting Materials)~~

~~The district's decision shall be based on educational suitability of the materials and the criteria established in Board policy and administrative regulation.~~

~~(cf. 6144—Controversial Issues)~~

~~(cf. 9000—Role of the Board)~~

~~(cf. 9005—Governance Standards)~~

Complaints related to sufficiency of textbooks or instructional materials shall be resolved pursuant to the district's Williams uniform complaint procedure at AR 1312.4. **as specified in Administrative Regulation 1312.4 - Williams Uniform Complaint Procedures.**

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

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

~~(cf. 1312.4—Williams Uniform Complaint Procedures)~~

Legal Reference:

EDUCATION CODE

~~18111 Exclusion of books by governing board~~

~~35010 Control of district; prescription and enforcement of rules~~

~~35186 Williams Uniform Complaint Procedures~~

~~44805 Enforcement of course of studies; use of textbooks, rules and regulations—51501 Subject matter reflecting on race, color, etc.~~

~~60000-60005 Instructional materials, legislative intent—60040-60048~~

~~Instructional requirements and materials~~

~~60119 Public hearing on sufficiency of materials~~

~~60200-60206 Elementary school materials~~

~~60226 Requirements for publishers and manufacturers~~

~~60400-60411 High school textbooks~~

~~60510-60511 Donation of sale of obsolete instructional materials~~

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PROGRAM ADVISORIES

~~1002.90 Selection of Instructional Materials, CIL: 90/91-02~~

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

~~Standards for Evaluation of Instructional Materials with Respect to Social Content, 1986 edition, revised 2001~~

Community Relations

BP 1312.2 (c)

~~WEB SITES~~

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

~~California Department of Education, Curriculum and Instruction: <http://www.cde.ca.gov/ci>~~

State

5 CCR 4600-4670: Uniform complaint procedures

Ed. Code 1240: County superintendent of schools; duties

Ed. Code 18111: Exclusion of books by Governing board that are sectarian, partisan, or denominational character

Ed. Code 220: Prohibition of discrimination

Ed. Code 242: Access to information about educational laws and policies regarding right to accurate and inclusive curriculum

Ed. Code 243: Unlawful discrimination related to the use or prohibited use of textbooks and instructional materials

Ed. Code 35010: Control of district; prescription and enforcement of rules

Ed. Code 35160: Powers and duties of school boards

Ed. Code 35186: Williams uniform complaint procedures

Ed. Code 44805: Teacher enforcement of course of studies; use of textbooks, rules and regulations

Ed. Code 48907: Exercise of free expression; time, place and manner rules and regulations

Ed. Code 48950: Speech and other communication

Ed. Code 51204.5: Social sciences instruction; contributions of specified groups

Ed. Code 51501: Nondiscriminatory subject matter

Ed. Code 51511: Religious matters properly included in courses of study

Ed. Code 51933: Sexual health education and HIV prevention materials

Ed. Code 60000-60005: Instructional materials; legislative intent

Ed. Code 60040-60052: Requirements for instructional materials

Ed. Code 60119: Public hearing on sufficiency of textbooks and instructional materials

Ed. Code 60200-60213: Elementary school materials

Ed. Code 60226: Requirements for publishers and manufacturers

Ed. Code 60400-60411: High school textbooks and instructional materials

Ed. Code 60510-60511: Donation or sale of obsolete instructional materials

Management Resources

California Department of Education Publication: Instructional Materials, FAQ

California Department of Education Publication: Standards for Evaluating Instructional Materials for Social Content, 2013

Website: CSBA District and County Office of Education Legal Services

Website: Department of Justice

Website: California Department of Education, Curriculum and Instruction Resources

Website: CSBA

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

Policy Adopted: ~~11/8/06~~ 2/14/24

ORCUTT UNION SCHOOL DISTRICT

Orcutt, California



EDUCATIONAL SERVICES MEMORANDUM

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

FROM: Joe Dana
Assistant Superintendent, Educational Services

BOARD MEETING DATE: January 10, 2024

BOARD AGENDA ITEM: Adoption of New Board Policy 5145.3 – Nondiscrimination/Harassment

BACKGROUND: As per guidance from the California School Boards Association, we are submitting a new Board Policy 5145.3 on nondiscrimination/harassment that reflects a new law, AB 1078 (2023). Key elements of the new policy include the following:

- All acts constituting unlawful discrimination, including discriminatory harassment, intimidation, and bullying, are prohibited. This applies to school activities, school attendance occurring within a district school, acts that occur off campus or outside of school-related or school-sponsored activities that may create a hostile environment at school, and acts of the governing board or superintendent in enacting policies and procedures that govern the district.
- Unlawful discrimination can include differential treatment of students with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services.
- Allegations of unlawful discrimination in district programs and activities shall be brought, investigated, and resolved in accordance with Board Policy 1312.3 on Uniform Complaint Procedures.

RECOMMENDATION: Staff recommends that the Board of Trustees approve the new Board Policy 5145.3 at this first reading and place it on the consent agenda of the next regular board meeting.

FUNDING: No impact.

NONDISCRIMINATION/HARASSMENT

This policy shall apply to all acts constituting unlawful discrimination or harassment related to school activity or to school attendance occurring within a district school, to acts which occur off campus or outside of school-related or school-sponsored activities but which may have an impact or create a hostile environment at school, and to all acts of the Governing Board and the Superintendent in enacting policies and procedures that govern the district.

The Board desires to provide a welcoming, safe, and supportive school environment that allows all students equal access to and opportunities in the district's academic, extracurricular, and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, including discriminatory harassment, intimidation, and bullying, targeted at any student by anyone, based on the student's actual or perceived race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or association with a person or group with one or more of these actual or perceived characteristics.

Unlawful discrimination, including discriminatory harassment, intimidation, or bullying, may result from physical, verbal, nonverbal, or written conduct based on any of the categories listed above. Unlawful discrimination also occurs when prohibited conduct is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

Unlawful discrimination also includes disparate treatment of students based on one of the categories above with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services.

Because unlawful discrimination may occur when disciplining students, including suspension and expulsion, the Superintendent or designee shall ensure that staff enforce discipline rules fairly, consistently and in a non-discriminatory manner, as specified in Board Policy and Administrative Regulation 5144 - Discipline, Board Policy and Administrative Regulation 5144.1 - Suspension and Expulsion/Due Process, and Administrative Regulation 5144.2 - Suspension and Expulsion/Due Process (Students With Disabilities).

The Board also prohibits any form of retaliation against any individual who reports or participates in the reporting of unlawful discrimination, files or participates in the filing of a complaint, or investigates or participates in the investigation of a complaint or report alleging unlawful discrimination. Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.

Students

BP 5145.3 (b)

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. In addition, the Superintendent or designee shall post the district's policies prohibiting discrimination, harassment, intimidation, and bullying and other required information on the district's website in a manner that is easily accessible to parents/guardians and students, in accordance with law and the accompanying administrative regulation. (Education Code 234.1, 234.6)

The Superintendent or designee shall provide training and/or information on the scope and use of the policy and complaint procedures and take other measures designed to increase the school community's understanding of the requirements of law related to discrimination. The Superintendent or designee shall regularly review the implementation of the district's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the district's educational program. The Superintendent or designee shall report the findings and recommendations to the Board after each review.

Regardless of whether a complainant complies with the writing, timeline, and/or other formal filing requirements, all complaints alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, shall be investigated and prompt action taken to stop the discrimination, prevent recurrence, and address any continuing effect on students.

Students who engage in unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline, which may include suspension or expulsion when the behavior is severe or pervasive as defined in Education Code 48900.4. Any employee who permits or engages in prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall be subject to disciplinary action, up to and including dismissal.

All allegations of unlawful discrimination in district programs and activities shall be brought, investigated, and resolved in accordance with Board Policy 1312.3 - Uniform Complaint Procedures.

Record-Keeping

The Superintendent or designee shall maintain a record of all reported cases of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, to enable the district to monitor, address, and prevent repetitive prohibited behavior in district schools.

State

5 CCR 432: Student records

5 CCR 4600-4670: Uniform complaint procedures

Students

BP 5145.3 (c)

5 CCR 4900-4965: Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance

Civ. Code 1714.1: Liability of parent or guardian for act of willful misconduct by a minor

Ed. Code 200-262.4: Prohibition of discrimination

Ed. Code 48900.3: Suspension or expulsion for act of hate violence

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

Ed. Code 48904: Liability of parent/guardian for willful student misconduct

Ed. Code 48907: Exercise of free expression; time, place and manner rules and regulations

Ed. Code 48950: Speech and other communication

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

Ed. Code 49020-49023: Athletic programs

Ed. Code 49060-49079: Student records

Ed. Code 51204.5: Social sciences instruction; contributions of specified groups

Ed. Code 51500: Prohibited instruction or activity

Ed. Code 51501: Nondiscriminatory subject matter

Ed. Code 60010: Instructional materials; definition

Ed. Code 60040-60052: Requirements for instructional materials

Gov. Code 11135: Prohibition of discrimination

Pen. Code 422.55: Definition of hate crime

Pen. Code 422.6: Crimes; harassment

Federal

20 USC 1681-1688: Title IX of the Education Amendments of 1972; discrimination based on sex

28 CFR 35.107: Nondiscrimination on basis of disability; complaints

29 USC 794: Rehabilitation Act of 1973; Section 504

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

34 CFR 104.7: Section 504; Designation of responsible employee and adoption of grievances procedures

34 CFR 104.8: Notice of Nondiscrimination on the Basis of Handicap

34 CFR 106.45: Grievance process for formal complaints of sexual harassment

34 CFR 106.8: Designation of coordinator; dissemination of policy, and adoption of grievance procedures

34 CFR 110.25: Prohibition of discrimination based on age

34 CFR 99.31: Disclosure of personally identifiable information

42 USC 12101-12213: Americans with Disabilities Act

42 USC 2000d-2000e-17: Title VI and Title VII Civil Rights Act of 1964, as amended

42 USC 2000h-2-2000h-6: Title IX of the Civil Rights Act of 1964

42 USC 6101-6107: Age Discrimination Act of 1975

Management Resources

34 CFR 106.30: Discrimination on the basis of sex; definitions

CA Office of the Attorney General Publication: Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

California Department of Education Publication: California Longitudinal Pupil Achievement Data System (CALPADS) Update FLASH #158: Guidance for Changing a Student's Gender in CALPADS, July 2019

Court Decision: *Donovan v. Poway Unified School District*, (2008) 167 Cal.App.4th 567

Court Decision: *Flores v. Morgan Hill Unified School District*, (2003, 9th Cir.) 324 F.3d 1130

CSBA Publication: Legal Guidance on Rights of Transgender and Gender Nonconforming Students in Schools, October 2022

U.S. DOE, Office for Civil Rights Publication: Resolution Agreement Between the Arcadia USD, US Dept of Ed, OCR, & the US DOJ, CRD, (2013) OCR 09-12-1020, DOJ 169-12C-70

U.S. Dept. of Health & Human Services Publication: Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, August 2013

U.S. DOE & U.S. DOJ Civil Rights Divisions Pub: Dear Colleague Letter: Resource on Confronting Racial Discrimination in Student Discipline, May 2023

Students

BP 5145.3 (d)

U.S. DOE Publication: Guidance on Constitutionally Protected Prayer and Religious Expression in Public Elementary and Secondary Schools, May 2023

U.S. DOE, Office for Civil Rights Publication: Enforcement of Title IX of the Education Amendments of 1972 With Respect to Discrimination Based on Sexual Orientation and Gender Identity in Light of Bostock v. Clayton County, June 2021

U.S. DOE, Office for Civil Rights Publication: Dear Colleague Letter: Addressing Discrimination Against Jewish Students, May 2023

U.S. DOE, Office for Civil Rights Publication: U.S. Department of Education Toolkit: Creating Inclusive and Nondiscriminatory School Environments for LGBTQI+ Students, June 2023

U.S. DOE, Office for Civil Rights Publication: Questions and Answers on the Title IX Regulations on Sexual Harassment, June 2022

U.S. DOE, Office for Civil Rights Publication: Supporting Students with Disabilities and Avoiding the Discriminatory Use of Student Discipline under Section 504 of the Rehabilitation Act of 1973, July 2022

U.S. DOE, Office for Civil Rights Publication: Dear Colleague Letter: Race and School Programming, August 2023

U.S. DOE, Office for Civil Rights Publication: Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

Website: CSBA District and County Office of Education Legal Services

Website: First Amendment Center

Website: California Office of the Attorney General

Website: California Safe Schools Coalition

Website: CSBA

Website: California Department of Education

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

Policy Adopted: 2/14/24

ORCUTT UNION SCHOOL DISTRICT
Orcutt, California



EDUCATIONAL SERVICES MEMORANDUM

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

FROM: Joe Dana
Assistant Superintendent, Educational Services

BOARD MEETING DATE: January 10, 2024

BOARD AGENDA ITEM: Revision to Board Policy 6143 – Courses of Study

BACKGROUND: As per guidance from the California School Boards Association, we are revising Board Policy 6143 on courses of study to expand the list of student characteristics for which the district may not provide separate courses for students or refuse participation by students. The added characteristics include age, medical condition, genetic information, and marital status.

RECOMMENDATION: Staff recommends that the Board of Trustees approve the revised Board Policy 6143 at this first reading and place it on the consent agenda of the next regular board meeting.

FUNDING: No impact.

COURSES OF STUDY

The Governing Board recognizes that a well-aligned sequence of courses fosters academic growth and provides for the best possible use of instructional time. The district's course of study shall provide students with opportunities to attain the skills, knowledge, and abilities they need to be successful academically, professionally, and personally.

The Superintendent or designee shall establish processes for ensuring the articulation of courses across grade levels within the district. As necessary, the Superintendent or designee shall work with representatives of appropriate area districts and postsecondary institutions to ensure articulation of courses with other institutions to which district students may matriculate. The sequence of courses shall be designed to ensure that each course provides adequate preparation for the next course in the sequence, only utilizes prerequisites that are essential to success in a given program or course, avoids significant duplication of content, and allows for reinforcement and progression in the subject matter.

The district shall not provide any course separately or require or refuse participation by any student on the basis of the student's actual or perceived sex, sexual orientation, gender, gender expression, gender identity, ethnic group identification, immigration status, race, ancestry, national origin, religion, color, or mental or physical disability, **age, medical condition, genetic information, marital status**, or any other characteristic listed in Education Code 200 and 220, Government Code 11135, or Penal Code 422.55, or the student's association with a person or group with one or more of such actual or perceived characteristics. (Education Code 200, 220; Government Code 11135; Penal Code 422.55; 5 CCR 4940)

Elementary Grades

The Board shall adopt a course of study for elementary grades that sufficiently prepares students for the secondary school course of study.

Secondary Grades

The district shall offer all otherwise qualified students in grades 7-12 a course of study that prepares them, upon graduation from high school, to meet the requirements and prerequisites for admission to California public colleges and universities and to attain entry-level employment skills in business or industry. The district's course of study may provide for a rigorous academic curriculum that integrates academic and career skills, includes applied learning across all disciplines, and prepares all students for high school graduation and career entry. (Education Code 51228)

In addition, the course of study students in grades 9-12 shall include instruction in skills and knowledge for adult life, career technical training, and a timely opportunity for all otherwise

Instruction

BP 6143 (b)

qualified students to enroll, within four years before graduation, in each course necessary to fulfill the requirements and prerequisites for admission to California public colleges and universities. (Education Code 51224, 51228)

The Superintendent or designee shall develop a process by which courses that meet college admission criteria (referred to as “a-g” “A-G” course requirements) are submitted to the University of California for review and certification. The Superintendent or designee shall maintain an accurate list of all current high school courses that have been so certified, shall ensure that the list is provided annually to all students in grades 9-12 and their parents/guardians, and shall make updated lists readily available. (Education Code 51229, 66204)

~~State—~~

~~5 CCR 10020-10043: Automobile driver education and training~~

~~5 CCR 10060: Criteria for high school physical education programs~~

~~5 CCR 4940: Nondiscrimination; course access~~

~~Ed. Code 33319.3: Driver education; CDE materials on road rage Ed. Code 33540: Standards for government and civics instruction~~

~~Ed. Code 48980: Parental notifications~~

~~Ed. Code 51202: Instruction in personal and public health and safety~~

~~Ed. Code 51203: Instruction on alcohol, narcotics and dangerous drugs~~

~~Ed. Code 51204: Course of study designed for student's needs~~

~~Ed. Code 51204.5: History of California; contributions of men, women, and ethnic groups~~

~~Ed. Code 51210-51212: Course of study for grades 1-6~~

~~Ed. Code 51220-51229: Course of study for grades 7-12~~

~~Ed. Code 51241: Temporary, two year or permanent exemption from physical education~~

~~Ed. Code 51911-51921: Comprehensive health education~~

~~Ed. Code 51930-51939: California Healthy Youth Act~~

~~Ed. Code 51940: Curriculum for brain and spinal cord injury prevention~~

~~Ed. Code 60040-60052: Requirements for instructional materials~~

~~Ed. Code 66204: Certification of high school courses as meeting university admission criteria~~

~~H&S Code 11032: Definition of dangerous drugs~~

~~Federal—~~

~~20 USC 6111-6251: School to Work Opportunities Act of 1994 *Management Resources*~~

~~Website: American Health Association~~

~~Website: American Red Cross, Hands Only CPR~~

~~Website: California Career Resource Network~~

~~Website: California State University, Admission Requirements~~

~~Website: University of California, a-g Course Submissions~~

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

~~Website: California Colleges.edu~~

~~Website: California Department of Education~~

~~Website: CSBA~~

State

5 CCR 10020: Automobile driver education

5 CCR 10040-10043: Automobile driver training

5 CCR 10060: Criteria for high school physical education programs

5 CCR 430-438: Individual student records

5 CCR 4940: Nondiscrimination; course access

Ed. Code 200: Equal rights and opportunities in state educational institutions

Instruction

BP 6143 (c)

Ed. Code 220: Prohibition of discrimination
Ed. Code 234.1: Student protections relating to discrimination, harassment, intimidation, and bullying
Ed. Code 234.7: Student protections relating to immigration and citizenship status
Ed. Code 242: Access to information about educational laws and policies regarding right to accurate and inclusive curriculum
Ed. Code 33319.3: Driver education; CDE materials on road rage
Ed. Code 33540: Standards for government and civics instruction
Ed. Code 48980: Parent/Guardian notifications
Ed. Code 49060-49079: Student records
Ed. Code 51202: Instruction in personal and public health and safety
Ed. Code 51203: Instruction on alcohol, narcotics and dangerous drugs
Ed. Code 51204: Course of study designed for student's needs
Ed. Code 51204.5: History of California; contributions of specified groups
Ed. Code 51210: Course of study for grades 1-6
Ed. Code 51220: Course of study for grades 7-12
Ed. Code 51225.3: High school graduation requirements
Ed. Code 51226.7: Model curriculum in ethnic studies
Ed. Code 51241: Temporary two-year or permanent exemption from physical education
Ed. Code 51501: Nondiscriminatory subject matter
Ed. Code 51911-51921: Comprehensive health education
Ed. Code 51925-51929: Mandatory mental health education and in-service training
Ed. Code 51930-51939: California Healthy Youth Act
Ed. Code 51940: Curriculum for brain and spinal cord injury prevention
Ed. Code 60040-60052: Requirements for instructional materials
Ed. Code 66204: Certification of high school courses as meeting university admission criteria
Gov. Code 11135: Prohibition of discrimination
Gov. Code 7282-7282.5: Standards for responding to U.S. Immigration and Customs enforcement holds
Gov. Code 7283-7283.2: Standards for participation in U.S. Immigration and Customs enforcement programs
Gov. Code 7284-7284.12: Cooperation with immigration authorities
H&S Code 11032: Definition of dangerous drugs
Pen. Code 422.55: Definition of hate crime

Federal

20 USC 1232g: Family Educational Rights and Privacy Act (FERPA) of 1974
34 CFR 99.1-99.67: Family Educational Rights and Privacy

Management Resources

U.S. DOE, Office for Civil Rights Publication: Dear Colleague Letter: Race and School Programming, August 2023
Website: Instructional Quality Commission
Website: American Red Cross, Hands-Only CPR Training
Website: CSBA District and County Office of Education Legal Services
Website: Federal Student Aid
Website: American Heart Association
Website: California Student Aid Commission
Website: University of California, A-G Course Submissions
Website: University of California, List of Approved A-G Courses
Website: California State University, Admission Requirements
Website: California Career Resource Network
Website: Department of Justice
Website: California Colleges.edu
Website: California Department of Education

Instruction

BP 6143 (d)

Website: CSBA

Website: U.S. Department of Education

Policy Adopted: ~~03/09/2022~~ 2/14/2024

ORCUTT UNION SCHOOL DISTRICT
Orcutt, California



EDUCATIONAL SERVICES MEMORANDUM

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

FROM: Joe Dana
Assistant Superintendent, Educational Services

BOARD MEETING DATE: January 10, 2024

BOARD AGENDA ITEM: Revision of Board Policy 6161.1 – Selection and Evaluation of Instructional Materials

BACKGROUND: As per guidance from the California School Boards Association, we are updating Board Policy 6161.1 on selection and evaluation of instructional materials to reflect a new law, AB 1078 (2023). Revisions are made to do the following:

- Require that the degree to which students have sufficient access to standards-aligned materials be included in the district's Local Control and Accountability Plan (LCAP);
- Expand the definition of instructional materials to include technology-based materials and tests;
- Require the governing board to submit a copy of any resolution reflecting a finding of textbook or instructional material insufficiency to the county superintendent of schools no later than three business days after the hearing on such materials; and
- State that the use of any textbook, instructional material, supplemental instructional material, curriculum, library book, or library resource shall not be rejected or prohibited by the governing board or district on the basis that it includes a study of the role and contributions of any individual or group consistent with the requirements of Education Code 51204.5 and 60040, unless such study would violate Education Code 51501 or 60044.

RECOMMENDATION: Staff recommends that the Board of Trustees approve the revised Board Policy 6161.1 at this first reading and place it on the consent agenda of the next regular board meeting.

FUNDING: No impact.

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS

The ~~Board of Trustees~~ **Governing Board** desires that district instructional materials, as a whole, present a broad spectrum of knowledge and viewpoints, reflect **and value** society's diversity, **stimulate thought, the exploration of ideas and intellectual exchanges**, and enhance **instructors' ability to educate all students through** the use of multiple teaching strategies and technologies. The Board shall adopt instructional materials based on a determination that such materials are an effective learning resource to help students achieve grade-level competency and that the materials meet criteria specified in law. Textbooks, technology-based materials, other educational materials shall be aligned with ~~state and district~~ **academic** content standards and the district's curriculum to ensure that they effectively support the district's adopted courses of study.

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

~~(cf. 0415 – Equity)~~

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

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

~~(cf. 6000 – Concepts and Roles)~~

~~(cf. 6141 – Curriculum Development and Evaluation)~~

~~(cf. 6143 – Courses of Study)~~

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

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

~~(cf. 6162.5 – Student Assessment)~~

~~(cf. 6163.1 – Library Media Centers)~~

The Board shall select instructional materials for use in grades K-8 that have been approved by the State Board of Education (SBE) or that have, during the district's review process, been determined to be aligned with the state academic content standards adopted by SBE, **which includes instructional materials for mathematics and English language arts that are aligned to Common Core State Standards.** (Education Code 60200, 60210)

The Board shall adopt instructional materials for grades 9-12 upon determining that the materials meet the criteria specified in law and administrative regulation. (Education Code 60400)

In selecting or adopting instructional materials, the Board shall consider the recommendation of the Superintendent or designee and/or an advisory committee established to review the materials.

The degree to which every student has sufficient access to standards-aligned instructional materials shall be included in the district's local control and accountability plan. (Education Code 52060)

Sufficiency of Instructional Materials and Public Hearing

Instruction

BP 6161.1 (b)

The Board shall annually conduct one or more public hearings on the sufficiency of the district's instructional materials, including textbooks, technology-based materials, other educational materials, and tests. Technology-based materials include, but are not limited to, software programs, video disks, compact disks, optical disks, video and audio tapes, lesson plans, databases, and the electronic equipment required to make use of those materials by students and teachers as a learning resource. (Education Code 60010, 60119) ~~(Education Code 60119.5 CCR 9531)~~

The hearing shall take place on or before the end of the eighth week from the first day students attend school for that year. (Education Code 60119)

The Board encourages participation by parents/guardians, teachers, interested community members, and bargaining unit leaders at the hearing. ~~The Superintendent or designee shall post,~~ 10 Ten days prior to the hearing the Superintendent or designee shall post a notice in ~~and in~~ three public places within the district, a notice containing the time, place, and purpose of the hearing. The hearing shall not take place during or immediately following school hours. (Education Code 60119)

Public Hearing on Sufficiency of Instructional Materials

~~(cf. 9322—Agenda/Meeting Materials)~~

At the hearing(s), the Board shall determine, through a resolution, whether each student in each school, including each English Learner, has sufficient textbooks and/or instructional materials that are aligned to the content standards adopted by SBE and consistent with the content and cycles of the state curriculum frameworks adopted by SBE ~~and consistent with the content cycles of the curriculum framework adopted by SBE~~ in each of the following subjects: (Education Code 60119)

1. Mathematics

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

2. Science

~~(cf. 6142.93—Science Instruction)~~

3. History-social science

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

4. English/language arts, including the English language development component of an adopted program

Instruction

BP 6161.1 (c)

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

~~(cf. 6174—Education for English Learners)~~

5. Foreign Language

6. Health

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

The Board shall also determine the availability of science laboratory equipment, as applicable to science laboratory courses offered in grades 9-12. (Education Code 60119)

In making these determinations, the Board shall consider whether each student has sufficient textbooks and/or instructional materials to use in class and to take home. **This does not require that each student have two sets of materials.** However, the materials shall not be considered sufficient if they are photocopied sheets from only a portion of a textbook or instructional materials copied to address a shortage. (Education Code 60119)

If materials are in a digital format, they shall be considered sufficient as long as each student, at a minimum, has and can access the same materials in the class and to take home as all other students in the same class or course in the district, and has the ability to use and access them at home. (Education Code 60119)

If the Board determines that there are insufficient textbooks and/or instructional materials, the Board shall provide information to classroom teachers and to the public, setting forth for each school in which an insufficiency exists, the percentage of students who lack sufficient standards-aligned textbooks or instructional materials in each subject area and the reasons that each student does not have sufficient textbooks and/or instructional materials. **The Board shall submit a copy of the resolution to the County Superintendent of Schools no later than three business days after the hearing.** The Board shall take any action, ~~except an action that would require reimbursement by the Commission of State Mandates,~~ to ensure that that each student has sufficient materials within two months of the beginning of the school year in which the determination is made. (Education Code 60119)

In addition, if the County Superintendent, in accordance with Education Code 1240, makes the district aware of a school that does not have sufficient textbooks or instructional materials, the district shall take any action to ensure that each student has sufficient materials within two months of the beginning of the school year.

Prohibition Against Refusal to Approve or Prohibit the Use of Specified Instructional Materials

Instruction

BP 6161.1 (d)

The use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction, or any book or other resource in a school library shall not be rejected or prohibited by the Board or district on the basis that it includes a study of the role and contributions of any individual or group consistent with the requirements of Education Code 51204.5 and 60040, unless such study would violate Education Code 51501 or 60044. (Education Code 243)

~~The degree to which every student has sufficient access to standards-aligned instructional materials shall be included in the district's local control and accountability plan. (Education Code 52060)~~

~~(cf. 0460—Local Control and Accountability Plan)~~

Complaints

Complaints concerning instructional materials shall be handled in accordance with ~~BP/AR~~ Board Policy 1312.2 - Complaints Concerning Instructional Materials, ~~or AR~~ Board Policy 1312.3 - Uniform Complaint Procedures, or Administrative Regulation 1312.4 - Williams Uniform Complaint Procedures, as applicable.

~~(cf. 1312.2—Complaints Concerning Instructional Materials) (cf. 312.4—Williams Uniform Complaint Procedures)~~

Legal Reference:

EDUCATION CODE

~~220 Prohibition against discrimination~~

~~1240 County superintendent, general duties~~

~~33050-33053 General waiver authority~~

~~33126 School accountability report card~~

~~35272 Education and athletic materials~~

~~44805 Enforcement of course of studies; use of textbooks, rules and regulations~~

~~49415 Maximum textbook weight~~

~~51501 Nondiscriminatory Subject matter~~

~~52060-52077 Local control and accountability plan~~

~~60000-60005 Instructional materials, legislative intent 60010 **Definitions**~~

~~60040-60048 Instructional requirements and materials~~

~~60060-60062 Requirements for publishers and manufacturers~~

~~60070-60076 Prohibited acts (re instructional materials)~~

~~60110-60111 Instructional materials on drug education~~

~~60119: Public hearing on sufficiency of materials~~

~~60200-60206: Elementary school materials~~

~~60226: Requirements for publishers and manufacturers~~

~~60350-60352: Core reading program instructional materials~~

~~60400-60411: High school textbooks~~

~~60510-60511: Donation for sale of obsolete instructional materials~~

~~60605: State content standards~~

~~60605.8: Common Core Standards~~

Instruction

BP 6161.1 (e)

~~60605.86: Supplemental instructional materials aligned with Common Core Standards~~

~~CODE OF REGULATIONS, TITLE 5~~

~~9505-9530: Instructional materials~~

~~**Management Resources:**~~

~~CDE PUBLICATIONS~~

~~Instructional Materials FAQ:~~

~~01-05 Guidelines for Piloting Textbooks and Instructional Materials, rev. January 2015~~

~~Standards for Evaluating Instructional Materials for Social Content, 2013~~

~~WEB SITES~~

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

~~Association of American Publishers: <http://www.publishers.org>~~

~~California Academic Content Standards Commission, Common Core Standards:~~

~~<http://www.seoe.net/astandards>~~

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

State

5 CCR 9505-9530: Instructional materials

Ed. Code 1240: County superintendent of schools; duties

Ed. Code 18111: Exclusion of books by Governing board that are sectarian, partisan, or denominational character

Ed. Code 220: Prohibition of discrimination

Ed. Code 242: Access to information about educational laws and policies regarding right to accurate and inclusive curriculum

Ed. Code 243: Unlawful discrimination related to the use or prohibited use of textbooks and instructional materials

Ed. Code 33050-33053: General waiver authority

Ed. Code 33126: School accountability report card

Ed. Code 35272: Education and athletic materials

Ed. Code 44805: Teacher enforcement of course of studies; use of textbooks, rules and regulations

Ed. Code 48907: Exercise of free expression; time, place and manner rules and regulations

Ed. Code 48950: Speech and other communication

Ed. Code 49415: Maximum textbook weight standards

Ed. Code 51204.5: Social sciences instruction; contributions of specified groups

Ed. Code 51501: Nondiscriminatory subject matter

Ed. Code 51511: Religious matters properly included in courses of study

Ed. Code 51933: Sexual health education and HIV prevention materials

Ed. Code 52060-52077: Local control and accountability plan

Ed. Code 60000-60005: Instructional materials; legislative intent

Ed. Code 60010: Instructional materials; definition

Ed. Code 60040-60052: Requirements for instructional materials

Ed. Code 60060-60063.5: Requirements for publishers and manufacturers

Ed. Code 60070-60076: Prohibited acts regarding instructional materials

Ed. Code 60110-60115: Instructional materials on alcohol and drug education

Ed. Code 60119: Sufficiency of textbooks and instructional materials; hearing and resolution

Ed. Code 60150: Penalty for insufficiency of textbooks and instructional materials

Ed. Code 60200-60213: Elementary school materials

Ed. Code 60226: Requirements for publishers and manufacturers

Ed. Code 60400-60411: Instructional materials; high schools

Ed. Code 60510-60511: Donation or sale of obsolete instructional materials

Ed. Code 60605: State-adopted content and performance standards in core curricular areas

Ed. Code 60605.8: Common Core standards

H&S Code 11032: Narcotics, restricted dangerous drugs, and marijuana; definitions

Instruction

BP 6161.1(f)

Management Resources

California Department of Education Publication: Instructional Materials, FAQ

California Department of Education Publication: Standards for Evaluating Instructional Materials for Social Content, 2013

California Department of Education Publication: Guidelines for Piloting Textbooks and Instructional Materials, Policy # 01-05, rev. January 2015

Website: SBA District and County Office of Education Legal Services

Website: Association of American Publishers

Website: California Academic Content Standards Commission, Common Core State Standards

Website: Department of Justice

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

Website: California Department of Education

Website: CSBA

Policy Adopted: ~~02/10/21~~ 2/14/24

ORCUTT UNION SCHOOL DISTRICT
Orcutt, California



EDUCATIONAL SERVICES MEMORANDUM

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

FROM: Joe Dana
Assistant Superintendent, Educational Services

BOARD MEETING DATE: January 10, 2024

BOARD AGENDA ITEM: Revision of Board Policy 6161.11 – Supplementary Instructional Materials

BACKGROUND: As per guidance from the California School Boards Association, we are revising Board Policy 6161.11 on supplementary instructional materials to reflect a new law, AB 1078 (2023). The revised policy states that the use of any supplemental instructional material shall not be rejected or prohibited by the governing board or district on the basis that it includes a study of the role and contributions of any individual or group consistent with the requirements of Education Code 51204.5 and 60040, unless such study would violate Education Code 51501 or 60044. Additionally, the policy now includes criteria for judging the appropriateness of supplementary instructional materials. These include educational value, factual accuracy, relevance to the course of study, whether the material contains pervasive vulgarity or profanity, and suitability to the age and maturity of the students.

RECOMMENDATION: Staff recommends that the Board of Trustees approve the revised Board Policy 6161.11 at this first reading and place it on the consent agenda of the next regular board meeting.

FUNDING: No impact.

SUPPLEMENTARY INSTRUCTIONAL MATERIALS

The ~~Board of Trustees~~ **Governing Board** encourages ~~teachers to~~ the use of supplementary instructional materials to enrich the curriculum and enhance student learning. Such materials shall be aligned with district goals, curriculum objectives, and academic standards and shall supplement and not supplant the use of Board-adopted basic instructional materials that serve as the primary learning resources.

~~(cf. 0000—Vision)~~

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

~~(cf. 6161.1—Selection and Evaluation of Instructional Materials)~~

~~(cf. 6163.1—Library Media Centers)~~

Supplementary instructional materials include, but are not limited to, instructional materials that are designed to serve one or more of the following purposes: (Education Code 60010)

1. To provide more complete coverage of one or more subjects included in a given course
2. To meet the various learning ability levels of students in a given age group or grade level
3. To meet the diverse educational needs of students with a language disability in a given age group or grade level
4. To meet the diverse educational needs of students reflective of a condition of cultural pluralism
5. To use current, relevant technology that further engages interactive learning in the classroom and beyond

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

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

~~(cf. 6142.93—Science Instruction)~~

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

Supplementary instructional materials may be selected by the Superintendent or designee, school administrators, or teachers, as applicable, and obtained through donations to the district and/or available funding sources designated for these purposes.

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

~~(cf. 4132/4232/4332—Publication or Creation of Materials)~~

Instruction

BP 6161.11 (b)

The use of any supplemental instructional material shall not be rejected or prohibited by the Board or district on the basis that it includes a study of the role and contributions of any individual or group consistent with the requirements of Education Code 51204.5 and 60040, unless such study would violate Education Code 51501 or 60044. (Education Code 243)

As appropriate, supplementary instructional materials shall meet the criteria developed for the selection and evaluation of basic instructional materials as described in AR 6161.1 - Selection and Evaluation of Instructional Materials.

Supplementary instructional materials shall be directly related to the course of study in which they are being used and shall be appropriate for the age and maturity level of the students.

The use or reproduction of supplementary instructional materials shall be in accordance with federal copyright law.

~~(cf. 6162.6 – Use of Copyrighted Materials)~~

~~Supplementary Materials Aligned with Common Core Standards~~

~~To prepare district students to achieve the Common Core Standards in English language arts and mathematics and the English language development standards, as applicable, the Board may select supplementary instructional materials from the lists of materials determined by the State Board of Education (SBE) to be aligned with those standards. (Education Code 60605.86-60605.88)~~

~~The Board may approve supplementary instructional materials that are not on the lists approved by the SBE but which are aligned with the Common Core Standards provided that the materials comply with the evaluation criteria established by the SBE and Education Code 60050, 60060-60062, and 60226. The Board shall select content review experts who possess the qualifications specified in law to review and recommend such supplementary materials. The majority of the content review experts shall be teachers who are credentialed and/or authorized in the subject area they are reviewing and the remainder shall include appropriate persons from postsecondary educational institutions, school and district curriculum administrators, and other persons who are knowledgeable in the subject area. (Education Code 60605.86-60605.88)~~

~~Films, Video and/or Electronic Media~~

~~When a staff member desires to show a film, video or use any electronic media that has been approved by the district or county for use in the grade level taught, the staff shall review the content of the film, video or electronic media to determine whether in his/her professional judgment the film, video or electronic media supports student understanding and knowledge that is age and grade appropriate.~~

Instruction

BP 6161.11 (c)

~~When a DJ, radio station or band is invited by a school or district program to perform on campus or at a school event, the principal or responsible program director shall ask to preview the play list prior to the performance.~~

~~Before utilizing film, video, or any electronic media for instructional purposes, the staff shall consult the regulation for this policy and related references to motion picture/industry standards.~~

~~If the staff has any questions about how established district criteria apply to the film, he/she shall confer with the principal or immediate supervisor before using the electronic media with children.~~

~~The employee shall confer with the Superintendent or designee as necessary to determine the compliance of the material with district criteria. The primary considerations should be the educational value, appropriateness, and relevance of the materials as well as the ages and maturity of the students.~~

~~(cf. 6141.2 – Recognition of Religious Beliefs and Customs)~~

~~(cf. 6144 – Controversial Issues)~~

Appropriateness of Materials

Whenever a district employee proposes to use a supplementary resource which is not included in the approved learning resources of the district, the employee shall preview the material to determine whether, in the employee's professional judgment, it is appropriate for the grade level taught and is consistent with district criteria for the selection of supplementary instructional materials.

The employee shall confer with the Superintendent or designee as necessary to determine the compliance of the material with district criteria. The primary considerations should be the educational value, factual accuracy, appropriateness, including whether the material contains pervasive vulgarity or profanity, and relevance of the materials, as well as the ages and maturity of the students.

The Superintendent or designee may provide training to administrators and teachers in the selection and evaluation of supplementary instructional materials, including the criteria to be utilized and applicable legal considerations.

Complaints

Complaints concerning supplemental instructional materials shall be handled in accordance with Board Policy 1312.2 - Complaints Concerning Instructional Materials and Board Policy 1312.3 - Uniform Complaint Procedures, as applicable.

Legal Reference:

~~**EDUCATION CODE**~~

~~233.5 Duty re. instruction in morals, manners and citizenship~~

~~18111 Exclusion of books by Board of Trustees~~

~~51510 Prohibited study or supplemental materials~~

~~51511 Religious matters properly included~~

~~51933 Sex education materials~~

~~60010 Definitions~~

~~60050 Social content review of instructional materials~~

~~60060-60062 Requirements of publishers~~

~~60200.7 Suspension of state instructional materials adoptions~~

~~60226 Learner verification of instructional materials~~

~~60242 Uses of instructional materials funds~~

~~60400 Adoption of high school instructional materials~~

~~60605.8 Common Core Standards~~

~~60605.86-60605.88 Supplemental instructional materials aligned with Common Core Standards~~

~~60811.3 English language development standards~~

~~**COURT DECISIONS**~~

~~McCarthy v. Fletcher, (1989) 207 Cal. App. 3d 130~~

~~Fowler v. Board of Education of Lincoln County, (1978) 819 F.2d 657 Management Resources:~~

~~CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS~~

~~Standards for Evaluating Instructional Materials for Social Content, 2000~~

~~**WEB SITES**~~

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

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

State

5 CCR 4600-4670: Uniform complaint procedures

Ed. Code 18111: Exclusion of books by Governing board that are sectarian, partisan, or denominational character

Ed. Code 220: Prohibition of discrimination

Ed. Code 233.5: Teaching of principles

Ed. Code 242: Access to information about educational laws and policies regarding right to accurate and inclusive curriculum

Ed. Code 243: Unlawful discrimination related to the use or prohibited use of textbooks and instructional materials

Ed. Code 48907: Exercise of free expression; time, place and manner rules and regulations

Ed. Code 48950: Speech and other communication

Ed. Code 51204.5: Social sciences instruction; contributions of specified groups

Ed. Code 51501: Nondiscriminatory subject matter

Ed. Code 51510: Prohibited study or supplemental materials

Ed. Code 51511: Religious matters properly included in courses of study

Ed. Code 51933: Sexual health education and HIV prevention materials

Ed. Code 60000-60005: Instructional materials; legislative intent

Ed. Code 60010: Instructional materials; definition

Ed. Code 60040-60052: Requirements for instructional materials

Ed. Code 60060-60063.5: Requirements for publishers and manufacturers

Ed. Code 60200-60213: Elementary school materials

Ed. Code 60226: Requirements for publishers and manufacturers

Ed. Code 60400-60411: Instructional materials; high schools

Ed. Code 60605: State-adopted content and performance standards in core curricular areas

Ed. Code 60605.8: Common Core standards

Ed. Code 60811.3: English language development standards

Instruction

BP 6161.11 (e)

Management Resources

California Department of Education Publication: Standards for Evaluating Instructional Materials for Social Content, 2013

Court Decision: Fowler v. Board of Education of Lincoln County (1987) 819 F.2d 657

Court Decision: McCarthy v. Fletcher (1989) 207 Cal. App. 3d 130

Website: CSBA District and County Office of Education Legal Services

Website: Department of Justice

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

Website: California Department of Education

Website: CSBA

Policy Adopted: ~~03/13/2013~~ 2/14/23

ORCUTT UNION SCHOOL DISTRICT
Orcutt, California



EDUCATIONAL SERVICES MEMORANDUM

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

FROM: Joe Dana
Assistant Superintendent, Educational Services

BOARD MEETING DATE: January 10, 2024

BOARD AGENDA ITEM: Revision of Board Policy 6163.1 – Library Media Centers

BACKGROUND: As per guidance from the California School Boards Association, we are updating Board Policy 6163.1 on library media centers to align with a new law, AB 1078 (2023). Revisions are made to the policy to do the following:

- Expand the first paragraph, which describes the governing board’s guiding vision for school libraries;
- Allow that school libraries potentially could serve students outside the school day;
- State that the use of any book or other library resource shall not be rejected or prohibited by the governing board or district on the basis that it includes a study of the role and contributions of any individual or group consistent with the requirements of Education Code 51204.5 and 60040, unless such study would violate Education Code 51501 or 60044;
- Require that complaints regarding the appropriateness of library materials be made in accordance with the district’s Uniform Complaint Procedures and policy for handling complaints regarding instructional materials as applicable; and
- Provide options for school libraries to handle the late return of materials.

RECOMMENDATION: Staff recommends that the Board of Trustees approve the revised Board Policy 6163.1 at this first reading and place it on the consent agenda of the next regular board meeting.

FUNDING: No impact.

LIBRARY MEDIA CENTERS

The ~~Board of Trustees~~ **Governing Board** recognizes that school ~~library media centers~~ **libraries** support the educational program by providing access to a variety of informational and supplemental resources that can **inspire a love of reading, stimulate thought, the exploration of ideas and intellectual exchanges,** ~~help raise~~ **contribute to** the academic achievement of all students. The Board desires that school libraries be stocked with up-to-date books, reference materials, and electronic resources that promote literacy, support academic standards, **contain a broad spectrum of knowledge and viewpoints, accurately reflect and value society's diversity,** and prepare students to become lifelong learners.

~~(cf. 6011—Academic Standards)~~

~~(cf. 6163.4—Student Use of Technology)~~

~~(cf. 7110—Facilities Master Plan)~~

~~School libraries shall be open for use by students and teachers during the school day. (Education Code 18103)~~

~~The district's school libraries may provide: (5 CCR 16040)~~

- ~~1. Library instruction in accessing, evaluating, using, and integrating information and resources in the library program and/or provide departmentalized instruction in information literacy, digital literacy, and digital citizenship~~
- ~~2. Information to teachers and administrators concerning sources and availability of instructional materials that will aid in the development of school curriculum, and, in cooperation with classroom teachers, the development of instructional units and activities using library resources~~

~~(cf. 6141—Curriculum Development and Evaluation)~~

- ~~3. Assistance to teachers and students in the evaluation, selection, production, and uses of instructional materials~~
- ~~4. A collection of materials and resources that support the curriculum and are appropriate for user needs~~
- ~~5. Assistance to teachers, administrators, and other school staff members in becoming knowledgeable about appropriate uses of library media services, materials, and equipment~~

Instruction

BP 6163.1 (b)

(ef. 4131—Staff Development)

(ef. 4231—Staff Development)

Classroom Library Plan

The Superintendent or designee may, in consultation with teacher librarians, classroom teachers, administrators, parents/guardians, and students as appropriate, develop and regularly update a plan for school libraries that describes the district's goals for school libraries and ~~how funds will be distributed~~ **distribution of funds** to school sites to support libraries. As appropriate, the plan may also address staffing, facilities, selection and evaluation of materials, the development and maintenance of classroom libraries, prevention of loss or damage of library materials, prioritization of needs, and other related matters. The Superintendent or designee shall ensure that the library plan is aligned with the district's local control and accountability plan and other district and school plans.

(ef. 0200—Goals for the School District)

(ef. 0400—Comprehensive Plans)

(ef. 0420—School Plans/Site Councils)

(ef. 0460—Local Control and Accountability Plan)

(ef. 5125.2—Withholding Grades, Diploma or Transcripts)

(ef. 6161.2—Damaged or Lost Instructional Materials)

Staffing

To staff school libraries, the district may employ one or more teacher librarians who possess appropriate credentials issued by the Commission on Teacher Credentialing. (Education Code 18120, 44868; 5 CCR 80024.6, 80053)

The Superintendent or designee may assign teacher librarians to perform the following duties in accordance with the authorizations of their credential: (5 CCR 80053, 80053.1)

1. Instruct students in accessing, evaluating, using, and integrating information and resources in the library program and/or provide departmentalized instruction in information literacy, digital literacy, and digital citizenship
2. Plan and coordinate school library programs with the district's instructional programs through collaboration with teachers
3. Select materials for school and district libraries
4. Develop and deliver staff development programs for school library services

Instruction

BP 6163.1 (c)

5. Coordinate or supervise library programs at the school or district level
6. Plan and conduct a course of instruction for students who assist in the operation of school libraries
7. Supervise classified personnel assigned school library duties
8. Develop procedures for and management of the school and district libraries

The Board also may appoint classified paraprofessionals to serve as library aides or library technicians. Volunteers may assist with school library services in accordance with law, Board policy, and administrative regulation.

Hours of Operation

School libraries shall be open for use by students and teachers during the school day. (Education Code 18103)

With the approval of the Board, a school library may be open at other hours outside the school day, including evenings and Saturdays. Any library open to serve students during evening and Saturday hours shall be under the supervision of a certificated employee who consents to the assignment. (Education Code 18103)

Selection and Evaluation of School Library Materials

Library materials shall include print and electronic resources that align with the curriculum and are accessible to students with varying cognitive or language needs.

Library materials shall be evaluated and selected through a process that invites recommendations from administrators, teachers, other staff, parents/guardians, and students as appropriate.

~~(cf. 6144—Controversial Issues)~~

~~(cf. 6161.1—Selection and Evaluation of Instructional Materials)~~

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

The use of any book or other resource in a school library shall not be rejected or prohibited by the Board or district on the basis that it includes a study of the role and contributions of any individual or group consistent with the requirements of Education Code 51204.5 and 60040, unless such study would violate Education Code 51501 or 60044. (Education Code 243)

Instruction

BP 6163.1 (d)

Library materials should be continually evaluated in relation to evolving curricula, new formats of materials, new instructional methods, and the needs of students and teachers. Materials that contain ~~obsolete~~ **outdated** subject matter or are no longer appropriate shall be removed, ~~and lost or worn materials may be replaced if possible.~~

(cf. ~~3270 – Sale and Disposal of Books, Equipment and Supplies~~)

All gifts and donations of school library materials shall be subject to the same criteria as materials selected for purchase by the district.

(cf. ~~1260 – Educational Foundation~~)

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

Complaints regarding the appropriateness of library materials shall be addressed ~~using the district's procedures for complaints regarding instructional materials.~~ **in accordance with Board Policy 1312.2 - Complaints Concerning Instructional Materials and Board Policy 1312.3 - Uniform Complaint Procedures, as applicable.**

(cf. ~~1312.2 – Complaints Concerning Instructional Materials~~)

Fees

Students shall be allowed to borrow school library materials at no charge for use in the library and classrooms as well as out of school. (5 CCR 16042)

(cf. ~~3260 – Fees and Charges~~)

Students shall be encouraged to return library materials in a timely manner, but no charge shall be assessed for the late return of materials.

Library Instruction

Teacher librarians and/or classroom teachers shall provide library instruction to develop students' information literacy skills. Such instruction shall be aligned with state academic standards for library instruction and shall prepare students to:

1. Access information by applying knowledge of the organization of libraries, print materials, digital media, and other sources
2. Evaluate and analyze information to determine appropriateness in addressing the scope of inquiry

Instruction

BP 6163.1 (e)

3. Organize, synthesize, create, and communicate information
4. Integrate information literacy skills into all areas of learning and pursue information independently to become life-long learners

Teacher librarians also may provide support to teachers, administrators, and other staff by identifying instructional materials that will aid in the development of curriculum and instructional activities and by providing information about effective and ethical uses of school library services and equipment.

~~(cf. 4131—Staff Development)~~

~~(cf. 4231—Staff Development)~~

~~(cf. 4331—Staff Development)~~

~~(cf. 6141—Curriculum Development and Evaluation)~~

Reports

Program Evaluation

The Superintendent or designee shall annually assess and report to the Board regarding the condition and use of school libraries. The assessment shall evaluate, at a minimum:

1. Access of students and staff to school libraries during school hours and, as appropriate, access outside the school day
2. The process and frequency by which students are allowed to check out library materials
3. Staffing levels, qualifications, and number of hours worked
4. The quality of the collection at each library, including, but not limited to, the total number of books in the collection, number of books per student, types of materials (fiction, non-fiction, newspapers, magazines, encyclopedias, materials in other languages, and reference materials), alignment with curriculum, provision of a broad spectrum of knowledge and viewpoints, amount expended during the year for the purchase of new resources, and the number of resources discarded and added during the year
5. Any special programs offered at the school to encourage reading and/or library use
6. The adequacy of the facility space and equipment designated for the school library
7. The source(s) and adequacy of funding for school libraries

8. Knowledge by principals, teachers, and library personnel of the process to follow when a library material(s) is challenged

The district shall, on or before August 31 each year, report to the California Department of Education on the condition of school libraries for the preceding year ending June 30. (Education Code 18122)

Legal Reference:

EDUCATION CODE

~~1703 Coordination of district library services by county superintendent~~

~~1770-1775 Provision of library services by county superintendent~~

~~18100-18203 School libraries~~

~~18300-18571 Union high school district/unified school district library district~~

~~19335-19336 Reading Initiative Program; recommended books~~

~~35021 Volunteer aides~~

~~44868-44869 Qualifications and employment of library media teachers~~

~~45340-45349 Instructional aides~~

CODE OF REGULATIONS, TITLE 5

~~16040-16043 School libraries~~

~~80023-80023.2 Emergency permits; general requirements~~

~~80024.6 Emergency teacher librarian services permit 80026-80026.6 Emergency permits~~

~~80053-80053.1 Teacher librarian teaching credential Management Resources:~~

CDE PUBLICATIONS

~~Examples of Model School Library Standards for California Public Schools Supporting Common Core State Standards (CCSS) for English Language Arts and Literacy in History/Social Studies, Science, and Technical Subjects, rev. February 2012~~

~~Model School Library Standards for California Public Schools: Kindergarten Through Grade Twelve, 2010 (includes standards for student instruction as well as program standards)~~

~~Looking at the School Library: An Evaluation Tool, 2003~~

~~Recommended Literature: Kindergarten Through Grade Twelve~~

CALIFORNIA SCHOOL LIBRARY ASSOCIATION PUBLICATIONS

~~Standards and Guidelines for Strong School Libraries, 2004~~

WEB SITES

~~American Association of School Librarians: <http://www.ala.org/aasl>~~

~~California Department of Education, School Libraries: <http://www.cde.ca.gov/ci/cr/lb> California Library~~

~~Association: <http://www.cla-net.org>~~

State

5 CCR 16040-16043: School libraries

5 CCR 80023-80023.2: Emergency permits; general requirements

5 CCR 80024.6: Emergency teacher librarian services permit

5 CCR 80026-80026.6: Emergency permits; Declaration of Need

5 CCR 80053-80053.1: Teacher librarian services credential

Ed. Code 1703: Coordination of district library services by county superintendent

Ed. Code 1770-1775: Provision of library services by county superintendent

Ed. Code 18100-18203: School libraries

Ed. Code 18300-18571: Union high school district/unified school district library district

Ed. Code 19335-19336: Reading Initiative Program; recommended books

Ed. Code 220: Prohibition of discrimination

Instruction

BP 6163.1 (g)

Ed. Code 242: Access to information about educational laws and policies regarding right to accurate and inclusive curriculum

Ed. Code 35021: Volunteer aides

Ed. Code 44868-44869: Qualifications and employment of library media teachers

Ed. Code 45340-45349: Instructional aides

Ed. Code 48907: Exercise of free expression; time, place and manner rules and regulations

Ed. Code 48950: Speech and other communication

Ed. Code 51204.5: Social sciences instruction; contributions of specified groups

Ed. Code 51501: Nondiscriminatory subject matter

Ed. Code 60040-60052: Requirements for instructional materials

Management Resources

California Department of Education Publication: Examples of Model School Library Standards for California Public Schools: Supporting Common Core State Standards (CCSS) for English Language Arts & Literacy in History/Social Studies, Science, and Technical Subjects, rev. February 2012

California Department of Education Publication: Looking at the School Library: An Evaluation Tool, 2003

California Department of Education Publication: Model School Library Standards for California Public Schools: K - 12, 2010

California Department of Education Publication: Recommended Literature: Kindergarten Through Grade Twelve

California School Library Association Publication: Standards and Guidelines for Strong School Libraries, 2004

Website: CSBA District and County Office of Education Legal Services

Website: American Association of School Libraries

Website: California Department of Education, School Libraries

Website: California School Library Association

Website: Department of Justice

Website: California Department of Education, Curriculum and Instruction Resources

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

Policy Adopted: ~~09//10/2014~~ 2/14/2024

ORCUTT UNION SCHOOL DISTRICT
Orcutt, California



HUMAN RESOURCES MEMORANDUM

TO: Board of Trustees
Holly Edds, Ed.D

FROM: Susan Salucci
Assistant Superintendent, Human Resources

BOARD MEETING DATE: January 10, 2024

BOARD AGENDA ITEM: Approval of a Tentative Agreement with the CA School Employees Association (CSEA)

BACKGROUND: The District has reached tentative agreement with classified employees for 2023-2024 school year.

Highlights of the agreement are:

- 5% on schedule salary increase retro to July 1, 2023
- Office Assistants – Increase from Range 15 to Range 17
- Child Nutrition Cook - Increase from Range 10 to 11
- Senior Cook – Increase from Range 11 to 12
- Child Nutrition Workers/Cashiers – Increase from Range 8 to Range 9
- Increase in stipend for BA/BS degree from \$1000-\$1200
- Increase in stipend for MA/MS degree from \$1000-\$1200

RECOMMENDATION: It is recommended that the Board of Trustees approve the negotiated agreement with the California School Employees' Association for the 2023-2024 school year.

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



HUMAN RESOURCES MEMORANDUM

TO: Board of Trustees
Holly Edds, Ed.D

FROM: Susan Salucci
Assistant Superintendent, Human Resources

BOARD MEETING DATE: January 10, 2024

BOARD AGENDA ITEM: Approval of Tentative Agreement with Orcutt Educators Association (OEA).

BACKGROUND: The District has reached tentative agreement with OEA finalizing negotiations for the 2023-2024 school year

Highlights of the agreement are:

- 5% on schedule salary increase for the 2023-24 school year
- An increase in the hourly rate in Article IX-14 from \$45 per hour to \$48 per hour
- Addition of the following stipends
 - Junior High Schools**
Athletic Director \$1000
 - Academy High School**
Girls Volleyball Freshman Assistant \$1174 (*.0205)
Cross Country Assistant Coach \$1174 (*.0205)
Girls JV Basketball Assistant \$1174 (*.0205)
Boys JV Basketball Assistant \$1174 (*.0205)
Girls Soccer Assistant \$1174 (*.0205)
Boys Soccer Assistant \$1174 (*.0205)
Girls Varsity Softball Assistant \$1174 (*.0205)
Boys Volleyball Assistant \$1174 (*.0205)
- Term through 6/30/2026

RECOMMENDATION: It is recommended that the Board of Trustees ratify the negotiated agreement with the Orcutt Educators Association (OEA).

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



HUMAN RESOURCES MEMORANDUM

TO: Board of Trustees
Holly Edds, Ed.D

FROM: Susan Salucci
Assistant Superintendent, Human Resources

BOARD MEETING DATE: January 10, 2024

BOARD AGENDA ITEM: Approval of Compensation increase Confidential Employees, Certificated Management and Classified Management

BACKGROUND: The District has agreed to compensate confidential employees and management with the same compensation increase given to both bargaining units.

Highlights of the agreement are as follows:

- 5% ongoing salary increase, retroactive to July 1, 2023.
- An increase in the longevity increments as follows:
 - After 10 years - \$3200 to \$3500
 - After 15 years - \$4600 to \$4900
 - After 20 years - \$6000 to \$6300
 - After 25 years - \$7400 to \$7700
- Re-range the OT to the same hourly rate as our Behavior Intervention Specialist (BCBA). OUSD houses the regional OT program and we share this cost with Blochman and Santa Maria Joint Union School District. (Salary Schedule attached). OTs and CBAs require the same amount of education and training, as well as certification.

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

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

ORCUTT UNION SCHOOL DISTRICT

Confidential Salary Schedule

Effective 2023/2024

	I	II	III	IV	V	VI
Superintendent, Administrative Asst.	6,469	6,792	7,130	7,489	7,860	8,256
Administrative Assistant	5,625	5,906	6,200	6,512	6,834	7,179

Longevity - Annually

- After 10 Years \$ 3,500
- After 15 Years \$ 4,900
- After 20 Years \$ 6,300
- After 25 Years \$ 7,700

***\$300 increase in Longevity stipend effective 2023-24

Board Approved January 10, 2024

ORCUTT UNION SCHOOL DISTRICT

Administrative Salary Schedule

Effective 2023/24

ENTRY LEVEL AT ANY POSITION MAY BE NEGOTIATED AT A SALARY LESS THAN COLUMN I

	I	II	III	IV	V	VI	# of Days
Principal K-6	130,289	134,849	139,569	144,452	149,509	154,741	208
Principal 7-8	133,421	138,091	142,924	147,926	153,101	158,461	213
Full-Time Vice-Principal	116,101	120,165	124,370	128,722	133,228	137,892	200
Executive Director, Special Education	145,760	150,863	156,144	161,608	167,263	173,118	223
Program Specialist, Special Education	116,101	120,165	124,370	128,722	133,228	137,892	200
Executive Director, Technology/Ed Services	145,760	150,863	156,144	161,608	167,263	173,118	223
Executive Director, Curr & Instr	145,760	150,863	156,144	161,608	167,263	173,118	223
Director, Pupil Services	122,716	127,012	131,457	136,056	140,821	145,749	208
Psychologist	108,789	112,597	116,537	120,617	124,838	129,207	196
Administrative Nurse (effective 2007/08)	104,284	107,760	111,358	115,082	119,061	122,923	205
Nurse ***	74,094	76,687	79,370	82,148	85,024	87,999	196

Half-time Vice-Principal

Salary based on placement on Certificated Salary Schedule, plus 10 days at daily rate of pay, plus a \$2,000 stipend for part-time Assistant Principals.

Longevity - Annual

- After 10 Years \$ 3,500
- After 15 Years \$ 4,900
- After 20 Years \$ 6,300
- After 25 Years \$ 7,700

Doctorate - \$1,000 Stipend

***The daily rate of pay will be calculated from either the management or teacher's salary schedule, whichever is higher, based upon education and years of service.

***\$300 increase in annual stipends effective 2023-24

Board Approved January 10, 2024

ORCUTT ACADEMY CHARTER SCHOOL

Administrative Salary Schedule

2023/24

ENTRY LEVEL AT ANY POSITION MAY BE NEGOTIATED AT A SALARY LESS THAN COLUMN I

	I	II	III	IV	V	VI	# of Days
Principal, K-8	130,289	134,849	139,569	144,452	149,509	154,741	208
Principal, 7-8	133,421	138,091	142,924	147,926	153,101	158,461	208
Vice Principal	116,101	120,165	124,370	128,722	133,228	137,892	200

***The daily rate of pay will be calculated from either the management or teacher's salary schedule, whichever is higher, based upon education and years of service.

	I	II	III	# of Days
Director, Charter School	151,322	158,890	166,835	215
Principal	149,298	156,762	164,602	213

Doctorate - \$1,000 Stipend

Longevity - Annual

After 10 Years	\$	3,500
After 15 Years	\$	4,900
After 20 Years	\$	6,300
After 25 Years	\$	7,700

increase to Longevity stipend effective 2023-24

Board Approved January 10, 2024

ORCUTT UNION SCHOOL DISTRICT

Classified Management Salary Schedule

2023-24

	I	II	III	IV	V	VI	# of Days
Operations Supervisor	78,468	81,214	84,054	86,998	90,043	93,194	223
Child Nutrition Coordinator	78,468	81,214	84,056	86,998	90,043	93,195	223
Director, Child Care Services	91,460	94,662	97,975	101,402	104,952	108,626	223
Director, Child Nutrition Services	108,626	112,427	116,361	120,435	124,650	129,013	223
Director, Fiscal Services	122,654	126,947	131,390	135,988	140,748	145,674	223
Director, MOT	119,799	123,989	128,329	132,820	137,471	152,952	223

Longevity - Annual		135,504.51
After 10 Years \$ 3,500		0.05
After 15 Years \$ 4,900		142,279.73
After 20 Years \$ 6,300		7.50%
After 25 Years \$ 7,700		152,952.70

***\$300 increase to longevity stipend effective 2023-24

Board Approved January 10, 2024

****7.5% added to Director MOT in column 6 for additional bond work - temporary

ORCUTT UNION SCHOOL DISTRICT
Administrative and Management Agreement
Effective January 11, 2024

- A. The terms of this agreement shall be in effect until June 30, 2025. Compensation will be determined by the Board of Trustees prior to the start of school each year. The current salary schedules are attached.
- B. The work year for all positions covered by this agreement are stated in the Salary Schedules.
- C. Longevity increases shall be awarded to certificated management personnel after their 10th, 15th, 20th, and 25th years in the district. Longevity increases shall be awarded to classified management after their 10th, 15th, 20th and 25th years in the district per the Classified Management Salary Schedule attached.
- D. An additional \$1,000 shall be added to the salary benefits for management employees holding an earned Doctorate Degree.
- E. Intra-district mileage allowances per year will be as follows:

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

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

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

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

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

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

Medical coverage is as follows:

1. Anthem Blue Cross
2. Delta Dental coverage for single, 2-party or family based on the selected plan
3. The District agrees to provide vision care (Vision Service Plan) through SISC. Dependent coverage is available; however, the District's premium payment for VSP (Vision Service Plan) including dependent coverage is limited to that for the single rate at the current level.

- 4. \$75,000 life insurance policy

- H. Leave allocations follow the bargaining unit contracts.

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

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

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

Adopted by the Board of Trustees January 10, 2024

Holly Edds Ed.D., Superintendent



HUMAN RESOURCES MEMORANDUM

TO: Board of Trustees
Holly Edds, Ed.D

FROM: Susan Salucci
Assistant Superintendent, Human Resources

BOARD MEETING DATE: January 10, 2024

BOARD AGENDA ITEM: Approval of Compensation Increase for Contracted Positions

BACKGROUND: The District holds individual 223 day employment agreements (“contracts”) with the Assistant Superintendent of Educational Services, and Assistant Superintendent of Human Resources. These agreements state they shall receive increases at least equal to the on-schedule and off-schedule salary adjustment(s) received by other management personnel. The salary increases are as follows:

- 5% on schedule salary increase retroactive to July 1, 2023
- An increase in the longevity increments as follows:
 - After 10 years - \$3200 to \$3500
 - After 15 years - \$4600 to \$4900
 - After 20 years - \$6000 to \$6300
 - After 25 years - \$7400 to \$7700

RECOMMENDATION: It is recommended that the Board of Trustees grant the 5% on schedule salary increase and the increases in longevity to the Assistant Superintendent of Educational Services, the Assistant Superintendent of Business Services and Assistant Superintendent of Human Resources.

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

ORCUTT UNION SCHOOL DISTRICT

Cabinet Salary Schedule

Effective 2023/24

RANGE

STEP	A	B	C	# of Days
1	167,087	170,863	174,792	223
2	172,099	176,148	180,199	223
3	177,261	181,431	185,606	223
4	182,579	186,875	191,174	223
5	188,054	192,482	196,907	223
6	192,755	197,292	201,829	223

Salary Classifications

Range A: Placement is based on a B.A./B.S. only

Range B: Placement is based on a B.A./B.S., plus a Masters degree

Range C: Placement is based on a Doctorate Degree

Longevity - Annual

After 10 Years \$ 3,500

After 15 Years \$ 4,900

After 20 Years \$ 6,300

After 25 Years \$ 7,700

***\$300 increase in longevity stipend effective 2023-24

Board Approved January 10, 2024



HUMAN RESOURCES MEMORANDUM

TO: Board of Trustees
Holly Edds, Ed.D

FROM: Susan Salucci
Assistant Superintendent, Human Resources

BOARD MEETING DATE: January 10, 2024

BOARD AGENDA ITEM: Ratification of Addendum Number 6 to the Employment Agreement with Dr. Holly Edds, Superintendent.

BACKGROUND: The Superintendent shall receive a 5% increase on the Superintendent's salary schedule.

Dr. Edds salary for the 2023-2024 school year will be \$252,229 and her benefits shall be consistent with other similarly situated employees.

RECOMMENDATION: It is recommended that the Board of Trustees ratify the Addendum Number 6 to the Employment Agreement with Dr. Holly Edds, Superintendent of the Orcutt Union School District.

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

Orcutt Union School District
Employment Contract for District Superintendent
Addendum No. 6

This addendum to the Employment Agreement is agreed to and is effective upon ratification by the Board of Trustees, between the Orcutt Union School District (“District”) and Dr. Holly Edds (“Superintendent”). This Addendum Number Six is the mutual agreement to modify the original employment agreement between the District and the Superintendent dated May 13, 2020, as follows:

Compensation

1. For contract year 2023-24, the Superintendent shall be compensated pursuant to the salary schedule below. This salary schedule reflects a 5% increase consistent with all other employee groups.

Step/School Year	Salary
2023-2024	\$252,229
2024-2025	\$259,796

Except for the changes to the Compensation section of the Agreement, all other terms and conditions of the Agreement and prior active Addenda shall continue in full force and effect and are not modified.

This Addendum is subject to ratification by the Governing Board.

Dr. Holly Edds
Superintendent

Date

Lisa Morinini
Board President

Date