

ORCUTT UNION SCHOOL DISTRICT  
Regular Meeting of the Board of Trustees  
Wednesday, April 15, 2015  
Closed Session – 6:45 P.M.  
Public Session – 7:15 P.M.  
District Office Board Room  
500 Dyer Street, Orcutt, CA 93455

**CALL TO ORDER** 6:45 P.M.

A. Pledge of Allegiance

**CLOSED SESSION PUBLIC COMMENTS**

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

**ADJOURN TO CLOSED SESSION**

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

1. Public Employment per Personnel Report.
2. Public Employee Employment/Discipline/Dismissal/Release.
3. Conference with labor negotiator Dr. Deborah Blow, Superintendent and/or Don Nicholson.
  - a. OEA
  - b. CSEA
4. Conference with labor negotiators for unrepresented employees:
  - a. Certificated and Classified Management, and Confidential.  
Agency representative – Superintendent.
  - b. Superintendent. Agency representative – Board of Trustees
5. Student disciplinary/expulsion matters.

**RECONVENE TO PUBLIC SESSION** 7:15 P.M.

B. Public Report on Action Taken in Closed Session

C. Adoption of April 15, 2015 Agenda

Moved \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**PUBLIC COMMENT ANNOUNCEMENT**

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

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

D. Superintendent's Report

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

1. OCAF Report
2. Orcutt Jr. High Presentation

E. Public Comment

An opportunity for the public to provide input to the Board of Trustees. Those wishing to speak about a specific agenda item may do so during the Public Comment segment or when the item is being considered. Any request to speak must be submitted on a *Request for Public Comment Form* which can be obtained from the Superintendent's secretary and submitted prior to the presiding officer addressing the item. If you choose to speak when an item is before the Board, your name will be called prior to Board consideration. An item not on the agenda must be addressed during the Public Comment segment of the agenda.

F. Written Communication

Documents addressed to or by board members as communications during a Board of Education meeting are defined as letters from parents or community members regarding issues within the jurisdiction of authority of the Board of Education; information or reports from professional organizations, i.e., CSBA, SBCSBA, etc.; letters or reports from other public agencies; letters or reports from legislators; or letters or reports from district schools or staff.

G. Public Hearing - None

**CONSENT AGENDA ITEMS**

Actions proposed for Consent Agenda (block vote) items are consistent with approved practices of the district and are deemed routine in nature. Since trustees receive board agenda backup information in advance of scheduled meetings, they are prepared to vote with knowledge on the block vote items.

Consent Agenda items are voted on at one time, although any such item can be considered separately at a board member's request.

- A. Classified Personnel Action Report
- B. Certificated Personnel Action Report
- C. Approval of Warrants
- D. Minutes, Regular Meeting, March 11, 2015
- E. Minutes, Special Meeting, March 4, 2015
- F. Minutes, Special Meeting, March 24, 2015
- G. Surplus Items

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

Moved \_\_\_\_\_

Second \_\_\_\_\_

Vote \_\_\_\_\_

**ITEMS SCHEDULED FOR ACTION**

A. GENERAL

1. Gifts

Alice Shaw School received a donation of (3) tri-cycles for the kindergarten playground from Judy DalPorto and the Allan Hancock College Parent Participation School. They also received a

donation of services provided by Central Coast Powder Coating to powder coat one of the donated tri-cycles.

Pine Grove School received a \$250 donation from Beta Lambda Sorority for the Pine Grove Library.

Joe Nightingale School received a \$250 donation from Joseph and Angelina Dana and a \$250 donation from David W. Dana to be used towards cost for the 5<sup>th</sup> grade students to visit the Regan Library.

Olga Reed School received the following donations for their 8<sup>th</sup> grade graduation:

Mary Field	\$25
Kirk and Patty Driscoll	\$25
Allstar Heating & Air Conditioning	\$25
Beas Construction	\$25
El Gonzales	\$100
Bob's Well Bread	bread
Bell Street Farm	mixer kit
Terramony	pottery

Staff recommends that the Board of Trustees accept these gifts and direct that a letter of acceptance and appreciation be forwarded to Judy DalPorto, the Allan Hancock College Parent Participation School, Central Coast Powder Coating, Beta Lambda Sorority, Joseph and Angelina Dana, David W. Dana, Mary Field, Kirk & Patty Driscoll, Allstar Heating & Air Conditioning, Beas Construction, Ed Gonzalez, Bob's Well Bread, Bell Street Farm and Terramony.

Moved \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**B. BUSINESS**

1. Approval of Agreement for Lease of Real Property between the City of Santa Maria and the Orcutt Union School District

It is recommended that the Board of Trustees approve the Agreement for Lease of Real Property between the City of Santa Maria and the Orcutt Union School District.

Moved \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

2. Pine Grove and OAHS Stages

It is recommended that the Board of Trustees approve the Stage Depot proposal in the amount of \$49,845.84.

Moved \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**C. EDUCATIONAL SERVICES**

1. Board Policy 5131.2, Bullying.

Staff recommends that the Board of Trustees adopt Board Policy 5131.2, Bullying, for first reading and that it be placed on the next Consent Agenda for second reading.

Moved \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

2. Board Policy 5141.4, Child Abuse Prevention and Reporting

Staff recommends that the Board of Trustees adopt Board Policy 5141.4, Child Abuse Prevention and Reporting for first reading and that it be placed on the next Consent Agenda for second reading.

Moved \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

3. Board Policy 5144.1, Suspension and Expulsion/Due Process

Staff recommends that the Board of Trustees adopt Board Policy 5144.1, Suspension and expulsion/Due Process for first reading and that it be placed on the next Consent Agenda for second reading.

Moved \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

4. Board Policy 5145.3, Nondiscrimination/Harassment

Staff recommends that the Board of Trustees adopt Board Policy 5145.3, Nondiscrimination/Harassment for first reading and that it be placed on the next Consent Agenda for second reading.

Moved \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

D. HUMAN RESOURCES

1. Interdistrict Attendance Agreement with Solvang Elementary School District.

It is recommended that the Board of Trustees approve the Interdistrict Attendance Agreement between Solvang Elementary School District and the Orcutt Union School District, as presented.

Moved \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

2. Interdistrict Attendance Agreement with Los Olivos School District

It is recommended that the Board of Trustees approve the Interdistrict Attendance Agreement between Los Olivos School District and the Orcutt Union School District, as presented.

Moved \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

3. 2014/2015 Resolution No. 14, Day of the Teacher

It is recommended that the Board of Trustees adopt 2014/2015 Resolution No. 14, *Day of the Teacher*.

Moved \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

4. 2014/2015 Resolution No. 15, Classified School Employees Appreciation Week.

It is recommended that the Board of Trustees adopt 2014/2015 Resolution No. 15, *Classified School Employees Appreciation Week*.

Moved \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

5. 2014/2015 Resolution No. 16, Classified Lay-offs

It is recommended that the Board of Trustees adopt 2014/2015 Resolution No. 16, Classified Layoffs, as presented.

Moved \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

6. Revision of Substitute Teacher Pay Rate

It is recommended that the Board of Trustees approve the substitute teacher pay rate effective May 1, 2015, as presented.

Moved \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**ITEMS SCHEDULED FOR INFORMATION/DISCUSSION**

1. Board Financial Report
2. Quarterly Report on Williams/Valenzuela Uniform Complaints
3. Items from the Board

**GENERAL ANNOUNCEMENTS**


Unless otherwise noticed, the next regular board meeting is scheduled for Wednesday, May 13, 2015, beginning with Closed Session beginning at 6:45 p.m., Public Session at 7:15 p.m. in the District Office Board Room, 500 Dyer Street, Orcutt, CA. A Special Curriculum Board Meeting and Board Facilities Study Session will be held on Wednesday, April 29, 2015 beginning at 6:00 pm.

**ADJOURN**

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

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

Classified Personnel Action Report  
April 15, 2015

TO: Deborah Blow, Ed.D. 

SUBMITTED BY: Don Nicholson, Assistant Superintendent/Human Resources

SUBJECT: Recommendations for Board Approval

SITE	CLASSIFICATION	SALARY	EFFECTIVE	ACTION INFORMATION
Transportation	Bus Driver	\$17.45/hr	03/02/15	Change in hours
Lakeview Jr. High	Child Nutrition Worker	\$125/mo	04/01/15	Longevity-10 years
Health Services	Health Assistant		05/20/15	Retirement
Child Nutrition	Child Nutrition Worker	\$11.39/hr		
Alice Shaw	Inst Assistant I	\$175/mo	04/01/15	Longevity-20 years
Ed Services	Community Liaison		04/10/15	Resignation
Pupil Services	Inst Assiatant I	\$12.57/hr	04/13/15	Substitute
Pupil Services	Inst Assiatant I	\$12.88/hr	04/13/15	Substitute
Transportation	Bus Driver	\$20.07/hr	03/02/15	Change in hours
Patterson Rd.	Inst Assistant I	\$125/mo	04/01/15	Longevity-10 years
Transportation	Bus Driver	\$20.07/hr	03/02/15	Change in hours
Transportation	Bus Driver	\$20.07/hr	03/02/15	Change in hours
District	Noon Duty Supervisor	\$9.45/hr	02/23/15	Substitute
District Office	Assistant Superintendent/ Business Services		04/30/15	Retirement – Request Early Retirement Incentive Program
Transportation	Bus Driver	\$150/mo	04/01/15	Longevity-10 years
Transportation	Bus Driver			39-month reemployment
District	Noon Duty Supervisor	\$9.45/hr	02/10/15	Substitute
Campus Connection	Child Care assistant	\$11.12/hr	03/25/15	Substitute
Health Services	LVN		04/02/15	Resignation
Child Nutrition			07/01/15	Retirement – Request Early Retirement Incentive Program
Child Nutrition	Child Nutrition Worker		03/05/15- 06/12/15	Request Unpaid Leave of Absence

# **ORCUTT UNION SCHOOL DISTRICT**

## *Certificated Personnel Action Report*

**TO:** Dr. Deborah Blow  
District Superintendent

**FROM:** Don Nicholson  
Assistant Superintendent of Human Resources

**DATE:** Board Meeting of April 15, 2015

**RE:** ***RECOMMENDATIONS FOR APPROVAL AND RATIFICATION***

<i>SCHOOL</i>	<i>CLASS/STEP</i>	<i>EFFECTIVE DATE</i>	<i>ACTION INFORMATION</i>
Lakeview	Daily	6/12/15	Release from Long Term Sub
Shaw	V-20	2015-16	Job Share, 50%
Shaw	II-3	2015-16	Tenured
District	Hourly	2015-16	Non Re-Election
Dunlap	V-20	2015-16	Reduced Workload, 50%
Dunlap	V-12	2015-16	Temporary Contract, 50%
Nightingale	II-4	2015-16	Temporary Contract, 50%
Pine Grove	Daily	6/12/15	Release from Long Term Sub
Pine Grove	IV-20	2015-16	Job Share, 60%
District	Hourly	2015-16	Non Re-Election
Lakeview	V-4	2015-16	Temporary Contract, 40%
Lakeview	VI-15	2015-16	Part-Time Contract, 60%
Pine Grove	Daily	6/12/15	Release from Long Term Sub
Shaw	Daily	6/12/15	Release from Long Term Sub
Shaw	Hourly	3/16/15	Compass Learning, 30 hr wk
Orcutt	III-14	2015-16	Part-Time Contract, 80%
Lakeview	VI	3/11/15	Resignation
Shaw	V-18	2015-16	Job Share, 50%

\*To be prorated

<i><b>SCHOOL</b></i>	<i><b>CLASS/ STEP</b></i>	<i><b>EFFECTIVE DATE</b></i>	<i><b>ACTION INFORMATION</b></i>
Patterson	IV-14	2015-16	Temporary Contract, 50%
Dunlap	VI-7	2015-16	Prob 1, Speech
District	Daily	2015-16	Non Re-Election
Patterson	V-20	2015-16	Job Share, 50%
Orcutt	V-20	2015-16	Request to Participate in Early Retirement
Pine Grove	VI-20	2015-16	Job Share, 40%
Shaw	Hourly	3/16/15	Compass Learning, 20 hr wk
District	Daily	2015-16	Non Re-Election
Pine Grove	Daily	6/12/15	Release from Long Term Sub
Lakeview	VI-20	2015-16	Part-Time Contract, 60%
Nightingale	VI-9	2015-16	Job Share, 50%

\*To be prorated



## Warrants

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

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

**ORCUTT UNION SCHOOL DISTRICT  
BOARD OF TRUSTEES  
REGULAR MEETING  
March 11, 2015**

**CALL TO ORDER**

A regular meeting of the Board of Trustees of the Orcutt Union School District was held on Wednesday, March 11, 2015 beginning with Mr. Hatch calling Public Session to order at 7:00 p.m. The Pledge of Allegiance was led by Liz Phillips. Members Present: Hatch, Peterson Phillips and Zilli. Absent: Buchanan. Administrators Present: Blow, Edds, Ochej and Nicholson. Absent: None. It was moved by Jan Zilli seconded by Liz Phillips and carried to adjourn to Closed Session at 7:03 p.m. Ayes: Hatch, Peterson, Phillips and Zilli. Absent: Buchanan.

**RECONVENE TO PUBLIC SESSION**

The meeting reconvened to Public Session at 7:22 p.m. and Mr. Hatch reported that in Closed Session the Board of Trustees took action to accept a letter of resignation from a district principal effective June 30, 2015 and they also took action to re-assign a district principal for the 2015-2016 school year to another administrative position effective June 30, 2015.

It was moved by Jan Zilli, seconded by Jim Peterson and carried to adopt the March 11, 2015 agenda, as submitted. Ayes: Hatch, Peterson, Phillips and Zilli. Absent: Buchanan.

**SUPERINTENDENT'S REPORT**

Superintendent Blow reported that the *Principal for a Day* event earlier in the day was a great opportunity for community leaders to learn more about the challenges facing education as well as an opportunity for principals to learn more about other professional fields. A Ralph Dunlap student was one of the recipients of a computer. To date the Computer Connection Program has distributed more than 200 computers to deserving students who do not have access to technology in their home.

OCAF Executive Director, Hannah Rubalcava reported that the Gala was very successful raising about \$30,000. A Programs Committee has been established to look at the current programs and explore new ways of delivering arts to the students. Hannah also reported that she is currently working on writing 5 grants.

**CONSENT AGENDA ITEMS**

- A. Classified Personnel Action Report
- B. Certificated Personnel Action Report
- C. Approval of Warrants
- D. Minutes, Regular Meeting February 18, 2015
- E. Youth League Facility Use Agreements
- F. Hiring of Coaches 2014/2015
- G. Certification of Coaches 2014/2015
- H. Certification of Temporary Coaches 2014/2015

It was move by Liz Phillips, seconded by Jim Peterson and carried to approve Consent Agenda Items A through H, as submitted. Ayes: Hatch, Peterson, Phillips and Zilli. Absent: Buchanan

**ITEMS SCHEDULED FOR ACTION**

**Trips**

It was moved by Jan Zilli, seconded by Jim Peterson and carried to approve the Orcutt Junior High School Journalism and Leadership class trip to participate in the Disney Resort YES Program on April 17-19, 2015. Ayes: Hatch, Peterson, Phillips and Zilli. Absent: Buchanan

**Strategic Plan**

It was moved by Jim Peterson, seconded by Jan Zilli and carried to adopt the Orcutt Union School District Strategic Plan, as presented. Ayes: Hatch, Peterson, Phillips and Zilli. Absent: Buchanan

### 2014/2015 Resolution No. 13

It was moved by Liz Phillips, seconded by Jan Zilli and carried to adopt 2014/2015 Resolution No. 13, Authorizing the Issuance of Orcutt Union School District 2015 General Obligation Refunding Bonds, as submitted. Ayes: Hatch, Peterson, Phillips and Zilli. Absent: Buchanan Superintendent Blow added that this would be about a half million dollar savings to taxpayers.

### Second Interim Report

It was moved by Liz Phillips, seconded by Jan Zilli and carried to approve the Second Interim Report 2014/2015 as presented and authorize the filing of a positive certification with the Santa Barbara County Education Office. Ayes: Hatch, Peterson, Phillips and Zilli. Absent: Buchanan. Ms. Ochej wanted to publically thank Alice Salazar and Makenzie Johns for their work on compiling the report.

### Safe School Plans

It was moved by Liz Phillips, seconded by Jim Peterson and carried to approve the Safe School Plans for Ralph Dunlap, Pine Grove, Patterson Road, Joe Nightingale, Alice Shaw, Olga Reed, Lakeview Jr. High and Orcutt Jr. High schools, as presented. Ayes: Hatch, Peterson, Phillips and Zilli. Absent: Buchanan

### 2015/2016 School Calendar

Don Nicholson distributed a revised copy of the calendar noting that the only changes were in the "Significant Dates" section. It was moved by Jan Zilli, seconded by Liz Phillips and carried to adopt the 2015/2016 Grades TK-8 including Charter K-8 School Calendar, as revised. Ayes: Hatch, Peterson, Phillips and Zilli. Absent: Buchanan

### 2014/2015 Resolution No. 14

Dr. Peterson read the resolution. It was moved by Liz Phillips, seconded by Jim Peterson and carried to adopt 2014/2015 Resolution No. 14, Designating the Chief Technology Officer as Senior Management of the Classified Service. Ayes: Hatch, Peterson, Phillips and Zilli. Absent: Buchanan

### Ratification of the Chief Technology Officer Contract

It was moved by Jan Zilli, seconded by Jim Peterson and carried to ratify the Employment Agreement with Chief Technology Officer, Kirby L. Fell. Ayes: Hatch, Peterson, Phillips and Zilli. Absent: Buchanan

### Certificated Extended School Year Pay Rate

It was moved by Jim Peterson, seconded by Jan Zilli and carried to approve the pay rate of \$35 per hour for certificated teachers working the Extended School Year Program. Ayes: Hatch, Peterson, Phillips and Zilli. Absent: Buchanan

### Classified Substitute Salary Schedule

Mr. Nicholson stated that the Classified Substitute Salary Schedule has not been updated since 2006. It was moved by Jan Zilli, seconded by Liz Phillips and carried to approve the Classified Substitute Salary Schedule as presented. Ayes: Hatch, Peterson, Phillips and Zilli. Absent: Buchanan

### **ITEMS FOR INFORMATION/DISCUSSION**

The Board Financial Report was presented for information/discussion. Ms. Ochej said that all items were within budget.

Dr. Peterson thanked Mr. Hatch for all his work with the Computer Connections Program.

### **GENERAL ANNOUNCEMENTS**

Unless otherwise noticed, the next regular board meeting is scheduled for Wednesday, April 15, 2015 beginning with Closed Session at 6:45 p.m., Public Session at 7:15 p.m. in the District Office Board Room, 500 Dyer Street, Orcutt, CA.

### **ADJOURN**

It was moved by Jim Peterson, seconded by Liz Phillips and carried to adjourn the meeting at 8:23 p.m.

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Deborah L. Blow, Ed.D. Board Secretary

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Lizbeth Phillips, Clerk, Board of Trustees

**ORCUTT UNION SCHOOL DISTRICT  
BOARD OF TRUSTEES  
SPECIAL BOARD MEETING  
March 4, 2015**

**CALL TO ORDER**

A special meeting of the Board of Trustees of the Orcutt Union School District was held on Wednesday, March 4, 2015 beginning with Mr. Hatch calling Public Session to order at 6:00 p.m. Rob Buchanan led the Pledge of Allegiance. Members Present: Hatch, Zilli, Buchanan Phillips and Peterson. Absent: None. Administrators Present: Blow, Ochej, Nicholson and Edds. Absent: None  
It was moved by Jim Peterson, seconded by Rob Buchanan and carried to adopt the March 4, 2015 agenda, as presented. Ayes: Hatch, Peterson, Buchanan Phillips and Zilli.

**SUPERINTENDENT'S REPORT**

Dr. Edds introduced the TOSAs (Teacher's On Special Assignment), Michelle Boyd, Michele Frantz and Cathy Lake. These teachers are support to the teachers and staff in the rapidly changing field of education, especially in the adoption and implementation of the new California Common Core State Standards. They provide teachers with new strategies, resources, videos, webinars and websites. Each spoke about the challenges of teaching 21<sup>st</sup> century learning skills and how it is necessary to "think outside the box" to deliver those skills to the students. Students need to have technical, analytical and academic skills to keep up in this fast paced world.

Superintendent Blow reviewed the final draft of the Strategic Plan that the Board will be asked to adopt at the March 11, 2015 regular board meeting. She explained the steps involved in the process resulting in the final document. The Orcutt Academy High School will be beginning this same process beginning with the initial planning session on March 5<sup>th</sup>. The Board representatives will be Bob Hatch and Rob Buchanan.

**ADJOURN**

It was moved by Jim Peterson, seconded by Rob Buchanan and carried to adjourn the meeting at 7:35 p.m.

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Deborah Blow, Ed.D., Board Secretary

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Lizabeth Phillips, Clerk, Board of Trustees

**ORCUTT UNION SCHOOL DISTRICT  
BOARD OF TRUSTEES  
SPECIAL MEETING  
March 24, 2015**

**CALL TO ORDER**

A special meeting of the Board of Trustees of the Orcutt Union School District was held on Tuesday, March 24, 2015 beginning with Mr. Hatch calling Public Session to order at 12:30 p.m. Members Present: Buchanan, Hatch, Peterson, Zilli and Phillips. Also present Administrators Superintendent Deborah Blow, Lana Thomas and Susan Salucci. Rob Buchanan led the Pledge of Allegiance It was moved by Jim Peterson, seconded by Jan Zilli and carried to adopt the March 24, 2015 Agenda, as submitted. Ayes: Hatch, Peterson, Buchanan Phillips and Zilli.

**ADJOURN TO CLOSED SESSION**

It was moved by Liz Phillips, seconded by Jim Peterson and carried to adjourn the meeting to Closed Session at 12:05 p.m. Ayes: Hatch, Peterson, Buchanan Phillips and Zilli.

**RECONVENE TO PUBLIC SESSION**

The meeting reconvened to Public Session at 1:20 p.m.

**Decision in Student Disciplinary Hearing 14/15-R1**

It was moved by Jim Peterson, seconded by Jan Zilli and carried that the Board of Trustees expel Student 14/15 R-1 from all schools in the Orcutt Union School District until June 12, 2015. The Board suspended enforcement of the expulsion order. The Pupil may enroll at Lakeview Junior High School. During the term of the Suspended Expulsion order, the Pupil will be on probationary status under the conditions set forth in the Rehabilitation Plan. Ayes: 4 Noes: 1

**ADJOURN TO CLOSED SESSION**

It was moved by Jim Peterson, seconded by Jan Zilli and carried to return to Closed Session.

**RECONVENE TO PUBLIC SESSION**

The meeting reconvened to Public Session at 1:30 p.m. and Mr. Hatch reported that no action was taken in Closed Session.

**ADJOURN**

It was moved by Jan Zilli, seconded by Rob Buchanan and carried to adjourn the meeting at 1:32 p.m.

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Deborah Blow, Board Secretary

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Lizbeth Phillips, Clerk, Board of Trustees



## BUSINESS SERVICES MEMORANDUM

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

**FROM:** *MO* Marysia Ochej  
Assistant Superintendent, Business Services

**BOARD MEETING DATE:** April 15, 2015

**BOARD AGENDA ITEM:** Surplus Items

**BACKGROUND:** In accordance with Education Code Sections 39520- 39530 and BP 3260; staff has inspected the equipment turned in and recommends that the following item be declared surplus and unusable property.

Item	Description	Fixed Asset #
HP 550	HP 550 Laptop computer	003769

**RECOMMENDATION:** Staff recommends to surplus items as stated above.

**FUNDING:** N/A



# Shaw Elementary School

759 Dahlia Place  
Santa Maria, California 93455  
Orcutt Union School District  
www.aliceshawschool.net

Phone: (805) 938-8850

Fax: (805) 938-8899

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Date 02/3/15

Dr. Blow  
Superintendent &  
The Board of Trustees  
Orcutt Union School District  
501 Dyer St.  
Orcutt, CA 93455

Dear Dr. Blow and Board:

On behalf of Alice Shaw School, I am requesting that the Board of Trustees accept a donation of 3 tri-cycles for the Kindergarten playground.

This donation is being used by the Kindergarten student's on the playground. We thank Judy DalPorto and AHC Parent Participation School. We and appreciate their support.

Sincerely,

Principal

Cc: Judy DalPorto  
AHC Parent Participation School  
5105 Union Ave  
Santa Maria, CA 93454







# Shaw Elementary School

759 Dahlia Place  
Santa Maria, California 93455  
Orcutt Union School District  
www.aliceshawschool.net

Phone: (805) 938-8850

Fax: (805) 938-8899

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Date 02/3/15

Dr. Blow  
Superintendent &  
The Board of Trustees  
Orcutt Union School District  
501 Dyer St.  
Orcutt, CA 93455

Dear Dr. Blow and Board:

On behalf of Alice Shaw School, I am requesting that the Board of Trustees accept a donation of services provided by Central Coast Powder Coating valued at \$200.00.

This donation was be used to powder coat a tri-cycle that was donated to us for the Kindergarten playground. We thank Central Coast Powder Coating and appreciate their support.

Sincerely,

  
\_\_\_\_\_  
Principal

Cc: Central Coast Powder Coating  
3641 Sacramento Drive #6  
San Luis Obispo, CA 93401



ORCUTT UNION SCHOOL DISTRICT
REQUEST FOR ACCEPTANCE OF GIFT

SCHOOL: Shaw Elementary School Date: 9/9/2013

DONOR: Name: Central Coast Powder Coating
Address: 3641 Sacramento Drive #6 San Luis Obispo, CA 93401
Phone No. 805.541.0404

GIFT: Item Donated powder coating or Cash Donation \$
Designated for: Tandum Tri-cycle for Kindergarten playground
General Description:
Model No.: Condition: [X] New [X] Used
Value (estimated): \$200.00
Purpose of Gift: To make tri-cycle look new again/ tri-cycle was donated
Will gift be purchased through Business Services Office? [ ] Yes [X] No
Donor Conditions of Acceptance:

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

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

Acceptance Requested By (OUSD Staff Member): Natalie Ortega / Office Manager
Acceptance Approved By (Administrator): [Signature]
RECOMMENDATIONS: Principal or District Representative

BOARD ACTION: Date Accepted: Date Denied:

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



# Pine Grove Elementary School

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1050 E. Rice Ranch Road Santa Maria CA 93455 Phone (805) 938-8800 FAX (805) 938-8849

March 30, 2015

Dr. Debbie Blow  
Superintendent  
Orcutt Union School District  
501 Dyer  
Orcutt, CA 93455  
&  
The Board of Trustees  
Orcutt Union School District

Dear Dr. Blow and Board;

On behalf of Pine Grove School, I am requesting that the Board of Trustees accept a donation of \$250.00 from Beta Lambda Sorority. This donation will benefit Pine Grove School's library.

The generosity of Beta Lambda Sorority is greatly appreciated.

Sincerely,

*Mr. Don Hart*

Don Hart  
Principal

Beta Lambda Sorority  
c/o Mrs. Pat Yeoman  
1163 Pino Solo  
Santa Maria CA 93455



ORCUTT UNION SCHOOL DISTRICT
REQUEST FOR ACCEPTANCE OF GIFT

SCHOOL: Pine Grove Elementary Date: 3/30/2015

DONOR: Name: Beta Lambda Sorority c/o Mrs. Pat Yeoman
Address: 1163 Pino Solo, Santa Maria CA 93455
Phone No.

GIFT: Item Donated or Cash Donation \$ 250.00
Designated for: School library
General Description:
Model No.: Condition: [X] New [ ] Used
Value (estimated):
Purpose of Gift:
Will gift be purchased through Business Services Office? [ ] Yes [X] No
Donor Conditions of Acceptance:

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

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

Acceptance Requested By (OUSD Staff Member): Donna Nance, Pine Grove Librarian
Acceptance Approved By (Administrator): [Signature]
RECOMMENDATIONS: Principal or District Representative

BOARD ACTION: Date Accepted: Date Denied:

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



ORCUTT UNION SCHOOL DISTRICT
REQUEST FOR ACCEPTANCE OF GIFT

SCHOOL: Joe Nightingale Date: February 2015

DONOR: Name: Joseph and Angelina Dana
Address: 4652 Brandon Court, Orcutt, CA. 93455
Phone No. 805-937-1517

GIFT: Item Donated or Cash Donation \$ 250.00
Designated for: Field Trip
General Description: Reagan Library trip for 5th Grade Students at Joe Nightingale
Model No.: N/A Condition: [X] New [ ] Used
Value (estimated): \$250.00
Purpose of Gift: Field Trip
Will gift be purchased through Business Services Office? [ ] Yes [ ] No
Donor Conditions of Acceptance: Use towards fee's for field trip

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

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

Acceptance Requested By (OUSD Staff Member): Terry Garnica / Office Manager
Acceptance Approved By (Administrator): Julie Kozel / Principal
RECOMMENDATIONS: Principal or District Representative

BOARD ACTION: Date Accepted: Date Denied:

Please submit request to the Superintendent's Office.

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



# ORCUTT UNION SCHOOL DISTRICT

## REQUEST FOR ACCEPTANCE OF GIFT

**SCHOOL:** Joe Nightingale Date: February 2015

**DONOR:** Name: David W. Dana  
Address: 532 Dahlia Place, Santa Maria, CA. 93455  
Phone No. Unknown

**GIFT:** Item Donated \_\_\_\_\_ or Cash Donation \$ 250.00  
(Fill in if money is donated)  
Designated for: Field Trip  
General Description: Reagan Library trip for 5th Grade Students at Joe Nightingale  
Model No.: N/A Condition:  New  Used  
Value (estimated): \$250.00  
Purpose of Gift: Field Trip  
Will gift be purchased through Business Services Office?  Yes  No  
Donor Conditions of Acceptance: Use towards fee's for field trip

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

A. Will gift require installation?  Yes  No

B. What type of installation is required? N/A

C. Will donor pay installation costs?  Yes  No

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

Acceptance Requested By (OUSD Staff Member): Terry Garnica / Office Manager  
Acceptance Approved By (Administrator): Julie Kozel / Principal  
RECOMMENDATIONS: Principal or District Representative \_\_\_\_\_


BOARD ACTION: Date Accepted: \_\_\_\_\_ Date Denied: \_\_\_\_\_

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



## BUSINESS SERVICES MEMORANDUM

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

**FROM:**  Marysia Ochej  
Assistant Superintendent, Business Services

**BOARD MEETING DATE:** April 15, 2015

**BOARD AGENDA ITEM:** Approval of Agreement for Lease of Real Property between the City of Santa Maria and the Orcutt Union School District

**BACKGROUND:** The Los Alamos Public Library was built in 1966 by the County of Santa Barbara and served the Los Alamos Community until 1988. Subsequently, it converted to the Los Alamos School District as per the original agreement due to lack of funds for County libraries. The building sits on the Northeast corner of the campus on Helena Street.

In the summer of 2013 community members met with the District and requested the possibility of using the vacant building for a library once again. Thus the "Friends of the Library" (FOL) was formed upon an enthusiastic endorsement to support the project by the Orcutt Board of Trustees in August of 2013. Since that time, the FOL became an official 501(c)3 non-profit organization and has been instrumental in moving this project forward by very successful fundraising which the community whole heartedly supports. It is the intention of the FOL to continue to contribute to this community library via an agreement with the City of Santa Maria.

On May 8, 2014 a waiver was approved by the State Board of Education which allows the district to lease the property directly to the City of Santa Maria without offering the property to other users. The attached agreement is a result of many months of review by our district attorney and the City of Santa Maria attorney, in addition to the City librarian and myself, and will be approved by both governmental entities. Once the restoration of the building is completed then the agreement will be signed.

**RECOMMENDATION:** It is recommended that the Board of Trustees approve the Agreement for Lease of Real Property between the City of Santa Maria and the Orcutt Union School District.

**FUNDING:** N/A



## AGREEMENT FOR LEASE OF REAL PROPERTY

This Agreement for Lease of Real Property ("Lease") is made effective as of this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Orcutt Union School District ("District"), a public school district organized and existing pursuant to the laws of the State of California ("State"), and the City of Santa Maria ("City"), a municipal corporation organized under the laws of the State. The District and the City may hereinafter be referred to individually as "Party" and collectively as "Parties."

### RECITALS

**WHEREAS**, the District is the owner of a vacant library facility, consisting of approximately 1,275 square feet, located at Olga Reed Elementary School, 480 Centennial Street, Los Alamos, California 93440, and depicted on Exhibit A, which is attached hereto and incorporated herein by this reference ("Property"); and

**WHEREAS**, the City desires to lease from the District the Property to be used as a public library ("Project"); and

**WHEREAS**, the Property is to be refurbished and rehabilitated by the District, upon the District receiving donations and/or volunteer work from the Friends of the Los Alamos Public Library ("Friends"), a California nonprofit public-benefit corporation; and

**WHEREAS**, the City intends to fund the operation of the Project from funds it receives on an annual basis from the County of Santa Barbara as part of the "Agreement for the Operation of a County-Wide Library System (the "County Library Agreement"); and

**WHEREAS**, additional funds for operation, repair and maintenance of the Project will come from the Friends; and

**WHEREAS**, the lease of real property by public school districts generally requires a public auction, among other requirements, as provided for in Chapter 4, Part 10.5, Division 1, Title 1 of the Education Code; and

**WHEREAS**, the District obtained a waiver from the California State Board of Education ("SBE") on May 8, 2014, which exempts the District from certain requirements of Chapter 4, Part 10.5, Division 1, Title 1 of the Education Code ("Waiver"); and

**WHEREAS**, a true and correct copy of the California Department of Education's official disposition notice regarding the Waiver ("CDE Letter") is attached hereto in Exhibit B; and

**WHEREAS**, the Waiver and the CDE Letter authorize the District to directly enter into this Lease with the City without the need to hold a public auction.

**NOW, THEREFORE**, in consideration of the covenants and provisions of this Lease, the Parties agree as follows:

**ARTICLE I**  
**LEASE OF PROPERTY, TERM, TERMINATION,**  
**AND USE**

**Section 1.01 Lease.** The District hereby leases the Property to the City and the City hereby leases the Property from the District.

**Section 1.02 Lease Term.** The term of this Lease ("Lease Term") shall be twenty (20) years and commence upon the date of completion and acceptance of the refurbishment and rehabilitation of the Property by the District ("Effective Date"). Upon such completion and acceptance by the District, notice shall be provided to the City at which time the Lease Term shall be deemed to have commenced. The Lease shall expire on the 20th anniversary of the Effective Date, unless terminated under Section 1.04 below.

**Section 1.03 Renewal of Lease.** This Lease shall be automatically renewed upon the expiration of the Lease Term for a period of two (2) years ("Renewal Term"), unless either Party notifies the other in writing at least thirty (30) days prior to the expiration of the Lease Term that it wishes to terminate the Lease. This Lease shall continue to be renewed in two-year increments, utilizing the same renewal/expiration mechanism provided in this Section 1.03 and Section 1.04, for a period not to exceed ninety-nine (99) years from the Effective Date.

**Section 1.04 Termination.** This Lease shall terminate upon the earliest of any of the following events:

(a) Upon expiration of the Lease Term, or any Renewal Term, if the Lease Term or Renewal Term has not been automatically extended pursuant to Section 1.03;

(b) Upon the occurrence of an Event of Default (as defined in Section 6.01 and throughout this Lease) and the termination of this Lease by the District, the City, or any Party's successors or authorized assigns pursuant to Article VI hereof; or

(c) Upon the Property being acquired under the power of eminent domain, or in the event the building becomes uninhabitable due to an unexpected occurrence or natural disaster.

(d) At the option of the City, and upon thirty (30) days written notice, City may terminate this Lease in the event insufficient funds are provided by the County of Santa Barbara in the County Library Agreement for the City to operate a branch library in Los Alamos, or insufficient funds are provided for operation, maintenance or repair by the Friends.

**Section 1.05. Use.**

(a) The City shall use the Property exclusively to operate a public library. The City agrees to continuously and uninterrupted occupy and use the entire Property for said purpose and to provide and maintain adequate personnel on the Property for the efficient service of visitors to the library, provided however, that staffing levels, hours of operation and related operational matters shall be within the sole

discretion of the City, and also be subject to the City receiving adequate funding from the County of Santa Barbara.. The City shall not use nor permit the use of the whole or any part of the Property for any other purpose without the District's prior written consent. During the Lease Term, or any Renewal Term, the City shall not interfere with, damage, or destroy any facility, structure, or improvement made upon the District's property surrounding the Property. The City shall not encumber the Property whatsoever during the Lease Term, or any Renewal Term, or suffer to exist any new mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to the Property.

(b) The City may keep the Property open to the public at any time and on any day, provided that such operation does not: (1) interfere with the daily operation of Olga Reed Elementary School during regular school days and hours including, but not limited to, the instruction of students, participation in programs, or maintenance of facilities; and (2) violate or conflict with any federal, State, county, or local law, statute, regulation, or ordinance.

(c) The City, and the City's employees, independent contractors, agents, and representatives shall comply with all District rules, policies, or other requirements applicable to presence on District property including, but not limited to, policies regarding; (1) non-discrimination; (2) the use of drugs, alcohol, and tobacco; (3) sexual harassment; (4) the use of District technology or any copyrighted materials; (5) the use of animals on a school site, provided however, that service animals required by Library patrons as required under the Americans with Disabilities Act are permissible ; and (6) the possession of weapons or pepper spray.

(d) The District acknowledges that the City intends to offer free wireless internet access to its patrons and such wireless internet access will not be password protected. The City agrees to have the wireless internet access turned off at any time the library is closed (i.e. on applicable holidays and/or before and after operating hours). The City shall direct the wireless internet signal away from the grounds of the Olga Reed Elementary School. Moreover, the City shall filter the content of the internet to exclude the following, as established and defined in Title 20 United States Code section 6777: (i) obscene material; (ii) child pornography; and (iii) material that is harmful to minors. The City shall use a filtering system product called Open DNS, or a similar filtering product. The City shall also comply with the provisions of Title 20 United States Code section 6777(c). The City shall only act under Title 20 United States Code section 6777(c) if such requesting person is eighteen (18) years old, or older, unless the person under the age of eighteen (18) provides verifiable parental consent. In the event a violation of any part of this Section 1.05(d) occurs, the District and the City shall meet and explore mutually agreeable steps that can be taken to avoid any further violations.

## **ARTICLE II**

### **LEASE PAYMENTS**

#### **Section 2.01 Lease Payments.**

(a) **Annual Lease Payment.** In consideration of the use and possession of the Property, the City shall pay to the District, without notice or demand, on the Due Dates (as defined below), the annual lease payment in the amount of one dollar (\$1.00) per year ("Annual Lease Payment") on the Effective Date, and then again on every annual anniversary of the Effective Date thereafter ("Due Dates") until the termination or expiration of this Lease.

**ARTICLE III**  
**POSSESSION, ASSIGNMENT, AND SUBLETTING**

**Section 3.01 Use and Possession.** During the Lease Term, or any Renewal Term, and provided that the City is not in breach of the Lease, the District shall provide the City with possession of the Property for its use as a public library.

**Section 3.02 Assignment and Subletting.** This Lease shall be binding upon the Parties hereto and their respective successor agencies, if any. Notwithstanding the foregoing, neither Party shall have the right or power to assign, sublet, transfer, or otherwise substitute its interest in, or its rights or obligations pursuant to, this Lease without the prior written consent of the other Party.

**ARTICLE IV**  
**MAINTENANCE, TAXES, INSURANCE, AND OTHER CHARGES**

**Section 4.01 Maintenance and Repair.**

(a) Throughout the Lease Term, or any Renewal Term, as part of the consideration for the Lease, the City shall be responsible for the operation, repair, and maintenance of the Property. The City shall keep and maintain in good order, condition, and repair (except for reasonable wear and tear) all portions of the Property including, without limitation, any fixtures, interior walls, floors, ceilings, plumbing, glass, heating, ventilating and sewage facilities serving the Property, exterior walls, landscaping, and any sidewalk immediately adjacent to the Property. Notwithstanding the above, if the Property's roof needs to be replaced, the District shall pay for such an upgrade. It is understood by the Parties that the Friends intend to maintain the landscaping and the Parties will endeavor to have the Friends install low maintenance, low water use landscaping. Further notwithstanding the above, if, at the District's sole discretion, the District chooses to paint a mural on one of the walls of the Property, the District shall be responsible for the maintenance and repair of such wall. Finally, the Parties also understand that: (1) the Property shall be fenced off from the remainder of the Olga Reed Elementary School; and (2) the Friends shall pay for and install such a fence.

(b) The City shall make all required repairs upon demand by the District. Failure to make such repairs within thirty (30) days of the District's demand shall constitute an Event of Default by the City.

**Section 4.02 Improvements.**

(a) The City shall not erect additions or structures on the Property. Nor shall the City make or cause to be made any alterations, improvements, additions, or fixtures that affect the exterior or interior of the Property without obtaining the prior written consent of the District.

(b) For any District-approved work described in subdivision (a) of this Section, the City shall require all contractors to provide a labor and materials bond for the full amount of the contract. The City shall pay, when due, all sums of money that may be due or become due for any labor, services, materials, supplies, or equipment furnished to or for the City, in, at, upon or about the Property and which may be secured by any mechanic's, materialmen's, or other lien against the Property or the District's interest therein.

(c) All alterations, improvements, or additions that are now or in the future attached permanently to the Property shall become the property of the District and shall remain with and on the Property at the termination or expiration of this Lease, except that the District may elect within thirty (30) days of the termination or expiration of this Lease to require the City, at its cost, to remove any alterations, improvements, or additions the City has made to the Property.

**Section 4.03 Liens.** Neither the District nor the City shall directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to the Property other than as otherwise provided in this Lease. Each Party, promptly and at its own expense, shall take all such action required to duly discharge or remove any such unauthorized mortgage, pledge, lien, charge, encumbrance, or claim for which it is responsible and shall reimburse the other Party for any expense incurred by them because of the same.

**Section 4.04 Taxes & Assessments.** In the event that, for whatever reason, this Lease, or the operation of the Property as a public library, is subject to any tax or assessment, the City shall be responsible for the payment of said tax and/or assessment.

**Section 4.05 Utilities.**

(a) The City agrees to pay any and all charges for electricity, gas, heat, cooling, telephone, internet connection, and other utilities (collectively "Utilities") used in and/or on the Property. The District shall be responsible for paying any charge for water and sewer use in exchange for the District's ability to use a small amount of electricity from an outdoor receptacle on the Property. The outdoor electrical receptacle shall have a lock placed on it to limit who has access to it. The City's use of water in and around the Property shall not be excessive. The District shall have the sole discretion to determine whether such water usage is excessive and shall not unreasonably make such a determination. If the City's water usage becomes excessive, the City agrees to reimburse the District in an amount proportionate to the City's usage of water.

(b) At no cost to the City, the District shall allow the City to deposit one thirty (30) gallon bag of trash per week in the District's refuse containers. If the City generates more trash than one thirty (30) gallon bag per week, the City shall reimburse the District in an amount proportionate to the City's generation of refuse.

**Section 4.06 Required Insurance.** During the entirety of the Lease Term, or any Renewal Term, the City shall maintain in effect, the following policies of insurance, which may be provided through its participation in the Exclusive Risk Management Authority of California, a joint powers association:

(a) **General Liability Insurance.** A policy of commercial general liability insurance, written on an "occurrence" basis, providing coverage with not less than \$1,000,000 per occurrence for bodily injury, personal injury & property damage and must include a separate endorsement naming the District, its Board of Trustees ("Board"), officers, agents and employees as additional insureds ("General Liability Policy"). The General Liability Policy shall include coverage for the operation of the Property as a public library by the City, pursuant to this Lease.

(b) **Vehicle Liability Insurance.** A policy of business vehicle liability insurance, written on an "occurrence" basis, with a combined single limit of not less than \$1,000,000 per accident for

bodily injury and property damage ("Vehicle Liability Policy"). The Vehicle Liability Policy shall include coverage for owned, hired, and non-owned automobiles.

(c) Workers' Compensation Insurance. Workers' compensation insurance as required by California law and employer's liability insurance with coverage in an amount not less than \$1,000,000. Notwithstanding the insurer rating standards set forth in this Lease, coverage provided by the State Compensation Insurance Fund shall be deemed, with respect to the workers' compensation insurance, to satisfy such insurer rating standards.

**Section 4.7** Duration of Insurance. The City shall maintain the insurance required pursuant to this Lease in effect at least until the date that is two years following the termination or expiration of this Lease.

**Section 4.8** Insurer Rating Standards. Except as the District, in its sole discretion, may approve in writing, in advance, and except for insurance provided through the City's participation in the Exclusive Risk Management Authority of California, a joint powers association, the insurance policies required pursuant to this Lease shall be issued by one or more insurers licensed to do business in the State and having an A.M. Best Company rating of not less than "A" and a financial size category of "IX."

**Section 4.9** Additional Insureds. The District, the District's Board, and the District's other officers, employees, and agents, shall all be named as additional insureds, to the extent of the City's acts and omissions in connection with this Lease, on all insurance that the City is to have in effect pursuant to this Lease, excepting the workers' compensation insurance.

**Section 4.10** Waiver of Subrogation. The City hereby waives, on behalf of its insurers, any and all rights to subrogation that any such insurer may acquire by virtue of the payment of any loss. Each of the General Liability Policy and the Vehicle Liability Policy shall be endorsed with a cross-liability endorsement and a waiver of the insurer's rights of subrogation against the District. The policy of workers' compensation insurance shall be endorsed with a waiver of the insurer's rights of subrogation against the District.

**Section 4.11** Consultant Insurance is Primary. To the extent permitted by law, insurance policies required by this Lease to be maintained by the City shall be primary and non-contributing with respect to any insurance or self-insurance programs covering the District, the District's Board, or the District's other officers, employees, or agents. The General Liability Policy and the Vehicle Liability Policy shall be endorsed to provide that they are so primary and non-contributory.

**Section 4.12** Deductibles and Self-Insured Retentions. The City carries a \$250,000 self-insured retention general liability and pursuant to Government Code Section 990 the City participates in the Exclusive Risk Management Authority of California, a joint powers association which, through a memorandum of coverage, provides coverage with limits adequate to cover the limits required under this Lease.

**Section 4.13** Evidence of Coverage. The City shall provide to the District such duly-authorized and executed certificates of insurance evidencing that the insurance policies to be maintained by the City pursuant to this Lease are in effect (each a "Certificate of Insurance"), together with a copy of each endorsement to such insurance as is required pursuant to this Lease. As applicable, the Certificates of Insurance shall identify those who are additional insureds in accordance with this Lease. Not less than

thirty days prior to the expiration of any insurance policy that the City is required to maintain pursuant to this Lease, the City shall provide updated Certificates of Insurance to the District evidencing the renewal of such policy.

**Section 4.14 Notice of Change in Policies.** Each Certificate of Insurance and corresponding policy of insurance required pursuant to this Lease shall expressly require, or be endorsed to require, that the insurer notify the District not less than thirty days prior to any cancellation, termination, reduction in coverage, or expiration without renewal of any such insurance policy, except for cancellation due to non-payment of premium, in which case the insurer shall provide such notice not less than ten days prior to cancellation. Language in any Certificate of Insurance or policy of insurance to the effect that the insurer shall “endeavor” to provide such notice shall not be acceptable. Notwithstanding the above, the City shall also have the obligation to inform the District of any cancellation, termination, reduction in coverage, or expiration without renewal of any such insurance policy, as soon as is reasonably possible after learning of such event.

**Section 4.15 Review of Coverage.** The District may at any time request that the City provide a full and complete copy of any or all policies of insurance to be maintained by the City pursuant to this Lease, and the City shall provide a copy of each requested policy to the District within ten days of the District’s request. The District shall review the insurance policies, along with the Certificates of Insurance and endorsements also provided by the City, to determine whether the City’s insurance complies with the insurance-related requirements of this Lease. However, no failure by the District to conduct such review, to properly or completely conduct such review, or to identify any non-compliance with the requirements of this Article IV, shall be deemed or construed to relieve the City from any of its obligations in regard to such insurance-related requirements. Notwithstanding anything else in this Lease, any failure by the City to comply with such insurance-related requirements shall be deemed an Event of Default by the City and not as a waiver of any such insurance-related requirement.

## **ARTICLE V EMINENT DOMAIN**

**Section 5.01 Eminent Domain.** If all or any portion of the Property is taken under the power of eminent domain, this Lease shall automatically terminate.

## **ARTICLE VI DEFAULTS AND REMEDIES**

**Section 6.01 The City’s Default.** The occurrence of any of the following shall constitute a material default (“Event of Default”) and the failure to cure same within the grace period specified herein, if any, shall constitute a breach of this Lease by the City:

(a) Any failure by the City to pay the Annual Lease Payments or to make any other payment required to be made by the City hereunder, where such failure continues for ten (10) business days after written notice thereof by the District to the City. Any such notice shall be in addition to, any notice required under Section 1161 et seq. of the California Code of Civil Procedure.

(b) Abandonment and vacation of the Property (failure to occupy and operate the Property for 14 consecutive days shall be deemed an abandonment and vacation).

(c) Any failure by the City to observe and perform any other provision of this Lease to be observed or performed by the City, where such failure continues for thirty (30) calendar days (except where a different period of time is specified in this Lease) after written notice by the District to the City; provided, however, that any such notice shall be in addition to, any notice required under Section 1161 et seq. of the California Code of Civil Procedure, if applicable. If the nature of such default is such that the same cannot reasonably be cured within such thirty (30) day period, financial inability excepted, the City shall not be deemed to be in default if the City shall, within such period commence, such cure and thereafter diligently prosecute the same to completion. In the event of the City's failure to maintain any insurance called for under this Lease, the District may procure same at the City's expense which right may be exercisable immediately without notice, grace period, or right to cure after which the District at its election may, upon the ten-day written notice described in subparagraph (a) above, require either reimbursement to the District of such sums expended by the District in procuring insurance or, in the event the District has not procured said insurance, require the City to procure same, and the City's failure to pay or perform shall constitute a material breach and default hereunder.

**Section 6.02 Remedies.** In the event of any uncured Event of Default by the City, then, in addition to any other remedies available to the District by statute, at law, or in equity, all of which shall be deemed to be cumulative and non-exclusive, the District shall have the immediate option to terminate this Lease and all rights of the City hereunder by giving the City written notice of such election to terminate.

**Section 6.03 Late Charges.** If the City fails to pay, when the same is due and payable, any Annual Lease Payment or any other charges or amounts hereunder, the City shall pay to the District a late payment charge in the amount of ten percent (10%) per annum or the legal rate, whichever is less. This provision for a late payment charge shall be in addition to all of the District's other rights and remedies under this Lease or at law or in equity, and shall not be construed as liquidated damages or as limiting the District's remedies in any manner.

**Section 6.04 The District's Default.** The District shall not be in default unless the District fails to perform obligations required of the District within a reasonable time, but in no event later than thirty (30) days after written notice by the City to the District specifying wherein the District has failed to perform such obligations; provided, however, that if the nature of the District's obligation is such that more than thirty (30) days are required for performance then the District shall not be in default if the District commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. Upon any such default, the City's remedy shall be limited exclusively to the right to terminate this Lease.

## **ARTICLE VII** **SURRENDER OF PREMISES**

**Section 7.01** Upon the expiration of the Lease Term, any Renewal Term, or upon any termination of this Lease, the City shall quit and surrender possession of the Property to the District in the order and condition as was provided to the City, or as the Property is hereafter improved by the City pursuant to this Lease, reasonable wear and tear excepted.

## **ARTICLE VIII** **MISCELLANEOUS PROVISIONS**



**Section 8.01** **Incorporation of Exhibits and Recitals.** All exhibits and recitals contained herein, attached hereto, and/or referred to herein, are incorporated in this Lease as though fully set forth in the body hereof.

**Section 8.02** **Holding Over.** If the City holds over after the termination of this Lease, or any expiration of the Lease Term or any Renewal Term, with or without the express or implied consent of the District, such tenancy shall be from month-to-month only, and not a renewal hereof or any extension for any further term. In such an instance of holdover, the City shall pay a monthly rental rate equal to the then current fair market value for similar property ("FMV"). The FMV rental rate shall be determined as of the first day after any expiration or termination of this Lease becomes effective. The month-to-month tenancy contemplated in this Section shall be subject to every other term, covenant, and agreement contained herein.

**Section 8.03** **Notices.** All notices, requests, demands, and other communications given or required to be given under this Lease shall be in writing, duly addressed to the parties as follows:

To the District: Orcutt Union School District  
Attn: Assistant Superintendent of Business Services  
500 Dyer St.  
Orcutt, California 93455

With a copy to: Bowie, Arneson, Wiles & Giannone  
4920 Campus Drive  
Newport Beach, California 92660  
Attn: Wendy H. Wiles and Jeffrey Frey

To the City: Mary Housel, City Librarian  
Santa Maria Public Library  
421 S. McClelland St  
Santa Maria, California 93454

Each such notice, demand, approval, consent, or other communication shall be deemed effective and given (i) five (5) business days after deposit in the United States mail within the State of California, if sent by certified mail with postage prepaid, return receipt requested, or (ii) upon receipt if delivered or sent in any other way (in that regard, the transmittal confirmation receipt produced by the tele-copier machine of the sending party shall be prima facie evidence of receipt of a notice by telecopy). The Parties hereby agree that notices may be given hereunder by the Parties' respective counsel and that, if any communication is to be given hereunder by the District's or the City's counsel, such counsel may communicate directly with all principals as required to comply with the provisions of this Section.

**Section 8.04** **Further Documents and Acts.** Each of the Parties hereto agrees to cooperate in good faith with each other, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Lease.

**Section 8.05** **Waiver.** The waiver by either Party hereto of any breach of any term, covenant, or condition herein contained shall not be deemed a waiver of such term, covenant, or condition as to any subsequent breach of the same or any other term, covenant, or condition herein contained. The

subsequent acceptance of the Annual Lease Payment by the District shall not be deemed to be a waiver of any preceding breach by the City of any term, covenant, or condition of this Lease, other than the failure of the City to pay the particular rental so accepted, regardless of the District's knowledge of such preceding breach at the time of acceptance of such rent.

**Section 8.06** **Not for Benefit-of Third Parties.** This Lease and every provision hereof is for the exclusive benefit of the Parties to this Lease and not for the benefit of any third party.

**Section 8.07** **Governing Law.** This Lease shall be construed in accordance with the laws of the State of California.

**Section 8.08** **Headings and References.** The headings of this Lease are for purposes of reference only and shall not limit or define the meaning of the provisions of this Lease. All uses of the words "Article(s)" and "Section(s)" in this Lease are references to articles and sections of this Lease, unless otherwise specified.

**Section 8.09** **Severability.** If any Article, Section, paragraph, sentence, clause or phrase contained in this Lease shall become illegal, null or void, or against public policy, for any reason, or shall be held by a court of competent jurisdiction to be illegal, null or void, or against public policy, the remaining Articles, Sections, paragraphs, sentences, clauses or phrases contained in this Lease shall not be affected thereby.

**Section 8.10** **Counterparts.** This Lease may be executed in any number of counterparts each of which shall be an original but all of which shall constitute one and the same instrument.

**Section 8.11** **Entire Lease.** This Lease is the entire agreement between the parties hereto with respect to the Lease and the Property, and supersedes all prior agreements between the Parties hereto with respect thereto. This Lease may not be altered, amended, changed, terminated, or modified in any respect or particular, unless the same shall be in writing herein. No claims of waiver, consent, or acquiescence with respect to any provision of this Lease shall be made against either Party, except based on a written instrument executed by such Party.

**Section 8.12** **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all remedies at law or in equity.

**Section 8.13** **Interest.** Interest at ten percent (10%) per annum or the legal rate, whichever is less, compounded annually, shall accrue upon any payment required to be made by the City hereunder from the date the payment is due to the date the payment is made.

**Section 8.14** **Indemnification.** Notwithstanding any other provision or Section in this Lease, the City, and its contractors, agents, employees, and authorized assigns, shall indemnify and defend the District, the District's successors, the District's Board, and the District's other officers, employees, and agents (collectively, excepting the District, "District Agents"), and otherwise hold the District and the District Agents harmless from any claim, suit, or action subsequently initiated or brought against the District or the District Agents, including actions brought by third parties relating to the actions and/or omissions of the City, or the City's contractors, agents, employees, and authorized assigns, in connection with this Lease.

Notwithstanding any other provision or Section in this Lease, the District, and its contractors, agents, employees, and authorized assigns, shall indemnify and defend the City, the City's successors, the City Council, and the City's other officers, employees, and agents (collectively, excepting the City, "City Agents"), and otherwise hold the City and the City Agents harmless from any claim, suit, or action subsequently initiated or brought against the City or the City Agents, including actions brought by third parties relating to the actions and/or omissions of the District, or the District's contractors, agents, employees, and authorized assigns, in connection with this Lease.

**Section 8.15** **Due Authority.** Each person signing this Lease on behalf of a Party represents and warrants that he or she has been duly authorized by such Party to sign, and thereby bind such Party to, this Lease.

**IN WITNESS WHEREOF**, this Lease has been executed by the Parties as of the Effective Date which for all purposes shall be considered to be the date of this Lease.

**CITY OF SANTA MARIA**

By: \_\_\_\_\_  
\_\_\_\_\_

**ORCUTT UNION SCHOOL DISTRICT**

By: \_\_\_\_\_  
Dr. Deborah Blow, Superintendent

**\*PLEASE HAVE SIGNATURES NOTARIZED\***

**Approved as to Form:**

CITY OF SANTA MARIA

BOWIE, ARNESON, WILES & GIANNONE  
Attorneys for the Orcutt Union School

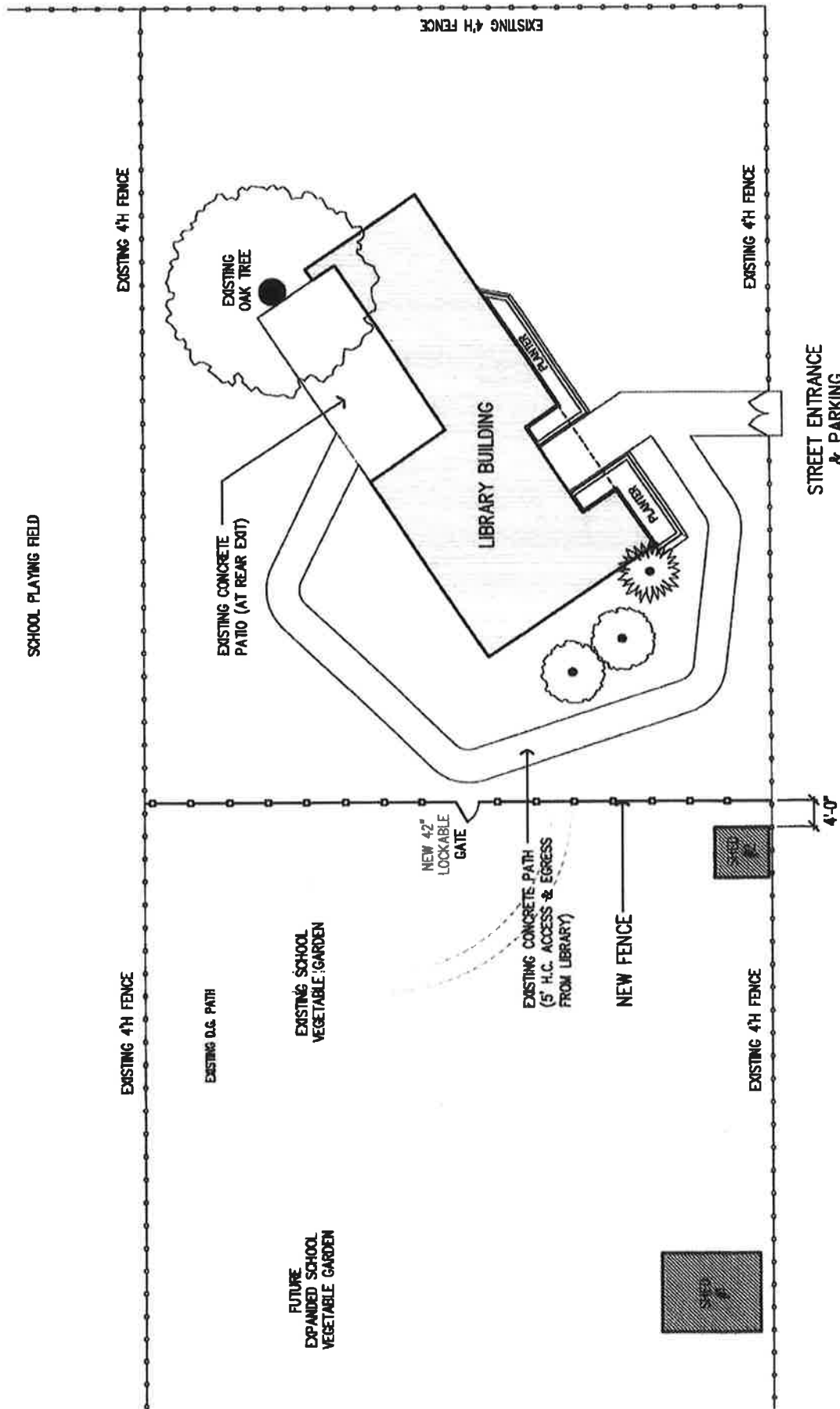
By: \_\_\_\_\_  
Gil Trujillo, City Attorney

By: \_\_\_\_\_  
Jeffrey W. Frey



**Exhibit A**

***Depiction of the Property  
(Exhibit to begin on the next page)***



**Exhibit B**

***The California Department of Education's Official Disposition Notice  
(Exhibit to begin on the next page)***



CALIFORNIA  
DEPARTMENT OF  
EDUCATION

**TOM TORLAKSON**  
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

May 21, 2014

Received  
5/21/14

Marysia Ochej  
Orcutt Union Elementary School District  
500 Dyer St.  
Orcutt, CA 93455

Dear Ms. Ochej:

This letter serves as the official disposition notice of the waiver request submitted for consideration at the State Board of Education (SBE) meeting on May 8, 2014.

**Waiver #:** 99-2-2014-W-08      **Period of Request:** 5/1/2014 to 5/1/2016

**EC Section:** 7472, 17473, and 17474, and portions of sections 17388, 17455, 17466, 17468, 17469, 17471, 17475, 17476, 17477, 17478  
**EC Authority:** 33050(a)

**Title:** Request by Orcutt Union Elementary School District to waive California Education Code sections 17472, 17473, and 17474, and portions of sections 17388, 17455, 17466, 17468, 17469, 17471, 17475, 17476, 17477, 17478 which will allow the district to lease the property directly to the City of Santa Maria without offering the property to other users, library facility at Olga Reed Elementary School.

**Disposition:** Approved: that the proposal the Orcutt Union ESD, governing board determine to be most desirable shall be selected within 30 to 60 days of the public meeting when the proposals are received, and the reasons for those determinations shall be discussed in public session and included in the minutes of the meeting.

If you have any questions about this waiver request or need further assistance with waiver requests to the SBE, please call the California Department of Education Waiver Office at 916-319-0824.

Sincerely,

*Christine Plumb-Gordon*

Christine Gordon, Consultant  
Waiver Office

CPG:lm





# BUSINESS SERVICES MEMORANDUM

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

FROM: MNO Marysia Ochej  
Assistant Superintendent, Business Services

BOARD MEETING DATE: April 15, 2015

BOARD AGENDA ITEM: Pine Grove and OAHS Stages

BACKGROUND: We have been replacing stages in the District due to their age and poor condition. The last sites that needed new stages are Pine Grove and Orcutt Academy High school. The District has an obligation to provide to the Charter the same facilities that are at our regular schools. Additionally, we are purchasing a ramp, should any school site need ADA access in the future.

Mr. Scott Stearns, Director of MOT, has provided three (3) quotes and we are able to receive the same stages that we have been purchasing at a bit reduced from our last purchase. The quotes including tax and shipping are as follows.

Vendor	Model	Quote
The Stage Depot	Series 1800	49,845.84
Sierra School Equipment	Series 1800	61,823.41
SICO	Series 1800	78,446.61

RECOMMENDATION: It is recommended that the Board of Trustees approve The Stage Depot proposal in the amount of \$49,845.84.

FUNDING: General Fund



## Educational Services

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

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**TO:** Dr. Deborah Blow, Superintendent

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

**BOARD MEETING DATE:** April 15, 2015

**BOARD AGENDA ITEM:** Board Policy 5131.2

### BULLYING

**BACKGROUND:** Optional policy updated to provide for an informal, site-level reporting process leading to investigation of any bullying complaint pursuant to the uniform complaint procedures and to clarify when suspension and expulsion may be used as corrective action for a student who commits an act of bullying.

**RECOMMENDATION:** It is recommended that the Board of Trustees approve the proposed revisions to BP 5131.2.

**FUNDING:** No funding implications.

## Students

### BULLYING

The Board of Trustees recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No student **individual** or group of students shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, **retaliate**, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel.

*(cf. 5131 - Conduct)*

*(cf. 5136 - Gangs)*

*(cf. 5145.3 - Nondiscrimination/Harassment)*

*(cf. 5145.7 - Sexual Harassment)*

*(cf. 5145.9 - Hate-Motivated Behavior)*

Cyberbullying includes the transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

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

Strategies for **addressing** bullying ~~prevention and intervention in district schools~~ may be developed with involvement of key stakeholders, **including students, parents/guardians, and staff, and may be incorporated into the comprehensive safety plan, the local control and accountability plan, and other applicable district and school plans** ~~in accordance with law, Board policy, and administrative regulation governing the development of comprehensive safety plans and may be incorporated into such plans.~~

*(cf. 0420 - School Plans/Site Councils)*

*(cf. 0450 - Comprehensive Safety Plan)*

*(cf. 0450 - Local Control and Accountability Plan)*

*(cf. 1220 - Citizen Advisory Committees)*

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

*(cf. 6020 - Parent Involvement)*

**As appropriate, the Superintendent or designee may collaborate with law enforcement, courts, social services, mental health services, other agencies, and community organizations in the development and implementation of joint strategies to promote safety in schools and the community and to provide services for alleged victims and perpetrators of bullying.**

*(cf. 1020 - Youth Services)*

### Bullying Prevention

To the extent possible, district and school strategies shall focus on prevention of bullying by establishing clear rules for student conduct and **implementing** strategies to ~~establish~~ **promote** a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for perpetrators of bullying.

*(cf. 5137 - Positive School Climate)*

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

**As appropriate**, the district may provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

*(cf. 6142.8 - Comprehensive Health Education)*

*(cf. 6142.94 - History-Social Science Instruction)*

*(cf. 6163.4 - Student Use of Technology)*

School staff shall receive information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies.

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, cafeterias.

## **Intervention**

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

School staff who witness bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

As **When appropriate based on the severity or pervasiveness of the bullying**, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators **and may contact law enforcement**. ~~He/she also may involve school counselors, mental health counselors, and/or law enforcement.~~

## **Complaints and Investigation**

~~Students may submit to a teacher or administrator a verbal or written complaint of conduct they consider to be bullying. Complaints of bullying shall be investigated and resolved in accordance with site-level grievance procedures specified in AR 1312.3 - Uniform Complaint Procedures.~~

**Any complaint of bullying, whether it is discriminatory or nondiscriminatory, shall be investigated and resolved in accordance with law and the district's uniform complaint procedures**

specified in AR 1312.3 - Uniform Complaint Procedures.

*(cf. 1312.3 - Uniform Complaint Procedures)*

~~When a student is reported to be engaging in bullying off campus, the Superintendent or designee shall investigate and document the activity and shall identify specific facts or circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted student's educational performance.~~

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated. When a student uses a social networking site or service to bully or harass another student, the Superintendent or designee shall file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

When a report of bullying is submitted, the principal or a district compliance officer shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with AR 1312.3. The student who is the alleged victim of the bullying shall be given an opportunity to describe the incident, identify witnesses who may have relevant information, and provide other evidence of bullying.

## **Discipline**

~~Any student who engages in bullying on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance, shall be subject to discipline, which may include suspension or expulsion, in accordance with district policies and regulations.~~

Corrective actions for a student who commits an act of bullying of any type may include counseling, behavioral intervention and education, and, if the behavior is severe or pervasive as defined in Education Code 48900, may include suspension or expulsion in accordance with district policies and regulations.

*(cf. 5138 - Conflict Resolution/Peer Mediation)*

*(cf. 5144 - Discipline)*

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

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

*(cf. 6159.4 - Behavioral Interventions for Special Education Students)*

Any employee who permits or engages in bullying or retaliation related to bullying shall be subject to disciplinary action, up to and including dismissal.

*(cf. 4117.3 - Dismissal)*

*(cf. 4118 - Suspension/Disciplinary Action)*

*(cf. 4119.21/4219.21/4319.21 - Professional Standards)*

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

*Legal Reference:*

*EDUCATION CODE*

*200-262.4 Prohibition of discrimination*

*32282 Comprehensive safety plan*

*32283.5 Bullying; online training*

35181 Governing board policy on responsibilities of students

35291-35291.5 Rules

48900-48925 Suspension or expulsion

48985 Translation of notices

52060-52077 Local control and accountability plan

PENAL CODE

422.55 Definition of hate crime

647 Use of camera or other instrument to invade person's privacy; misdemeanor

647.7 Use of camera or other instrument to invade person's privacy; punishment

653.2 Electronic communication devices, threats to safety

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

UNITED STATES CODE, TITLE 47

254 Universal service discounts (e-rate)

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

110.25 Notification of nondiscrimination on the basis of age

COURT DECISIONS

*Wynar v. Douglas County School District*, (2013) 728 F.3d 1062

*J.C. v. Beverly Hills Unified School District*, (2010) 711 F.Supp.2d 1094

*Lavine v. Blaine School District*, (2002) 279 F.3d 719

Management Resources:

CSBA PUBLICATIONS

*Final Guidance: AB 1266, Transgender and Gender Nonconforming Students, Privacy, Programs, Activities & Facilities, Legal Guidance, March 2014*

*Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014*  
*Addressing the Conditions of Children: Focus on Bullying, Governance Brief, December 2012*

*Addressing the Conditions of Children: Focus on Bullying, Governance Brief, December 2012*

*Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011*

*Providing a Safe, Nondiscriminatory School Environment for All Students, Policy Brief, April 2010*

*Building Healthy Communities: A School Leaders Guide to Collaboration and Community Engagement, 2009*

*Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007*

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

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

*Bullying at School, 2003*

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

*Dear Colleague Letter: Bullying of Students with Disabilities, August 2013*

*Dear Colleague Letter: Harassment and Bullying, October 2010*

WEB SITES

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

California Cybersafety for Children: <http://www.cybersafety.ca.gov>

California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/lss>

Center for Safe and Responsible Internet Use: <http://cyberbully.org>

National School Boards Association: <http://www.nsba.org>

Common Sense Media: <http://www.common Sense Media.org>

National School Safety Center: <http://www.schoolsafety.us>

ON[the]LINE, digital citizenship resources: <http://www.onthelineca.org>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

Policy Adopted: ~~09/11/2013~~ 4/15/2015

ORCUTT UNION SCHOOL DISTRICT  
Orcutt, California



## Educational Services

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

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**TO:** Dr. Deborah Blow, Superintendent

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

**BOARD MEETING DATE:** April 15, 2015

**BOARD AGENDA ITEM:** Board Policy 5141.4

### CHILD ABUSE PREVENTION AND REPORTING

**BACKGROUND:** Policy updated to reflect new law (AB 2016) which authorizes districts to provide students with instruction in sexual abuse and sexual assault awareness, new law (AB 2560) which requires applicants for a new or renewed credential to sign a statement that they understand their obligations as mandated reporters, and new law (AB 1432) which mandates staff training regarding the duties of mandated reporters.

**RECOMMENDATION:** It is recommended that the Board of Trustees approve the proposed revisions to BP 5141.4.

**FUNDING:** No funding implications.

## Students

### CHILD ABUSE PREVENTION AND REPORTING

#### Child Abuse Prevention

The Board of Trustees recognizes the district's responsibility to educate students about the dangers of child abuse so that they will acquire the skills and techniques needed to identify unsafe situations and to react appropriately and promptly. **is committed to supporting the safety and well-being of district students and desires to facilitate the prevention of and response to child abuse and neglect. The Superintendent or designee shall develop and implement strategies for preventing, recognizing, and promptly reporting known or suspected child abuse and neglect.**

~~The district's instructional program shall include age-appropriate and culturally sensitive child abuse prevention curriculum. This curriculum shall explain students' right to live free of abuse, inform them of available support resources, and teach them how to obtain help and disclose incidents of abuse. The curriculum also shall include training in self-protection techniques.~~

~~(cf. 6143—Courses of Study)~~

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

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

~~(cf. 1020—Youth Services)~~

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

#### Child Abuse Reporting

~~The Board recognizes that child abuse has severe consequences and that the district has a responsibility to protect students by facilitating the prompt reporting of known and suspected incidents of child abuse. The Superintendent or designee shall establish procedures for the identification and reporting of such incidents in accordance with law.~~

~~(cf. 4119.21/4219.21/4319.21 - Professional Standards)~~

~~(cf. 5145.7 - Sexual Harassment)~~

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



(cf. 0450 - Comprehensive Safety Plan)

~~District~~ employees who are mandated reporters, as defined by law and administrative regulation, are obligated to report all known or suspected incidents of child abuse and neglect. ~~Mandated reporters shall not investigate any suspected incidents but rather shall cooperate with agencies responsible for investigating and prosecuting cases of child abuse and neglect.~~

The Superintendent or designee shall provide training regarding the reporting duties of mandated reporters.

~~In the event that training is not provided to mandated reporters, the Superintendent or designee shall report to the California Department of Education the reasons that such training is not provided. (Penal Code 11165.7)~~

*Legal Reference:*

EDUCATION CODE

32280-32288 Comprehensive school safety plans

**33195 Heritage schools, mandated reporters**

33308.1 Guidelines on procedure for filing child abuse complaints

**44252 Teacher credentialing**

44690-44691 Staff development in the detection of child abuse and neglect

44807 Duty concerning conduct of students

48906 Notification when student released to peace officer

48987 Dissemination of reporting guidelines to parents

49001 Prohibition of corporal punishment

51220.5 Parenting skills education

**51900.6 Sexual abuse and sexual assault awareness and preventions**

PENAL CODE

152.3 Duty to report murder, rape, or lewd or lascivious act

273a Willful cruelty or unjustifiable punishment of child; endangering life or health

288 Definition of lewd or lascivious act requiring reporting

11164-11174.4 Child Abuse and Neglect Reporting Act

WELFARE AND INSTITUTIONS CODE

15630-15637 Dependent adult abuse reporting

CODE OF REGULATIONS, TITLE 5

4650 Filing complaints with CDE, special education students

UNITED STATES CODE, TITLE 42

**11434a McKinney-Vento Homeless Assistance Act; definitions**

COURT DECISIONS

**Camreta v. Greene (2011) 131 S.Ct. 2020**

*Management Resources:*

~~CDE LEGAL ADVISORIES~~

~~0514.93 Guidelines for parents to report suspected child abuse~~

**CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**

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

**Health Framework for California Public Schools, Kindergarten Through Grade Twelve**

WEB SITES

~~California Attorney General's Office, Crime and Violence Prevention Center: <http://safestate.org>~~

**California Attorney General's Office, Suspected Child Abuse Report Form:**

**[http://www.ag.ca.gov/childabuse/pdf/ss\\_8572.pdf](http://www.ag.ca.gov/childabuse/pdf/ss_8572.pdf)**

**California Department of Education, Safe Schools: <http://www.cde.ca.gov/ls/ss/ap>**

California Department of Social Services, Children and Family Services Division:

<http://www.childsworld.ca.gov>

U.S. Department of Health and Human Services, National Clearinghouse on Child Abuse and Neglect  
Information: <http://nccanch.aef.hhs.gov> Child Welfare Information Gateway:

<https://www.childwelfare.gov/can>

Policy Adopted: ~~10/15/08~~ 4/15/2015

ORCUTT UNION SCHOOL DISTRICT  
Orcutt, California



## Educational Services

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

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**TO:** Dr. Deborah Blow, Superintendent

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

**BOARD MEETING DATE:** April 15, 2015

**BOARD AGENDA ITEM:** Board Policy 5144.1

### SUSPENSION AND EXPULSION/DUE PROCESS

**BACKGROUND:** Mandated policy updated to reflect new law (AB 420) which prohibits districts from expelling any student and from suspending students in grades K-3, for disruption or willful defiance as the only reason.

**RECOMMENDATION:** It is recommended that the Board of Trustees approve the proposed revisions to BP 5144.1.

**FUNDING:** No funding implications.

**SUSPENSION AND EXPULSION/DUE PROCESS**

The Board of Trustees desires to provide district students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. The Board shall develop rules and regulations setting the standards of behavior expected of district students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.

*(cf. 5131 - Conduct)*  
*(cf. 5131.1 - Bus Conduct)*  
*(cf. 5131.2 - Bullying)*

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be only those specified in law and the accompanying administrative regulation.

Except when otherwise permitted by law, a student may be suspended or expelled only when his/her behavior is related to a school activity or school attendance occurring within any district school or other school district, regardless of when it occurs, including, but not limited to, the following: (Education Code 48900(s))

1. While on school grounds
2. While going to or coming from school
3. During the lunch period, whether on or off the school campus

*(cf. 5112.5 - Open/Closed Campus)*

4. During, going to, or coming from a school-sponsored activity

District staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, equally, and in accordance with the district's nondiscrimination policies.

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

**Appropriate Use of Suspension and Expulsion**

Except when a student commits an act that violates Education Code 48900(a)-(e), **as listed in items #1-5 under "Grounds for Suspension and Expulsion: Grades K-12" of the accompanying administrative regulation**, or his/her presence causes a danger to others, suspension shall be used only when other means of correction have failed to bring about proper conduct. **(Education Code 48900.5, 48900.6)**

(cf. 1020 - Youth Services)  
(cf. 5144 - Discipline)  
(cf. 6164.2 - Guidance/Counseling Services)  
(cf. 6164.5 - Student Success Teams)

~~Except when a student commits an act listed in Education Code 48915(e), the Superintendent or designee shall have the discretion to determine whether to recommend to the Board that the student be expelled.~~

~~(cf. 5131.7 – Weapons and Dangerous Instruments)~~

~~To correct the behavior of any student who is subject to discipline, the Superintendent or designee shall, to the extent allowed by law, first use alternative disciplinary strategies specified in AR 5144 – Discipline. (Education Code 48900.5, 48900.6)~~

~~District staff shall not suspend any student for disruption or willful defiance, unless the suspension is warranted by documented repetitive behavior of the student or the disruption or willful defiance occurred in conjunction with another violation for which the student may be suspended.~~

No student in grades K-3 may be suspended for disruption or willful defiance, except by a teacher pursuant to Education Code 48910. (Education Code 48900)

### **Authority to Expel**

A student may be expelled only by the Board. (Education Code 48918(j))

As required by law, the Superintendent or principal shall recommend expulsion and the Board shall expel any student found to have committed any of the following "mandatory recommendation and mandatory expulsion" acts at school or at a school activity off school grounds: (Education Code 48915)

1. Possessing a firearm which is not an imitation firearm, as verified by a certificated employee, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence

(cf. 5131.7 - Weapons and Dangerous Instruments)

2. Selling or otherwise furnishing a firearm

3. Brandishing a knife at another person

4. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058

5. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committing a sexual battery as defined in Penal Code 243.4

## 6. Possessing an explosive as defined in 18 USC 921

For all other violations listed in the accompanying administrative regulation under "Grounds for Suspension and Expulsion: Grades K-12" and "Additional Grounds for Suspension and Expulsion: Grades 4-12," the Superintendent or principal shall have the discretion to recommend expulsion of a student. If expulsion is recommended, the Board shall order the student expelled only if it makes a finding of either or both of the following: (Education Code 48915(b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct
2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

A vote to expel a student shall be reported out in a public session.

The Board may vote to suspend the enforcement of the expulsion order pursuant to the requirements of law and the accompanying administrative regulation. (Education Code 48917)

No student shall be expelled solely for disruption or willful defiance. (Education Code 48900)

### **Student Due Process**

The Board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law.

The Superintendent or designee shall comply with procedures for notices, hearings, and appeals as specified in law and administrative regulation. (Education Code 48911, 48915, 48915.5, 48918)

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

### ~~Decision Not to Enforce Expulsion Order~~

~~Upon voting to expel a student, the Board may suspend enforcement of the expulsion order pursuant to the requirements of law and administrative regulation. (Education Code 48917)~~

### **Maintenance and Monitoring of Outcome Data**

The Superintendent or designee shall annually present to the Board a report of the outcome data which the district is required to collect pursuant to Education Code 48900.8 and 48916.1, including the number of students recommended for expulsion, the grounds for each recommended expulsion, the actions taken by the Board, the types of referral made after each expulsion, and the disposition of the students after the expulsion period.

The report shall be disaggregated by school and by numerically significant student subgroups, including, but not limited to, ethnic subgroups, socioeconomically disadvantaged students,

English learners, foster youth, and students with disabilities. The report also shall include information about whether and how the district is meeting its goals for improving school climate as specified in its local control and accountability plan.

*(cf. 0460 - Local Control and Accountability Plan)*

**Legal Reference:**

**EDUCATION CODE**

212.5 Sexual harassment

233 Hate violence

1981 Enrollment of students in community school

17292.5 Program for expelled students

32261 Interagency School Safety Demonstration Act of 1985

35145 Open board meetings

35146 Closed sessions (re suspensions)

35291 Rules (for government and discipline of schools)

35291.5 Rules and procedures on school discipline

48645.5 Readmission; contact with juvenile justice system

48660-48667 Community day schools

48853.5 Foster youth

48900-48927 Suspension and expulsion

48950 Speech and other communication

48980 Parental notifications

49073-49079 Privacy of student records

52060-52077 Local control and accountability plan

**CIVIL CODE**

47 Privileged communication

48.8 Defamation liability

**CODE OF CIVIL PROCEDURE**

1985-1997 Subpoenas; means of production

**GOVERNMENT CODE**

11455.20 Contempt

54950-54963 Ralph M. Brown Act

**HEALTH AND SAFETY CODE**

11014.5 Drug paraphernalia

11053-11058 Standards and schedules

**LABOR CODE**

230.7 Discharge or discrimination against employee for taking time off to appear in school on behalf of a child

**PENAL CODE**

31 Principal of a crime, defined

240 Assault defined

241.2 Assault fines

242 Battery defined

243.2 Battery on school property

243.4 Sexual battery

245 Assault with deadly weapon

245.6 Hazing

261 Rape defined

266c Unlawful sexual intercourse

286 Sodomy defined

288 Lewd or lascivious acts with child under age 14

288a Oral copulation

289 Penetration of genital or anal openings

417.27 Laser pointers

422.55 Hate crime defined  
422.6 Interference with exercise of civil rights  
422.7 Aggravating factors for punishment  
422.75 Enhanced penalties for hate crimes  
626.2 Entry upon campus after written notice of suspension or dismissal without permission  
626.9 Gun-Free School Zone Act of 1995  
626.10 Dirks, daggers, knives, razors or stun guns  
868.5 Supporting person; attendance during testimony of witness

WELFARE AND INSTITUTIONS CODE

729.6 Counseling

UNITED STATES CODE, TITLE 18

921 Definitions, firearm

UNITED STATES CODE, TITLE 20

1415(K) Placement in alternative educational setting

7151 Gun free schools

COURT DECISIONS

*T.H. v. San Diego Unified School District* (2004) 122 Cal. App. 4th 1267

*Woodbury v. Dempsey* (2003) 108 Cal. App. 4th 421

*Board of Education of Sacramento City Unified School District v. Sacramento County Board of Education and Kenneth H.*, (2001) 85 Cal.App.4th 1321

*Garcia v. Los Angeles Board of Education* (1991) 123 Cal.App.3d 807

*Fremont Union High School District v. Santa Clara County Board* (1991) 235 Cal. App. 3d 1182

*John A. v. San Bernardino School District* (1982) 33 Cal. 3d 301

ATTORNEY GENERAL OPINIONS

84 Ops.Cal.Atty.Gen 146 (2001)

80 Ops.Cal.Atty.Gen 348 (1997)

80 Ops.Cal.Atty.Gen. 91 (1997)

80 Ops.Cal.Atty.Gen. 85 (1997)

Management Resources:

CSBA PUBLICATIONS

*Safe Schools: Strategies for Governing Boards to Ensure Student Success*, 2011

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

*Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline*, January 2014

WEB SITES

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

California Attorney General's Office: <http://www.oag.state.ca.us>

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

U.S. Department of Education, Office for Civil Rights: <http://ed.gov/about/offices/list/ocr/docs/crdc-2012-data-summary.pdf>

U.S. Department of Education, Office of Safe and Drug-Free Schools: <http://www.ed.gov/about/offices/list/osdfs>

Policy Adopted: ~~09/10/2014~~ 4/15/2015

ORCUTT UNION SCHOOL DISTRICT  
Orcutt, California





## Educational Services

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

---

**TO:** Dr. Deborah Blow, Superintendent

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

**BOARD MEETING DATE:** April 15, 2015

**BOARD AGENDA ITEM:** Board Policy 5145.3

### NONDISCRIMINATION/HARASSMENT

**BACKGROUND:** Mandated policy revised to specify that discrimination includes a disparate treatment and to provide for an informal, site-level reporting process leading to investigation pursuant to the uniform complaint procedures.

**RECOMMENDATION:** It is recommended that the Board of Trustees approve the proposed revisions to BP 5145.3.

**FUNDING:** No funding implications.

**NONDISCRIMINATION/HARASSMENT**

The Board of Trustees desires to provide a safe school environment that allows all students equal access and opportunities in the district's academic and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, harassment, intimidation and bullying of any student based on the student's actual race, color, ancestry, national origin, **nationality, ethnicity**, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, or gender expression, ~~the perception of one or more of such characteristics~~; or association with a person or group with one or more of these actual or perceived characteristics.

This policy shall apply to all acts related to school activity or to school attendance occurring within a district school. (Education Code 234.1)

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

*(cf. 5131 - Conduct)*

*(cf. 5131.2 - Bullying)*

*(cf. 5137 - Positive School Climate)*

*(cf. 5145.9 - Hate-Motivated Behavior)*

*(cf. 5146 - Married/Pregnant/Parenting Students)*

*(cf. 6164.6 - Identification and Education Under Section 504)*

**Prohibited Unlawful** discrimination, **including discriminatory** harassment, intimidation or bullying includes physical, verbal, nonverbal, or written conduct based on one of the categories listed ~~above that~~ **Unlawful discrimination also shall include the creation of a hostile environment when the prohibited conduct** is so severe and 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 the 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.**

The Board also prohibits any form of retaliation against any ~~student~~ **individual** who files **or otherwise participates in the filing or investigation of** a complaint or report regarding an incident of discrimination, ~~harassment, intimidation or bullying~~. **Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.**

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. He/she shall provide training and 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 educational program. He/she shall report his/her findings and recommendations to the Board after each review.

*(cf. 1312.3 - Uniform Complaint Procedures)*  
*(cf. 1330 - Use of Facilities)*  
*(cf. 4131 - Staff Development)*  
*(cf. 4231 - Staff Development)*  
*(cf. 4331 - Staff Development)*  
*(cf. 6145 - Extracurricular and Cocurricular Activities)*  
*(cf. 6145.2 - Athletic Competition)*  
*(cf. 6164.2 - Guidance/Counseling Services)*

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

*(cf. 4118 - Suspension/Disciplinary Action)*  
*(cf. 4119.21/4219.21/4319.21- Professional Standards)*  
*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*  
*(cf. 5144 - Discipline)*  
*(cf. 5144.1 - Suspension and Expulsion/Due Process)*  
*(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))*  
*(cf. 5145.2 – Freedom of Speech/Expression)*

*Legal Reference:*

*EDUCATION CODE*

*200-262.4 Prohibition of discrimination*  
*48900.3 Suspension or expulsion for act of hate violence*  
*48900.4 Suspension or expulsion for threats or harassment*  
*48904 Liability of parent/guardian for willful student misconduct*  
*48907 Student exercise of free expression*  
*48950 Freedom of speech*  
*48985 Translation of notices*  
*49020-49023 Athletic programs*  
*51500 Prohibited instruction or activity*  
*51501 Prohibited means of instruction*  
*60044 Prohibited instructional materials*

*CIVIL CODE*

*1714.1 Liability of parents/guardians for willful misconduct of minor*

*PENAL CODE*

*422.55 Definition of hate crime*  
*422.6 Crimes, harassment*

*CODE OF REGULATIONS, TITLE 5*

*432 Student record*  
*4600-4687 Uniform Complaint Procedures*  
*4900-4965 Nondiscrimination in elementary and secondary education programs*

*UNITED STATES CODE, TITLE 20*

*1681-1688 Title IX of the Education Amendments of 1972*

*12101-12213 Title II equal opportunity for individuals with disabilities*

*UNITED STATES CODE, TITLE 29*

*794 Section 504 of Rehabilitation Act of 1973*

UNITED STATES CODE, TITLE 42  
2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended  
2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964  
*6101-6107 Age Discrimination Act of 1975*  
CODE OF FEDERAL REGULATIONS, TITLE 28  
*35.107 Nondiscrimination on basis of disability; complaints*  
CODE OF FEDERAL REGULATIONS, TITLE 34  
100.3 Prohibition of discrimination on basis of race, color or national origin  
104.7 Designation of responsible employee for Section 504  
106.8 Designation of responsible employee for Title IX  
106.9 Notification of nondiscrimination on basis of sex

COURT DECISIONS

*Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567*  
*Flores v. Morgan Hill Unified School District, (2003) 324 F.3d 1130*

Management Resources:

CSBA PUBLICATIONS

*Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014*

~~Interim~~ *Final Guidance Regarding Transgender Students, Privacy, and Facilities, September 27, 2013* *March 2014*

*Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011*

FIRST AMENDMENT CENTER PUBLICATIONS

*Public Schools and Sexual Orientation: A First Amendment Framework for Finding Common Ground, 2006*

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

*Dealing with Legal Matters Surrounding Students' Sexual Orientation and Gender Identity, 2004*

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

*Dear Colleague Letter: Harassment and Bullying, October 2010*

*Notice of Non-Discrimination, January 1999*

WEB SITES

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

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

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

First Amendment Center: <http://www.firstamendment.org>

National School Boards Association: <http://www.nsba.org>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

Policy Adopted: 6/11/2014 *4/15/2015*

ORCUTT UNION SCHOOL DISTRICT  
Orcutt, California

# Solvang Elementary School

**TRUSTEES:**

*Peter Aichinger*  
*Becky Firth*  
*Csaba Illes*  
*Melissa Parlee Hirth*  
*Heather Scheck*

565 Atterdag Road  
Solvang, California 93463  
Telephone (805) 688-4810  
FAX (805) 688-6410

**SUPERINTENDENT/**

**PRINCIPAL**

*Dr. John Karbula*  
**ASSISTANT**  
**SUPERINTENDENT**  
*Pat Merritt*

March 16, 2015

Dr. Deborah Blow  
Superintendent  
Orcutt Union School District  
500 Dyer St.  
Orcutt, CA 93455

Dear Mr. Blow,

In accordance with California Education Code, it is our desire to have a reciprocal agreement with Orcutt Union School District, allowing inter-district transfers to be considered on an annual basis.

At the March 10 meeting of the Board of Trustees, an annual agreement with your district was approved. We are requesting approval by your district at your earliest convenience. Please return the signed agreement in the envelope provided.

Sincerely,



Dr. John Karbula  
Superintendent

# Solvang Elementary School

**TRUSTEES:**

*Peter Aichinger  
Becky Firth  
Csaba Illes  
Melissa Parlee Hirth  
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Telephone (805) 688-4810  
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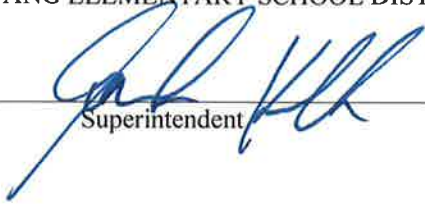
**SUPERINTENDENT/  
PRINCIPAL**  
*Dr. John Karbula*  
**ASSISTANT  
SUPERINTENDENT**  
*Pat Merritt*

## **Interdistrict Attendance Agreement 2015-16**

- 1. Parties.** The parties to this interdistrict attendance agreement (hereinafter referred to as the Agreement) are the Governing Boards of Solvang Elementary School District and Orcutt Union School District.
- 2. Duties.** This reciprocal agreement constitutes a written recital of practices between the districts as they have been historically carried out in the absence of a written agreement. In consideration of the mutual promises contained in this Agreement, the parties agree as follows:
  - a. The District of Attendance shall accept applications for interdistrict transfer permits, insofar as facilities and budget permit and in accordance with Board of Education policy, from pupils who are residents of the District of Residence and eligible to attend the elementary schools of the District of Residence.
  - b. Approval of an interdistrict transfer permit by the District of Residence does not guarantee approval by the District of Attendance. All permits received by the District of Attendance will be approved or denied pursuant to its board policies.
  - c. Any interdistrict transfer permit approved by the District of Attendance may be revoked pursuant to the specific interdistrict attendance policies in place at that District.
  - d. Interdistrict transfer permits are valid only for the school year that they are issued. Approval of an interdistrict transfer permit does not create a continued right of enrollment at the District of Attendance. Pupils from the District of Residence seeking to enroll at the District of Attendance over multiple school years shall reapply for an interdistrict transfer permit every school year.
  - e. The District of Attendance shall furnish the pupils who are residents of the District of Residence and attending schools in the District of Attendance the same advantages, equipment, supplies, and services as are furnished to other pupils in attendance in its schools, excluding transportation to and from the schools.
- 3. Stipulations.** Stipulations are pursuant to Board Policy and Administrative Regulation 5117, Interdistrict Attendance.
- 4. Term.** This agreement is effective only for the period July 1, 2015, through June 30, 2016

**IN WITNESS WHEREOF** the parties to this agreement have caused the agreement to be signed on their behalf by the president and secretary of their respective governing boards.

SOLVANG ELEMENTARY SCHOOL DISTRICT

By:  \_\_\_\_\_  
Superintendent

Date: 3/17/19

ORCUTT UNION SCHOOL DISTRICT

By: \_\_\_\_\_  
Superintendent

Date: \_\_\_\_\_



## *Los Olivos School District*

2540 Alamo Pintado Avenue  
PO Box 208 • Los Olivos • Ca 93441  
Phone: (805) 688-4025  
Fax: (805) 688-4885

March 19, 2015

Deborah Blow, Superintendent  
Orcutt Union School District  
500 Dyer Street  
Orcutt, CA 93455

Dear Ms. Blow,

It is our desire to have a reciprocal agreement with Orcutt Union School District, allowing inter-district transfers to be considered on an annual basis, in accordance with California Education Code.

At the March 09, 2015 meeting of the Board of Trustees, an annual agreement with your district was approved. We are requesting approval by your district at your earliest convenience. Please return the signed agreement in the envelope provided.

Sincerely,

Bridget Baublits  
Superintendent







## ***Los Olivos School District***

2540 Alamo Pintado Avenue  
PO Box 208 • Los Olivos • Ca 93441  
Phone: (805) 688-4025  
Fax: (805) 688-4885

### **Interdistrict Attendance Agreement**

1. **Parties.** The parties to this interdistrict attendance agreement (hereinafter referred to as the Agreement) are the Governing Boards of Orcutt Union School District and Los Olivos Elementary School District.
2. **Duties.** This reciprocal agreement constitutes a written recital of practices between the districts as they have been historically carried out in the absence of a written agreement. In consideration of the mutual promises contained in this Agreement, the parties agree as follows:
  - a. The District of Attendance shall accept applications for interdistrict transfer permits, insofar as facilities and budget permit and in accordance with Board of Education policy, from pupils who are residents of the District of Residence and eligible to attend the elementary schools of the District of Residence.
  - b. Approval of an interdistrict transfer permit by the District of Residence does not guarantee approval by the District of Attendance. All permits received by the District of Attendance will be approved or denied pursuant to its board policies.
  - c. Any interdistrict transfer permit approved by the District of Attendance may be revoked pursuant to the specific interdistrict attendance policies in place at that District.
  - d. Interdistrict transfer permits are valid only for the school year that they are issued. Approval of an interdistrict transfer permit does not create a continued right of enrollment at the District of Attendance. Pupils from the District of Residence seeking to enroll at the District of Attendance over multiple school years shall reapply for an interdistrict transfer permit every school year.
  - e. The District of Attendance shall furnish the pupils who are residents of the District of Residence and attending schools in the District of Attendance the same advantages, equipment, supplies, and services as are furnished to other pupils in attendance in its schools, excluding transportation to and from the schools.
3. **Stipulations.**
  - **Between ORCUTT and LOS OLIVOS**  
During the time period of this agreement, Los Olivos Elementary School District agrees not to accept any new transfer students from Orcutt other than the children of LOESD employees and the siblings of students currently

attending on interdistrict transfer agreements. Orcutt Union School District agrees to a very limited release of students as follows:

- Transfer students returning to Los Olivos Elementary
- Siblings of those student named above, and
- Children of LOESD employees.

4. **Term.** This agreement is effective only for the period July 1, 2015, through June 30, 2016.

**IN WITNESS WHEREOF** the parties to this agreement have caused the agreement to be signed on their behalf by the Superintendent of each school district.

FOR ORCUTT UNION SCHOOL DISTRICT

By: \_\_\_\_\_  
Deborah Blow, Superintendent

Date: \_\_\_\_\_

FOR LOS OLIVOS ELEMENTARY SCHOOL DISTRICT

By:   
Bridget Baublits, Superintendent

Date: 3-19-15

# Orcutt Union School District

2014/2015 Resolution No.14  
Day of the Teacher  
May 13, 2015

**Whereas**, quality education represents society's greatest and most lasting gift to new generations; and

**Whereas**, the future of our district depends largely on the work of dedicated and professional teachers; and

**Whereas**, teachers have the important task of helping today's students become tomorrow's leaders; and

**Whereas**, along with academics and instruction, teachers provide students with valuable guidance, support and encouragement; and

**Whereas**, it is appropriate that all Orcutt District recognize and appreciate the many contributions teachers make to the Orcutt Union School District.

**Now Therefore, Be It Resolved**, we the Board of Trustees and Administrators of the Orcutt Union School District, proclaim May 13, 2015, as "Day of the Teacher" in Orcutt, California, and urge all Orcutt citizens to participate in an observance that expresses their appreciation of our dedicated teaching staff.

**Passed And Adopted** by the Board of Trustees of the Orcutt Union School District, County of Santa Barbara, State of California, at a regular meeting, the 15<sup>th</sup> day of April, 2015.

Ayes:

\_\_\_\_\_  
President

Noes:

Absent:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

# Orcutt Union School District

## 2014/2015 Resolution No.15 Classified School Employees Week

**Whereas**, the education of youth is essential to the future of our community, state, country and world; and

**Whereas**, classified employees work directly with students, educators, parents, volunteers, business partners and community members; and

**Whereas**, classified employees support the smooth operation of offices, the safety and maintenance of buildings and property, and the safe transportation, healthy nutrition and direct instruction of students; and

**Whereas**, our community depends upon and trusts classified employees to serve students; and

**Whereas**, classified employees, with their diverse talents and true dedication, nurture students throughout their school years

**Now Therefore, Be It Resolved**, that the Orcutt Union School District Board of Trustees and Administrators proclaims May 17-23, 2015 to be Classified School Employees Appreciation Week.

**Be it Further Resolved** that the Orcutt Union School District Board of Trustees strongly urges employees, parents and community members to join in this observance, recognizing the dedication and hard work of our classified employees.

Adopted this 15<sup>th</sup> day of April 2015.

Ayes:

\_\_\_\_\_  
President

Noes:

Absent:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Member


\_\_\_\_\_  
Member

\_\_\_\_\_  
Member



## HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Deborah Blow  
Superintendent

**FROM:** Don Nicholson,   
Assistant Superintendent/Human Resources

**BOARD MEETING DATE:** April 15, 2015

**BOARD AGENDA ITEM:** Classified Lay-offs as a Result of Lack of Work and/or Lack of Funds – Resolution 2014/2015 No. 16

**BACKGROUND:** The 2015/2016 school year will result in a reduction in personnel for lack of work and/or funding. The following positions shall be reduced or laid off:

- (2) part-time Bus Attendants
- (1) part-time Driver
- (6) part-time PE Instructional Assistants
- (1) part-time Bilingual Instructional Assistant

Employees who are laid off will have, as per Education Code, 39-month rehire rights.

**RECOMMENDATION:** It is recommended that the Board of Trustees adopt Resolution 2014/2015 No. 16, a reduction in classified positions for lack of work and/or lack of funds effective June 12, 2015.

**ORCUTT UNION SCHOOL DISTRICT  
COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA  
RESOLUTION FOR CLASSIFIED LAY-OFF**

**2014/2015 RESOLUTION NO. 16**

WHEREAS, it is necessary to eliminate or reduce certain positions and services being provided to the Orcutt Union School District in order to maintain a balanced budget and sufficient reserves to secure the fiscal integrity of the District; and,

WHEREAS, the reduction or elimination of services will result in the layoff of classified personnel;

NOW, THEREFORE, BE IT RESOLVED that the District eliminate or reduce services due to the lack of funding and/or lack of work as set forth in Exhibit A attached hereto and incorporated herein by this reference.

BE IT FURTHER RESOLVED that the Superintendent or designee notify the appropriate employees that the employees' services will no longer be needed because of this elimination or reduction of services, and they are, therefore, terminated at the end of the school year or sixty days after such notice whichever is later;

BE IT ALSO RESOLVED that the Notice of Layoff be given in accordance with the appropriate provisions of the California Education Code and any agreement between the District and classified employees union.

AYES:

NOES:

ABSTENTIONS:

ABSENT:

DATED: April 15, 2015

BOARD OF TRUSTEES  
ORCUTT UNION SCHOOL DISTRICT

---

Robert Hatch, Board President


ORCUTT UNION SCHOOL DISTRICT  
EXHIBIT A TO 2014/2015 RESOLUTION NO. 16

<u>SERVICES OR PROGRAMS TO BE ELIMINATED OR REDUCED</u>	POSITIONS FTE
Eliminate (2) part-time Bus Attendant	.56
Eliminate (1) part-time Driver	.096
Eliminate (6) part-time PE Instructional Assistants	1.71
Eliminate (1) part-time Bilingual Instructional Assistant	.375
Total	2.741



# Orcutt Union School District Human Resources

500 Dyer Street • Orcutt, California, 93455 • 805.938.8914

TO: Board of Trustees  
Dr. Deborah Blow, Superintendent  


FROM: Don Nicholson, Assistant Superintendent/Human Resources

BOARD MEETING DATE: April 15, 2015

BOARD AGENDA ITEM: Revision of Substitute Teacher Pay Rate

**BACKGROUND:** The substitute teacher pay rate was last adjusted in June 2013. The current rate for an assignment of 1 – 10 days is \$5 – \$60 per day less than other local districts, \$17 per day below the average of nine (9) local districts. Although we have a number of substitute teachers who work only for OUSD, the majority of our substitutes work for multiple local districts and the pay rate difference has begun to impact our ability to attract substitutes and provide coverage. Our current rate is:

Number of Consecutive Work Days	Amount paid per full day
Days 1 – 10	\$90
Days 11 – 20	\$95
Days 21 and more	\$100

**RECOMMENDATION:** It is recommended that the Board of Trustees approve the following substitute teacher pay rate effective May 1, 2015:

Number of Consecutive Work Days	Amount paid per full day
Days 1 – 10	\$105
Days 11 – 20	\$110
Days 21 and more	\$115

**FINANCIAL CONSIDERATIONS:** Increase in the amount paid substitute teachers as shown above will be paid from the appropriate funds. Based on 2013/2014 substitute data, the estimated annual increased cost will be approximately \$27,000 to the General Fund and \$7,500 to the Special Education Fund.

**DOCUMENT ATTACHED:** Substitute Teacher Pay Comparison April 2015



## Substitute Teacher Pay Comparison April 2015

School District	Daily Short Term Rate	Daily Long Term Rate
Orcutt USD	\$90 for days 1-10 \$95 for days 11-20	\$100 on day 21 in same assignment
Lucia Mar USD	\$95 for days 1-20	\$120 on day 21 in same assignment
Santa Maria JUHSD	\$96 for days 1-10 \$101 for days 11-20 Additional \$19.02 per prep period, \$38.04 for both daily preps	\$110 on day 21 in same assignment
Blochman SD	\$100 for days 1-10	\$110 on day 11 in same assignment
<i>Orcutt USD - <u>Proposed</u></i>	<i>\$105 for days 1-10 \$110 for days 11-20</i>	<i>\$115 on day 21 in same assignment</i>
Lompoc	\$105 for days 1-20	\$135 on day 21 retro to day 1 in same assignment
San Luis Obispo CEO	\$105 for days 1-30	\$175 on day 31 in same assignment
Santa Maria Bonita SD	\$110 for days 1-10 \$115 for days 11-20	\$130 on day 21 in same assignment
Santa Barbara CEO	\$110 for days 1-30 \$131 if teaching an "extra" period	\$120 on day 31 in same assignment
Guadalupe SD	\$150 for days 1-30	\$170 on day 31 in same assignment

**Quarterly Report**  
 on  
**Williams/Valenzuela Uniform Complaints**  
 [Education Code § 35186]  
2015

District: Orcutt Union School District

Name of person completing this form: Alice Salazar

Title of person completing this form: Administrative Assistant

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

April 15, 2015

Quarterly report submission date (check one):

April (Jan.—March)

July (April—June)

October (July—Sept.)

January (Oct.—Dec.)

General Subject Area	Total no. of complaints	No. of complaints resolved	No. of complaints unresolved
Textbooks and instructional materials	0		
Teacher vacancy or misassignment	0		
Facilities conditions	0		
<i>Valenzuela</i> /CAHSEE intensive instruction and services	0		
<b>TOTALS</b>	0	0	0

\_\_\_\_\_  
Signature of district superintendent

\_\_\_\_\_  
Date

# Board Report

District 16 -- Orcutt Union

Fund 01 -- General Fund

As of 3/31/2015

	Beginning Bal/ WkrBudget	Month-To-Date Actual	Year-To-Date Actual	Year-To-Date Encumbrances	Ending Bal/ Remaining Bal
9110 -- Cash in County Treasury	3,308,119.75	(342,626.96)	1,178,154.37	0.00	4,486,274.12
9130 -- Revolving Cash/Fiscal Agent	15,500.00	0.00	0.00	0.00	15,500.00
9200 -- Accounts Receivable	3,606,378.77	0.00	(3,606,378.77)	0.00	0.00
9310 -- Due from Other Funds	732,127.61	0.00	(685,305.01)	0.00	46,822.60
9320 -- Stores	13,927.06	0.00	10,067.52	0.00	23,994.58
9330 -- Prepaid Expenditures (Expenses)	27,960.17	0.00	(27,960.17)	0.00	0.00
<b>Total Assets</b>	<b>7,704,013.36</b>	<b>(342,626.96)</b>	<b>(3,131,422.06)</b>	<b>0.00</b>	<b>4,572,591.30</b>
9500 -- Accounts Payable (Current Liabilities)	1,130,196.89	397.15	(1,123,998.54)	0.00	6,198.35
9610 -- Due to Other Funds	1,072,524.71	0.00	(1,072,524.71)	0.00	0.00
9650 -- Deferred Revenue	8,025.49	0.00	(8,025.49)	0.00	0.00
<b>Total Liabilities</b>	<b>2,210,747.09</b>	<b>397.15</b>	<b>(2,204,548.74)</b>	<b>0.00</b>	<b>6,198.35</b>
<b>Fund Balance (Beginning Balance/Actual)</b>	<b>5,493,266.27</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>4,566,392.95</b>
9791 -- Net Beginning Balance	5,493,266.27	0.00	5,493,266.27	0.00	5,493,266.27
8010 -- Revenue Limit Sources	30,867,364.00	2,499,763.00	20,885,702.22	0.00	9,981,661.78
8100 -- Federal Revenue	1,407,056.08	190,466.79	399,630.14	0.00	1,007,425.94
8300 -- Other State Revenues	3,417,444.90	41,471.00	427,846.94	0.00	2,989,597.96
8600 -- Other Local Revenue	1,545,508.71	155,498.42	1,139,500.83	0.00	406,007.88
8910 -- Other Financing Sources	524,721.00	1,302.16	515,201.44	0.00	9,519.56
8980 -- Contributions	0.00	0.00	0.00	0.00	0.00
<b>Total Revenues</b>	<b>37,762,094.69</b>	<b>2,888,501.37</b>	<b>23,367,881.57</b>	<b>0.00</b>	<b>14,394,213.12</b>
1000 -- Certificated Personnel Salaries	18,813,373.86	1,740,241.59	12,809,093.55	0.00	6,004,280.31
2000 -- Classified Personnel Salaries	5,951,762.87	501,256.50	4,203,681.62	0.00	1,748,081.25
3000 -- Employee Benefits	7,284,238.94	695,518.62	5,004,443.11	0.00	2,279,795.83
4000 -- Books and Supplies	3,599,175.81	91,628.65	847,578.41	441,105.98	2,310,491.42
5000 -- Services and Other Operating Expenditures	3,553,399.27	195,870.62	626,515.75	886,558.02	2,040,325.50
6000 -- Capital Outlay	1,554,952.34	7,009.50	803,442.45	11,801.31	739,708.58
7000 -- Other Outgo & Transfers Out	786,562.46	0.00	0.00	0.00	786,562.46
<b>Total Expenditures</b>	<b>41,543,465.55</b>	<b>3,231,525.48</b>	<b>24,294,754.89</b>	<b>1,339,465.31</b>	<b>15,909,245.35</b>
<b>Fund Balance (Budget/Actual)</b>	<b>1,711,895.41</b>	<b>0.00</b>	<b>4,566,392.95</b>	<b>0.00</b>	<b>0.00</b>

Selection Criteria: District = 16; Fund = 01,09 Filtered By: None