

ORCUTT UNION SCHOOL DISTRICT
Regular Closed Meeting of the Board of Trustees
Wednesday, May 12, 2021

Closed Session – 6:00 P.M. Public Session – 6:45 P.M.
District Board Room, 500 Dyer St., Orcutt, CA 93455

**There will be a link posted on the district website home page
prior to the start of the meeting. To view the meeting go to that link. If you want to just
listen to the meeting or make a public comment, you will need to follow the instructions below.**

**Due to Covid 19 Pandemic and need for Social Distancing, the physical Board meeting is closed to the public,
however you can access the board meeting via audio teleconference**

Orcutt Conference Call

Please join the meeting from your computer, tablet or smartphone.

<https://www.gotomeet.me/orcutt> You can also dial in using your phone United States: [+1 \(571\) 317-3122](tel:+15713173122)

Access Code: 887-747-125

CALL TO ORDER 6:00 P.M.

- A. Pledge of Allegiance
- B. Open Session of our board meetings are audio recorded and are being live streamed. Those in attendance should expect that the recordings will capture all activity and discussions before, during and after meetings.

CLOSED SESSION PUBLIC COMMENTS

- A. This section of the agenda is intended for members of the public to address the Board of Trustees on items that are being considered in Closed Session. Those wishing to speak about items to be discussed in closed session will need to email Julie Payne, at jpayne@orcutt-schools.net and state that you want to make a public comment. Speakers are allowed a maximum of three (3) minutes to address the Board. The Board will limit any response to public comments to brief statements, referral to staff, or referral to a future board meeting.

ADJOURN TO CLOSED SESSION

- A. Adjourn to Closed Session for the purpose of discussing matters expressly authorized by Government Code Section 3549.1, 54956.95, 54957, and 54957.6.
 - 1. Public Employment per Personnel Report.
 - 2. Public Employee Employment/Discipline/Dismissal/Release.
 - 3. Conference with labor negotiator Dr. Holly Edds, Superintendent and/or Susan Salucci
 - a. OEA
 - b. CSEA
 - 4. Conference with labor negotiators for unrepresented employees:
 - a. Certificated and Classified Management, and Confidential.
Agency representative – Superintendent.
 - b. Superintendent. Agency representative – Board of Trustees
 - 5. Student disciplinary/expulsion matters.
 - 6. Conference with Legal Counsel: Anticipated Litigation Pursuant to California Government section 54956.9(d). (5)
 - 7. Superintendent Evaluation

RECONVENE TO PUBLIC SESSION 6:45 P.M.

- A. Public Report on Action Taken in Closed Session
- B. Adoption of May 12, 2021 Agenda

Moved _____

Second _____

Vote _____

C. PUBLIC COMMENT ANNOUNCEMENT

The Board of Trustees welcomes comments about items appearing or not appearing on tonight's agenda. Audience members wishing to address the Board during the Public Comment segment of the agenda are asked to email Julie Payne at jpayne@orcutt-schools.net. You will need to join the meeting, and you will be called upon during the public comment section of the agenda.

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

ITEMS SCHEDULED FOR INFORMATION/DISCUSSION

A. Superintendent's Report

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

1. OAHS ASB Update
2. In-Person Instruction Update
3. PTA/PTSA Recognition

B. Items from the Board

C. Public Comment

The public comment section of the agenda is an opportunity for the public to provide input to the Board of Trustees. Any request to speak must be emailed to Julie Payne at jpayne@orcutt-schools.net and state that you want to make a public comment. If you are speaking to an item that is not on the agenda, you can only speak during the public comment section.

Those wishing to speak about an item that is on the agenda may do so during the public comment section, or when the item is being considered. If you choose to speak on an item at the time it is being considered, your name will be called before the Board's deliberation.

Speakers are allowed a maximum of three (3) minutes to address the Board. The Board will limit any response to public comments to brief statements, referral to staff, or referral to a future board meeting. **Please make sure to join the meeting (see instructions on page 1) if you plan on making a public comment.**

D. Written Communication

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

CONSENT AGENDA ITEMS

Actions proposed for Consent Agenda (block vote) items are consistent with approved practices of the district and are deemed routine in nature. Since trustees receive board agenda backup information in advance of scheduled meetings, they are prepared to vote with knowledge on the block vote items. Consent Agenda items are voted on at one time, although any such item can be considered separately at a board member's request.

- A. Classified Personnel Action Report
- B. OAHS Charter School Hiring of Additional Charter School Coaches for 2020-2021
- C. Certificated Personnel Action Report
- D. Approval of Warrants
- E. Minutes, Regular Board Meeting Minutes, April 14, 2021
- F. Dannis Wolliver Kelley (DWK) Agreement for 2021-2022
- G. Los Olivos Interdistrict Attendance Agreement
- H. Resolution No. 19 for Early Learning Center

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

Moved _____

Second _____

Vote _____

ITEMS SCHEDULED FOR ACTION

A. GENERAL

Action Items

1. Gift Acceptance

Olga Reed School: Received a \$3,000 cash donation from the Los Alamos Valley Men's Club to be applied towards science camp support.

It is recommended that the Board of Trustees accept this gift and request that a letter of acceptance and appreciation be forwarded to the Los Alamos Valley Men's Club.

Moved _____

Second _____

Vote _____

B. BUSINESS SERVICES

PUBLIC HEARING – AB1200 PUBLIC DISCLOSURE

The public is invited to address the Board and present comments regarding the AB1200 Public Disclosure of proposed Collective Bargaining Agreement – Orcutt Educators Association, California School Employees Association #255, Confidential Employees, Classified Employees, as well as Classified/Certificated Management.

ITEMS SCHEDULED FOR ACTION

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

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

Moved _____

Second _____

Vote _____

2. Award of Bid for the Olga Reed Electrical Measure G Bond Project

It is recommended that the Board of Trustees award the construction bid for Olga Reed Electrical Project to RDZ Contractors for \$468,794, as they were the lowest, responsive, and responsible bidder.

Moved _____

Second _____

Vote _____

3. Olga Reed Electrical Measure G Bond Project Budget

It is recommended that the Board of Trustees approve the Estimated Budget for the Olga Reed Electrical Measure G Bond Project, as submitted.

Moved _____

Second _____

Vote _____

4. Resolution No. 20 Special Revenue Fund (Fund 08)

It is recommended that the Board of Trustees approve the attached Resolution No. 20, Special Revenue Fund, Fund (08), as submitted

Moved _____

Second _____

Vote _____

C. EDUCATIONAL SERVICES

1. Expanded Learning Opportunities Grant for Orcutt Union School District

It is recommended that the Board of Trustees approve the Expanded Learning Opportunities Grant, for Orcutt Union School District, as submitted.

Moved _____

Second _____

Vote _____

2. Expanded Learning Opportunities Grant for Orcutt Academy Charter

It is recommended that the Board of Trustees approve the Expanded Learning Opportunities Grant, for Orcutt Academy Charter, as submitted.

Moved _____

Second _____

Vote _____

3. Santa Barbara Countywide Expulsion Plan for 2021-2024

It is recommended that the Board of Trustees approve the Santa Barbara Countywide Expulsion Plan for 2021-2024, as submitted.

Moved _____

Second _____

Vote _____

D. HUMAN RESOURCES

1. Approval of Agreement with Orcutt Educators Association (OEA)

It is recommended that the Board of Trustees approve the negotiated agreement with Orcutt Educators Association, as submitted.

Moved _____

Second _____

Vote _____

2. Approval of Agreement with the California School Employees Association (CSEA) #255

It is recommended that the Board of Trustees approve the negotiated agreement with the California School Employees Association #255, as submitted.

Moved _____

Second _____

Vote _____

3. Ratification of Assistant Superintendent Educational Services Contract

It is recommended that the Board of Trustees ratify the Employment Agreement with Assistant Superintendent Educational Services, Joe Dana.

Moved _____

Second _____

Vote _____

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

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

Moved _____

Second _____

Vote _____

5. Approval of Compensation Increase for Contracted Positions

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

Moved _____

Second _____

Vote _____

6. Resolution No. 15 Declaration of Need for Fully Qualified Educators

It is recommended that the Board of trustees adopt the Declaration of Need for Fully Qualified Educators certifying that the District has the potential need for issuance of four (4) Emergency CLAD permits and four (4) Resource Specialist Emergency Permits and six (6) Limited Assignment Permits during the 2021-22 School Year

Moved _____

Second _____

Vote _____

GENERAL ANNOUNCEMENTS

- A. Unless otherwise noticed, the next regular board meeting is scheduled for Wednesday, June 9, 2021, beginning with Closed Session starting at 6:00 p.m., Public Session at 6:30 p.m. in the District Office Board Room, 500 Dyer Street, Orcutt, CA.

ADJOURN TO CLOSED SESSION

- A. Public Report on Action Taken in Closed Session

ADJOURN

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Superintendent's Office at (805) 938-8907. Notification 48 hours prior to the meeting will enable the district to make reasonable arrangements to ensure accessibility to this meeting. All documents related to the open session agenda are available for review 72 hours prior to the meeting at the Orcutt Union School District Office, 500 Dyer Street, Orcutt, CA.



Orcutt Union School District

Classified Personnel Action Report

May 12, 2021

TO: Holly Edds, Ed.D.

FROM: Susan Salucci, Assistant Superintendent/Human Resources

RE: Recommendations for Board Approval

Name	Site/Dept.	Classification	Step/ Range	Hours	Rate of Pay	Effective	Action/Information
Aguilar, Godolfredo	Lakeview JH	Custodian, Head	18/6	8	\$3,981.00 per mo.	4/12/2021	Promotion
Baldonado, Emily	Dunlap	Instructional Assistant, 1	12/3	3.5	\$50.00 per mo.	5/1/2021	Professional Growth – 1 increment
Carroll, Christie	Dunlap	Noon Duty Supervisor	6/1	2.0	\$14.00 per hr.	4/20/2021	Permanent/Probationary
Chacon, Erica	Operations	Utility Worker	18		\$17.93 per hr.	6/7/2021	Summer Break
De Leon, Alfredo	Alice Shaw	Custodian, Night	17/1	8.0	\$3,043 per mo.	5/10/2021	Permanent/Probationary
Delory, Elizabeth	Dunlap	Instructional Assistant, 1	12/6	3.5	\$19.73 per hr.	4/19/2021	Resignation
Fennell, Leslie	Dunlap	Instructional Assistant, 1 Substitute	12/1		\$15.46 per hr.	4/30/2021	Substitute
Fennell, Leslie	Dunlap	Instructional Assistant, 1	12/1	3.5	\$15.46 per hr.	5/4/2021	Permanent/Probationary
Gaitan, Martin	MOT	Custodian, Night	17/2	8	\$3,195.00 per mo.	4/26/2021	Permanent/Probationary
Gelotti, Lindsey	Pine Grove	Instructional Assistant, 1	12/3	3.5	\$17.04 per hr.	4/23/2021	Resignation
Gitchell, Brad	MOT	Director of MOT	IV	8	\$1,200 annually, paid monthly	7/1/2020	Travel stipend
Heisler, Brittany	District	Instructional Assistant 1 & 2, Substitute	12 & 13		\$14.10 & \$14.45 per hr.	4/30/2021	Substitute
Lara, Char	Operations	Utility Worker	18		\$17.93 per hr.	6/7/2021	Summer Break
Lowe, Nedra	District	Instructional Assistant 1 & 2, Substitute	12 & 13		\$14.10 & \$14.45 per hr.	4/13/2021	Substitute
Lowe, Nedra	Dunlap	Instructional Assistant 1	12/1	3.5	\$15.46 per hr.	5/3/2021	Permanent/Probationary



Orcutt Union School District

Classified Personnel Action Report

May 12, 2021

TO: Holly Edds, Ed.D.

FROM: Susan Salucci, Assistant Superintendent/Human Resources

RE: Recommendations for Board Approval

Name	Site/Dept.	Classification	Step/ Range	Hours	Rate of Pay	Effective	Action/Information
McCarthy, Joseph	Child Nutrition	Child Nutrition Transport Worker, Substitute	11		\$14.00 per hr.	4/12/2021	Substitute
Mathis, Chelsea	Pine Grove	Noon Duty Supervisor	6/1	.80	\$14.00 per hr.	5/3/2021	Permanent/Probationary
Newhall, Nancy	Operations	Utility Worker	18		\$17.93 per hr.	6/7/2021	Summer Break
Otero, Ramona	District	Office Assistant, Substitute	15		\$15.18 per hr.	4/15/2021	Substitute
Payne, Julie	Superintendent's Office	Executive Assistant to Superintendent/Board, Confidential	V	8.0	\$6,478.00 per mo.	5/10/2021	Promotion
Ramos-Chavez, David	Operations	Utility Worker, Substitute	18		\$16.36 per hr.	4/8/2021	Substitute
Rodriguez, Esther (Maria)	Nightingale	Instructional Assistant, 2	13/6	3.75	\$20.22 per hr.	4/19/2021	Permanent/Probationary
Salazar, Alice	District Office	Executive Assistant, Confidential	VI	8.0	\$6,802.00 per mo.	5/7/2021	Resignation
Sanchez, Lupe	Operations	Utility Worker	18		\$17.93 per hr.	6/7/2021	Summer Break
Thompson, Nathan	Maintenance	Grounds Maintenance, Athletic Field Services Technician	25/2	8.0	\$3,893 per mo.	4/30/2021	Resignation
Woo, Kristen	Operations	Utility Worker	18		\$17.93 per hr.	6/7/2021	Summer Break

ORCUTT ACADEMY CHARTER SCHOOL

ORCUTT UNION SCHOOL DISTRICT

TO: Dr. Holly Edds
District Superintendent

FROM: Susan Salucci
Assistant Superintendent of Human Resources

DATE: May 12, 2021

***RE: NOTIFICATION TO BOARD – HIRING OF CHARTER HIGH SCHOOL
COACHES FOR 2020-21 SCHOOL YEAR***

Orcutt Academy Charter HS:

Pack Rojo	Girls Varsity Basketball Asst. Coach
John Wells	Boys JV Basketball Coach
Shawn Ryan	Girls JV Soccer Coach
Mark McLoughlin	Boys JV Soccer Coach

Unpaid Volunteers:

Sharon Strich	Robotics
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*Volunteer coaches are required to submit the same paperwork as paid positions and meet the State Certification requirements. They are no longer required to hold an ASCC certificate from the CTC but instead submit fingerprints to FBI and DOJ for background checks reportable to the Orcutt Union School District



Orcutt Union School District

Certificated Personnel Action Report

May 12, 2021

TO: Dr. Holly Edds, Superintendent

FROM: Susan Salucci, Assistant Superintendent / Human Resources

RE: Recommendations for Board Approval and Ratification

NAME	SCHOOL	CLASS/STEP	SALARY	EFFECTIVE DATE	ACTION INFORMATION
Aldrich, Rebecca	District	Hourly	\$25	3/8-3/30/21	ELPAC Testing, 27.5 hrs
Batchelor, Melanie	District	Hourly	\$25	3/2-3/31/21	ELPAC Testing, 80 hrs
Bloom, Loren	Orcutt JHS	Extra Duty	\$40/hr	3/16-3/25/21	Worked Prep, 3.5 hrs
Bluem, Kristy	Patterson Road	Daily I-1	\$110 \$45,999	3/12/21 2021-22	Shadow for hourly, 1 day Temporary
Boeken, Kirstin	Pine Grove	V-1	\$54,360	2021-22	Temporary
Brady, Laura	Orcutt JHS	Extra Duty	\$40/hr	3/11-3/12/21	Worked Prep, 2.5 hrs
Brickey, Patrick	Lakeview JHS	Extra Duty	\$40/hr	3/29/21	HS Transition Meeting, 1 hr
Callaghan, Christy	District	VI	\$114,794	2021-22	Probationary
Cedillo, Monica	Orcutt Academy HS	Extra Duty	\$40/hr	3/3-3/26/21	Freshman Video/Q&A's, 2.5 hrs
Chartier, Victoria	Pine Grove	V-20	\$95,494	2021-22	Request Unpaid Leave of Absence
Chvala, Nancy	Orcutt Academy HS	Daily	\$110*	3/23/21	Shadow for long term sub, .5 day
Edds, John	District	Hourly	\$25	3/2-3/31/21	ELPAC Testing, 96.75 hrs
Elwell, Renee	Ralph Dunlap	III-1	\$49,557	2021-22	Temporary
Espino, Abraham	District	VI	\$106,499	2021-22	Probationary
Eubanks, Lauren	Orcutt Academy HS	Extra Duty	\$40/hr	3/3/21	CTE Teacher PLC, 1 hr
Fargen, Meghan	District	VI	\$114,794	2021-22	Probationary
Gonzalez, Gillian	Unknown	VI-6	\$67,161	2021-22	Verification of Service Years Submitted
Gordon, Kenneth	District	VI	\$142,693 \$10,000	7/1/21	Probationary Stipend
Hotchkiss, Molly	District	Daily	\$516.18	2/2-3/24/21	Resource Support, 6 days

*To be prorated

NAME	SCHOOL	CLASS/ STEP	SALARY	EFFECTIVE DATE	ACTION INFORMATION
Jirka, Aline	Unknown	VI-5	\$64,979	2021-22	Verification of Units Submitted
John, JoLynn	District	Hourly	\$30	3/1-3/31/21	Home & Hospital, 29 hrs
Johnson, Melissa	Ralph Dunlap	Hourly	\$25	3/1-3/3/21	Long Term Sub Extra Hours, 3.25 hrs
Kendrick, Theresa	Orcutt Academy HS	Stipend	\$400	2020-21	Girls Varsity Basketball Asst. Coach
Kim, Kevin	District	III	\$96,055	2021-22	Probationary
Kozel, Julie	District	V	\$137,867	2021-22	Probationary
Kuykendall, Colleen	District	Extra Duty VI-9	\$40/hr \$74,171	3/22/21 3/5-3/7/21 3/2-3/31/21 6/30/21	Leadership Meeting, 1.5 hrs Substitute Support, 12 hrs Health Class, 18 hrs Resignation
Lake, Cathy	District	Extra Duty	\$40/hr	3/19-3/30/21	ELPAC Prep/Planning, 5 hrs
Leach, Veronica	Orcutt Academy K-8	Daily	\$200	3/2-3/31/21	Support Teacher, 78 days
McLoughlin, Mark	Orcutt Academy K-8	Stipend	\$1066	2020-21	Boys JV Soccer Coach
Millin, Genevieve	Orcutt Academy HS	Extra Duty	\$40/hr	3/1-3/31/21	Peer Tutoring, 19 hrs
Oliver, Michele	District	Hourly	\$25	3/3-3/31/21	ELPAC Testing, 28.5 hrs
Perez, Anayeli	Orcutt Academy HS	Extra Duty	\$40/hr	3/3-3/26/21	Freshman Video/Q&A's, 2.5 hrs
Rianda, Terry	District	Hourly	\$50	3/3-3/24/21	Induction Mentor, 12 hrs Intern Mentor, 4 hrs
Robb, Tom	Orcutt Academy HS	Stipend	\$1600	2020-21	Girls Varsity Basketball Coach
Robb, Tyler	Orcutt Academy HS	Stipend	\$400	2020-21	Girls Varsity Basketball Asst. Coach
Rojo, Pack	Orcutt Academy HS	Stipend	\$400	2020-21	Girls Varsity Basketball Asst. Coach
Ryan, Shawn	Orcutt Academy HS	Stipend	\$1066	2020-21	Girls JV Soccer Coach
Salinas, Jannine	District	Extra Duty	\$937.50 \$7500	4/1-7/9/21	ESY Preparation ESY Administrator
Salvesen, Kristin	District	Hourly	\$25	3/2-3/24/21	ELPAC Testing, 37.5 hrs
Sanders, Greg	Lakeview JHS	Extra Duty	\$40/hr	3/22/21	HS Transition Meeting, .5 hr
Thompson, Linda	District	Hourly	\$25	3/2-3/30/21 3/1-3/11/21	ELPAC Testing, 46.25 hrs Speech Support, 26.5 hrs
Torres, Kiersten	Pine Grove	IV-1	\$51,905	2021-22	Temporary
Tuggle, Julianne	Orcutt JHS	VI-4	\$62,863	6/7/21	Resignation
Tumbaga, Kristy	Orcutt Academy HS	Stipend	\$533	2020-21	Girls JV Basketball Coach
Twisselman, Lindsay	Olga Reed	IV-1	\$51,905	2021-22	Temporary

*To be prorated

NAME	SCHOOL	CLASS/ STEP	SALARY	EFFECTIVE DATE	ACTION INFORMATION
Villasenor, Jessica	Olga Reed	II-4	\$52,238	2021-22	Request Unpaid Leave of Absence
Wagonseller, Jeff	District	Hourly	\$50	1/19-3/30/21	CASC Mentor, 16 hrs
Wells, John	Orcutt Academy HS	Daily Stipend III-1	\$200 \$1066 \$45,999	6/4/21 2020-21 2021-22	Release from Long Term Sub Assignment Boys JV Basketball Coach Probationary 40%/Temporary 60%
Widy, Sarah	Undetermined	VI-4	\$62,863	2021-22	Probationary
Yolar, Madison	District	Daily	\$110	3/24-3/25/21	Shadow for long term sub, 2 days
York, Sarah	Pine Grove	I-3	\$48,561	2021-22	Temporary
Zamudio, Kelli	Orcutt JHS	Extra Duty	\$40/hr	12/1/20- 4/30/21	Sysop, 12.5 hrs

*To be prorated

Warrants

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

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

**ORCUTT UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
REGULAR MEETING MINUTES
April 14, 2021**

CALL TO ORDER

A regular meeting of the Board of Trustees of the Orcutt Union School District was held on Wednesday, April 14, 2021, in the District Board Room, beginning with Melanie Waffle calling Public Session to order at 6:00 p.m. The Pledge of Allegiance was led by Mark Steller. Members Present: Waffle, Steller, Henderson, Morinini and Phillips. Administrators Present: Edds, Salucci, Bertoldi and Taylor. The Board Meeting was closed to the Public due to the Covid 19 Pandemic. The Board Meeting was teleconferenced via "Go to Meeting", streamed via "You Tube" and audio recorded.

CLOSED SESSION PUBLIC COMMENTS

None

ADJOURN TO CLOSED SESSION

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

RECONVENE TO PUBLIC SESSION

The meeting reconvened to Public Session at 6:49 p.m. Melanie Waffle reported that no action was taken in closed session. It was moved by Shaun Henderson seconded by Mark Steller to adopt the April 14, 2021 agenda.

SUPERINTENDENT'S REPORT

OAHS ASB provided a video update. Alice Shaw Elementary School Principal Helena Avedikian shared a video presentation of what is happening at Alice Shaw Elementary School. Melanie Waffle gave an OCAF update. Dr. Holly Edds gave a "In-Person Instruction" update.

PUBLIC COMMENT

Monique Segura, President of the Orcutt Educators Association (OEA) gave an OEA update and commented on Special Education concerns. Sara Shiffrar, Auni Baldwin and Pamela Blythe all commented on In-Person and Distance Learning updates.

ITEMS FROM THE BOARD

Each Board member thanked all staff, teachers and parents again regarding the great job they are doing. Mark commented and thanked Staff on the "Staff Appreciation" drive by on Monday, April 12, 2021.

CONSENT AGENDA ITEMS

- A. Classified Personnel Action Report
- B. OAHS Charter School Hiring of Additional Charter School Coaches for 2020-2021
- C. Certificated Personnel Action Report
- D. Approval of Warrants
- E. Minutes, Regular Board Meeting Minutes, March 10, 2021
- F. Minutes, **Revised** Regular Board Meeting Minutes, February 10, 2021
- G. Technology Website EdPress Agreement
- H. Technology Google Workspace, Plus, Cloud Subscription for Productivity Tools for Students/Staff
- I. BP 3470, Debt Issuance and Management, for the Second Reading

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

ACTION AGENDA ITEMS

INFORMATION ONLY: Strategic Plan Targets for 2020-2021

Strategic Plan Targets for 2021-2022

It was moved by Shaun Henderson, seconded by Mark Steller to adopt the Orcutt Union School District Strategic Plan Targets for the 2021-2022 school year, as submitted.

Proposed Change of Special Scheduled Board Meeting

It was moved by Liz Phillips, seconded by Lisa Morinini and carried to approve the revised change of Special Scheduled Board Meeting to June 16, 2021, as submitted. Ayes: Waffle, Steller, Henderson, Morinini, and Phillips.

Gift Acceptance

It was moved by Shaun Henderson, seconded by Mark Steller and carried to approve the gifts for Educational Services and Orcutt Union School District, as submitted. Ayes: Waffle, Steller, Henderson, Morinini, and Phillips.

INFORMATION ONLY: Bond Sale Presentation

Award of Bid for the Joe Nightingale ES Phase II Renovation - Administration Building Measure G Bond Project

It was moved by Shaun Henderson, seconded by Mark Steller, and carried to Award the Joe Nightingale ES Phase II Renovation Administration Building Bid to Pre Con Industries, in the amount of \$1,793,500, as they were the lowest, responsive, and responsible bidder. Ayes: Waffle, Steller, Henderson, Morinini, and Phillips.

Joe Nightingale ES Phase II Renovation – Administration Building Measure G Bond Project Budget

It was moved by Shaun Henderson, seconded by Lisa Morinini, and carried to approve the Estimated Budget for Joe Nightingale ES Phase II Renovation – Administration Building Measure G Bond Project Budget, as submitted. Ayes: Waffle, Steller, Henderson, Morinini, and Phillips.

Approval of Professional Agreement with Cannon for Topographical at Orcutt Academy HS

It was moved by Liz Phillips, seconded by Shaun Henderson, and carried to approve the Professional Agreement with Cannon for Topographical agreement with Cannon in the amount of \$8,913.00, as submitted. Ayes: Waffle, Steller, Henderson, Morinini, and Phillips.

Approval of Professional Agreement with Soils Engineering, Inc. at Orcutt Academy HS

It was moved by Shaun Henderson, seconded by Mark Steller, and carried to approve the Professional Agreement with Soils Engineering, Inc. agreement in the amount of \$13,930.00, as submitted. Ayes: Waffle, Steller, Henderson, Morinini, and Phillips.

California Department of Education Library Survey

It is moved by Liz Phillips, seconded by Lisa Morinini, acknowledging the completion of the Library Surveys, as submitted. Ayes: Waffle, Steller, Henderson, Morinini, and Phillips.

Master Plan for English Language Learners

It was moved by Mark Steller, seconded by Shaun Henderson, and carried to approve the Orcutt Union School District Master Plan for English Learners, as reviewed by the District English Learner Advisory Committee on March 31, 2021. Ayes: Waffle, Steller, Henderson, Morinini, and Phillips.

2020/2021 Resolution No. 17 Classified Employees Week

It was moved by Shaun Henderson, seconded by Lisa Morinini, and carried to adopt resolution No. 17 Classified Employees Week, as submitted. Ayes: Waffle, Steller, Henderson, Morinini, and Phillips.

2020/2021 Resolution No. 18 Day of the Teacher

It was moved by Mark Steller, seconded by Shaun Henderson, and carried to adopt resolution No. 18 Day of the Teacher, as submitted. Ayes: Waffle, Steller, Henderson, Morinini, and Phillips.

Brandman University Supervised Fieldwork Agreement

It was moved by Shaun Henderson, seconded by Liz Phillips, and carried to approve the Brandman University Supervised Fieldwork Agreement, as submitted. Ayes: Waffle, Steller, Henderson, Morinini, and Phillips.

GENERAL ANNOUNCEMENTS

Unless otherwise noticed, the next regular board meeting is scheduled for Wednesday, May 12, 2021, with Closed Session starting at 6:00 p.m., Public Session at 6:30 p.m. in the District Office Board Room, 500 Dyer Street, Orcutt, CA.

ADJOURN TO CLOSED SESSION

It was moved by Liz Phillips, seconded by Shaun Henderson and carried to adjourn to closed session at 9:00 p.m. Ayes: Waffle, Steller, Henderson, Morinini, and Phillips.

RECONVENE TO PUBLIC SESSION AND ADJOURN MEETING

The meeting reconvened to Public Session at 9:18 p.m. Melanie Waffle reported that no action was taken in closed session. It was moved by Shaun Henderson, seconded by Liz Phillips and carried to adjourn the meeting at 9:18 p.m. Ayes: Waffle, Steller, Henderson, Morinini, and Phillips.

Holly Edds, Ed.D. Board Secretary

Mark Steller, Clerk, Board of Trustees

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into on April 26, 2021, by and between the Orcutt Union School District, hereinafter referred to as District, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

In consideration of the promises and the mutual agreements hereinafter contained, District and Attorney agree as follows:

SCOPE OF SERVICES. District appoints Attorney to represent, advise, and counsel it from July 1, 2021, through and including June 30, 2022, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of Board action approving this Agreement are hereby ratified by said Board approval. Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

CLIENT DUTIES. District shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, ensure access for Attorney to communicate with the District's governing board as appropriate, perform the obligations it has agreed to perform under this Agreement and pay Attorney bills in a timely manner.

FEES AND BILLING PRACTICES. Except as hereinafter provided, District agrees to pay Attorney two hundred sixty-five dollars (\$265) to three hundred sixty dollars (\$360) per hour for Shareholders and Of Counsel; two hundred forty-five dollars (\$245) to two hundred ninety-five dollars (\$295) for Special Counsel; one hundred ninety-five dollars (\$195) to two hundred sixty dollars (\$260) per hour for Associates; and one hundred thirty dollars (\$130) to one hundred eighty dollars (\$180) per hour for Paralegals and Law Clerks. The rate for Gregory J. Dannis will be four hundred twenty-five dollars (\$425) per hour. Rates for individual attorneys may vary within the above ranges depending on the level of experience and qualifications and the nature of the legal services provided. Agreements for legal fees at other than the hourly rate set forth above may be made by mutual agreement for special projects, particular scopes of work, or for attorneys with specialized skills. The rates specified in this Agreement are subject to change at any time by Attorney by written notice to Client and shall apply to all services rendered after such notice is given. Substantive communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of one-tenth (.1) of an hour, except for the first such advice in any business day, which is charged in a minimum of three-tenths (.3) of an hour. Actual travel time is charged at the rates above. In the course of travel it may be necessary for Attorney to work for and bill other clients while in transit. If, during the course of representation of District, an insurance or other entity assumes responsibility for payment of all or partial fees of Attorney on a particular case or matter, District shall remain responsible for the difference between fees paid by the other entity and Attorney's hourly rates as specified in this Agreement unless otherwise agreed by the parties.

OTHER CHARGES. District further agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying charges (charged at \$0.10 per page), postage (only charged if in excess of \$1.00), and computerized legal research (i.e. Westlaw). Any discount received on computerized legal research is passed along to Client by Attorney. District agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of District or emergency conditions which occasionally arise. Such expenses shall be provided at cost unless otherwise specified.

District further agrees to pay third parties, directly or indirectly through Attorney, for major costs and expenses including, but not limited to, costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, arbitrators' fees, court reporters' fees, jury fees, witness fees, investigation expenses, consultants' fees, and expert witness fees. Upon mutual consent of District and Attorney, District may either advance or reimburse Attorney for such costs and expenses.

Occasionally Attorney may provide District officials and/or employees with food or meals at Attorney-sponsored trainings or when working with District officials and/or employees. Attorney may provide such food or meals without additional charge in exchange for the consideration provided by the District under this Agreement.

BILLING STATEMENT. Attorney shall send District a statement for fees and costs incurred every calendar month. Attorney's statements shall clearly state the basis thereof, including the amount, rate and basis for calculations or other methods of determination of Attorney's fees. Upon District office's request for additional statement information, Attorney shall provide a bill to District no later than ten (10) days following the request. District is entitled to make subsequent requests for bills at intervals of no less than thirty (30) days following the initial request. District shall pay Attorney's statements within thirty (30) days after each statement's date.

INDEPENDENT CONTRACTOR. It is expressly understood and agreed to by both parties that Attorney, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

CONFLICT OF INTEREST. In some situations, where Attorney has relationships with other entities, the Rules of Professional Conduct may require Attorney to provide disclosure or to obtain informed written consent before it can provide legal services for a client. Attorney represents many school and community college districts, county offices of education, joint powers authorities, SELPAs and other entities throughout California. The statutory and regulatory structure of the provision of education services results in many ways in which these entities interact which could result in a conflict between the interests of more than one of Attorney's clients. If Attorney becomes aware of a specific conflict of interest involving District, Attorney will comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to District. If District has any question about whether Attorney has a conflict of interest in its representation of District in any matter, it may contact Attorney or other legal counsel for clarification.

TERMINATION OF CONTRACT. District or Attorney may terminate this Agreement by giving reasonable written notice of termination to the other party.

COUNTERPARTS. This Agreement may be executed in duplicate originals, including facsimiles, each of which shall fully bind each party as if all had signed the same copy. Electronic copies of signatures shall be treated as originals for all purposes.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.

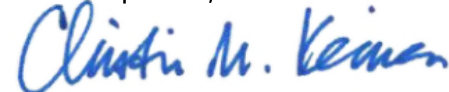
ORCUTT UNION SCHOOL DISTRICT

Holly Edds, Ed.D.
Superintendent

Date

DANNIS WOLIVER KELLEY

Date: April 26, 2021



Christian M. Keiner
Attorney at Law

Date: April 26, 2021



Candace M. Bandoian
Attorney at Law

At its public meeting of _____, 2021, the Board approved this Agreement and authorized the Board President, Superintendent or Designee to execute this Agreement.

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. **Term.** This agreement is effective only for the period July 1, 2021, through June 30, 2022.

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: _____
Dr. Holly Edds, Superintendent

Date: _____

FOR LOS OLIVOS ELEMENTARY SCHOOL DISTRICT

By: _____
Pamela Able,
Interim Superintendent

Date: 4.16.2021

Orcutt Union School District

Orcutt, California

County of Santa Barbara

2020-2021 Resolution No.19
For the 2021-2022 School Year

RESOLUTION for ORCUTT UNION ELEMENTARY SCHOOL DISTRICT EARLY LEARNING CENTER

WHEREAS, the Orcutt Union School District has received funding from the State Department of Education to provide state preschool program services beginning January, 2001; and

WHEREAS, the state preschool program will be called Orcutt Union School District Early Learning Center; and

WHEREAS, in order to provide services at the preschool, an application for a Child Care Center License must be obtained through the State of California Community Care Licensing Division; and

WHEREAS, a representative must be designated to represent the Orcutt Union School District on all matters regarding obtaining and maintaining the license for the school;

THEREFORE BE IT RESOLVED, that Joe Dana be designated to act as the Orcutt Union School District representative on all matters regarding obtaining and maintaining the license for the Orcutt Union Elementary School District Early Learning Center; and

THEREFORE BE IT FURTHER RESOLVED, Joe Dana be approved as the authorized person at the facility to represent the facility and to accept reports of licensing visits, consultations, accusations and documents of civil and administrative process and to sign these transactions for the Governing Board. In his absence, we authorize him to delegate these responsibilities to the site supervisor, Michelle Valencia, when necessary.

PASSED AND ADOPTED THIS 12th day of May at a regular meeting, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

Attest:

Superintendent
Holly Edds, Ed.D.

Date

Clerk/Board of Trustees
Mark Steller

Date



ORCUTT UNION SCHOOL DISTRICT

REQUEST FOR ACCEPTANCE OF GIFT

SCHOOL: Olga Reed School

Date: 4/15/21

DONOR:

Name: Los Alamos Valley Mens Club

Address: PO Box 13, Los Alamos, CA 93440

Phone No. _____

GIFT:

Item Donated _____ or Cash Donation \$ 3000.00

(Fill in if money is donated)

Designated for: Science Camp Support

General Description: _____

Model No.: _____

Condition:

☒

New

☒

Used

Value (estimated): _____

Purpose of Gift: This donation is to assist in covering the expenses related to Science Camp

Will gift be purchased through Business Services Office?

☒

Yes

☐

No

Donor Conditions of Acceptance: _____

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

A. Will gift require installation?

☐

Yes

☒

No

B. What type of installation is required? _____

C. Will donor pay installation costs?

☐

Yes

☐

No

D. Will there be operating costs?

☐

Yes

☐

No

If yes, what type? _____

Acceptance Requested By (OUSD Staff Member):

Kathleen Stevenson

Acceptance Approved By (Administrator):

RECOMMENDATIONS: Principal or District Representative

BOARD ACTION: Date Accepted: _____

Date Denied: _____

Please submit request to the Superintendent's Office.

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

April 15, 2021

To: Dr. Holly Edds, Superintendent,
and Board of Trustees
From: Joe Dana, Principal, Olga Reed School
Re: A Generous Donation



*Olga Reed School
480 Centennial Street
P.O. Box 318
Los Alamos, CA 93440*

On behalf of the students, families, and staff of Olga Reed School, I respectfully ask that you accept and acknowledge a most generous donation to our school from the Los Alamos Valley Men's Club. The club has donated \$3,000 to go toward the Science Camp trip to the Catalina Island Marine Institute in 2021-2022. Due to COVID-19 we deferred this year's trip to next year and will include both sixth and seventh graders. The contribution provides a substantial start to funding that experience for our students.

While I'm at it, I also would like to acknowledge the Los Alamos Valley Men's Club for its longstanding support for Olga Reed School. When our school has a need, our friends at the LAVMC are there for us. We appreciate them greatly.

Communication to the Los Alamos Valley Men's Club can be directed as follows:

Los Alamos Valley Men's Club
c/o Charlie Gonzalez, President
P.O. Box 13
Los Alamos, CA 93440

Thank you.



BUSINESS SERVICES MEMORANDUM

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

FROM: Nick Taylor, Ed.D
Assistant Superintendent, Business Services

BOARD MEETING DATE: May 12, 2021

BOARD AGENDA ITEM: AB1200 Public Disclosure of proposed Collective Bargaining Agreement – Orcutt Educators Association, California School Employees Association and Certificated, Classified/Confidential Management.

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

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

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

FUNDING: As presented in the attached AB 1200 Disclosure.

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

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

The proposed agreement covers the period beginning: **July 1, 2020** and ending: **June 30, 2021**
 (date) (date)

The Governing Board will act upon this agreement on: **May 12, 2021**
 (date)

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

A. Proposed Change in Compensation

Bargaining Unit Compensation All Funds - Combined		Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for multiyear and overlapping agreements only)		
		Year 1 Increase/(Decrease)	Year 2 Increase/(Decrease)	Year 3 Increase/(Decrease)
		2020-21	2021-22	2022-23
1. Salary Schedule Including Step and Column	\$ 30,005,590	\$ 300,056		
		1.00%	0.00%	0.00%
2. Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	\$ 1,124,665	\$ 689,485	\$ 218,716	\$ -
		61.31%	12.06%	0.00%
Description of Other Compensation				
3. Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 6,187,780	\$ 219,042	\$ 53,420	
		3.54%	0.83%	0.00%
4. Health/Welfare Plans	\$ 4,564,673			
		0.00%	0.00%	0.00%
5. Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5	\$ 41,882,708	\$ 1,208,583	\$ 272,136	\$ -
		2.89%	0.63%	0.00%
6. Total Number of Bargaining Unit Employees (Use FTEs if appropriate)	456.81			
7. Total Compensation <u>Average</u> Cost per Bargaining Unit Employee	\$ 91,685	\$ 2,646	\$ 596	\$ -
		2.89%	0.63%	0.00%

Orcutt Union School District
OEA, CSEA and Management

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

1% increase in salary schedules, retroactive to July 1, 2020. 2 additional work days, paid at the teachers' daily rate, have been added to the 21-22 work calendar. This is for one year only and will be paid out of Res. 7422 In Person Instruction grant. All staff members to received a one-time payment of \$1500 per FTE in 20-21, if they were employed on April 1, 2021.

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

A new salary schedule for speech language providers (SLP) was added. In addition, 5 additional days was added to the SLP work calendar.

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

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

Yes ☒ No ☐

If yes, please describe the cap amount.

Single = \$8,922, 2 party = \$13,596, Family = \$18,675. No change in Health & Welfare benefits due to the settlement.

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

Stipends were added for E-sports coaches. The estimated cost is \$1600 in salary to the general fund and \$2200 in salary to the Charter, Fund 09

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

None.

Orcutt Union School District
OEA, CSEA and Management

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

Although the agreement includes a provision for 2 additional work days for teacher sin the 21-22 fiscal year, negotiations are still open for that year. There are reopeners for 21-22 with regard to compensation.

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

None

F. Source of Funding for Proposed Agreement:

1. Current Year

General Fund.

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

Out of the general fund reserves.

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

Orcutt Union School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund
OEA, CSEA and Management

Bargaining Unit:

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 3/10/2021)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue 8010-8099	\$ 37,162,733		\$ -	\$ 37,162,733
Federal Revenue 8100-8299			\$ -	\$ -
Other State Revenue 8300-8599	\$ 780,657		\$ -	\$ 780,657
Other Local Revenue 8600-8799	\$ 365,811		\$ -	\$ 365,811
TOTAL REVENUES	\$ 38,309,201		\$ -	\$ 38,309,201
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 15,777,113	\$ 437,193		\$ 16,214,306
Classified Salaries 2000-2999	\$ 4,575,812	\$ 179,741		\$ 4,755,553
Employee Benefits 3000-3999	\$ 7,755,132	\$ 134,003		\$ 7,889,135
Books and Supplies 4000-4999	\$ 1,572,403		\$ -	\$ 1,572,403
Services, Other Operating Expenses 5000-5999	\$ 997,499		\$ -	\$ 997,499
Capital Outlay 6000-6999	\$ 103,400		\$ -	\$ 103,400
Other Outgo 7100-7299 7400-7499			\$ -	\$ -
Indirect/Direct Support Costs 7300-7399	\$ (133,675)		\$ -	\$ (133,675)
TOTAL EXPENDITURES	\$ 30,647,683	\$ 750,937	\$ -	\$ 31,398,620
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 600,000	\$ -	\$ -	\$ 600,000
Contributions 8980-8999	\$ (6,033,187)	\$ -	\$ -	\$ (6,033,187)
OPERATING SURPLUS (DEFICIT)*	\$ 1,028,331	\$ (750,937)	\$ -	\$ 277,394
BEGINNING FUND BALANCE				
9791	\$ 13,734,836			\$ 13,734,836
Prior-Year Adjustments/Restatements 9793/9795				\$ -
ENDING FUND BALANCE	\$ 14,763,168	\$ (750,937)	\$ -	\$ 14,012,231
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ 46,959	\$ -	\$ -	\$ 46,959
Restricted Amounts 9740				
Committed Amounts 9750-9760	\$ 12,446,786	\$ (790,937)	\$ -	\$ 11,655,849
Assigned Amounts 9780	\$ 795,478	\$ -	\$ -	\$ 795,478
Reserve for Economic Uncertainties 9789	\$ 1,473,944	\$ 40,000	\$ -	\$ 1,513,944
Unassigned/Unappropriated Amount 9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

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

Orcutt Union School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund
 Bargaining Unit: OEA, CSEA and Management

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 3/10/2021)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue 8010-8099	\$ 1,235,407		\$ -	\$ 1,235,407
Federal Revenue 8100-8299	\$ 4,533,914		\$ -	\$ 4,533,914
Other State Revenue 8300-8599	\$ 3,256,183		\$ 1,940,596	\$ 5,196,779
Other Local Revenue 8600-8799	\$ 2,356,883		\$ -	\$ 2,356,883
TOTAL REVENUES	\$ 11,382,388		\$ 1,940,596	\$ 13,322,984
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 3,238,045	\$ 134,308	\$ -	\$ 3,372,353
Classified Salaries 2000-2999	\$ 2,153,984	\$ 89,039	\$ -	\$ 2,243,023
Employee Benefits 3000-3999	\$ 4,123,117	\$ 51,089	\$ -	\$ 4,174,206
Books and Supplies 4000-4999	\$ 2,352,584		\$ -	\$ 2,352,584
Services, Other Operating Expenses 5000-5999	\$ 3,270,041		\$ -	\$ 3,270,041
Capital Outlay 6000-6999	\$ 94,950		\$ -	\$ 94,950
Other Outgo 7100-7299 7400-7499	\$ 2,191,489		\$ -	\$ 2,191,489
Indirect/Direct Support Costs 7300-7399	\$ 46,475		\$ -	\$ 46,475
TOTAL EXPENDITURES	\$ 17,470,686	\$ 274,436	\$ -	\$ 17,745,122
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 413,101	\$ -	\$ -	\$ 413,101
Contributions 8980-8999	\$ 6,033,187	\$ -	\$ -	\$ 6,033,187
OPERATING SURPLUS (DEFICIT)*	\$ (468,212)	\$ (274,436)	\$ 1,940,596	\$ 1,197,948
BEGINNING FUND BALANCE				
9791	\$ 1,150,284			\$ 1,150,284
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 682,073	\$ (274,436)	\$ 1,940,596	\$ 2,348,233
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts 9740	\$ 682,073	\$ -	\$ -	\$ 682,073
Committed Amounts 9750-9760				
Assigned Amounts 9780				
Reserve for Economic Uncertainties 9789		\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ (0)	\$ (274,436)	\$ 1,940,596	\$ 1,666,160

*Net Increase (Decrease) in Fund Balance

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

Orcutt Union School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund
 Bargaining Unit: OEA, CSEA and Management

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 3/10/2021)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue 8010-8099	\$ 38,398,140		\$ -	\$ 38,398,140
Federal Revenue 8100-8299	\$ 4,533,914		\$ -	\$ 4,533,914
Other State Revenue 8300-8599	\$ 4,036,840		\$ 1,940,596	\$ 5,977,436
Other Local Revenue 8600-8799	\$ 2,722,694		\$ -	\$ 2,722,694
TOTAL REVENUES	\$ 49,691,589		\$ 1,940,596	\$ 51,632,185
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 19,015,158	\$ 571,501	\$ -	\$ 19,586,659
Classified Salaries 2000-2999	\$ 6,729,796	\$ 268,780	\$ -	\$ 6,998,576
Employee Benefits 3000-3999	\$ 11,878,249	\$ 185,092	\$ -	\$ 12,063,341
Books and Supplies 4000-4999	\$ 3,924,987		\$ -	\$ 3,924,987
Services, Other Operating Expenses 5000-5999	\$ 4,267,540		\$ -	\$ 4,267,540
Capital Outlay 6000-6999	\$ 198,350		\$ -	\$ 198,350
Other Outgo 7100-7299 7400-7499	\$ 2,191,489		\$ -	\$ 2,191,489
Indirect/Direct Support Costs 7300-7399	\$ (87,200)		\$ -	\$ (87,200)
TOTAL EXPENDITURES	\$ 48,118,368	\$ 1,025,373	\$ -	\$ 49,143,741
OTHER FINANCING SOURCES/USES				
Transfer In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 1,013,101	\$ -	\$ -	\$ 1,013,101
Contributions 8980-8999	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ 560,120	\$ (1,025,373)	\$ 1,940,596	\$ 1,475,343
BEGINNING FUND BALANCE				
Prior-Year Adjustments/Restatements 9791	\$ 14,885,121			\$ 14,885,121
9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 15,445,240	\$ (1,025,373)	\$ 1,940,596	\$ 16,360,463
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ 46,959	\$ -	\$ -	\$ 46,959
Restricted Amounts 9740	\$ 682,073	\$ -	\$ -	\$ 682,073
Committed Amounts 9750-9760	\$ 12,446,786	\$ (790,937)	\$ -	\$ 11,655,849
Assigned Amounts 9780	\$ 795,478	\$ -	\$ -	\$ 795,478
Reserve for Economic Uncertainties 9789	\$ 1,473,944	\$ 40,000	\$ -	\$ 1,513,944
Unassigned/Unappropriated Amount 9790	\$ (0)	\$ (274,436)	\$ 1,940,596	\$ 1,666,160

*Net Increase (Decrease) in Fund Balance

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

Orcutt Union School District

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

Bargaining Unit:

OEA, CSEA and Management

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

*Net Increase (Decrease) in Fund Balance

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

Orcutt Union School District

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

Bargaining Unit:

OEA, CSEA and Management

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 3/10/2021)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
Federal Revenue 8100-8299	\$ 225,074		\$ -	\$ 225,074
Other State Revenue 8300-8599	\$ 13,105		\$ -	\$ 13,105
Other Local Revenue 8600-8799	\$ -		\$ -	\$ -
TOTAL REVENUES	\$ 238,179		\$ -	\$ 238,179
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 3,706	\$ -	\$ -	\$ 3,706
Classified Salaries 2000-2999	\$ 137,260	\$ 6,623	\$ -	\$ 143,883
Employee Benefits 3000-3999	\$ 57,117	\$ 1,943	\$ -	\$ 59,060
Books and Supplies 4000-4999	\$ 27,714		\$ (8,566)	\$ 19,148
Services, Other Operating Expenses 5000-5999	\$ 3,182		\$ -	\$ 3,182
Capital Outlay 6000-6999	\$ -		\$ -	\$ -
Other Outgo 7100-7299 7400-7499	\$ 9,200		\$ -	\$ 9,200
Indirect/Direct Support Costs 7300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES	\$ 238,179	\$ 8,566	\$ (8,566)	\$ 238,179
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ -	\$ (8,566)	\$ 8,566	\$ -
BEGINNING FUND BALANCE 9791	\$ -			\$ -
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ -	\$ (8,566)	\$ 8,566	\$ -
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts 9740	\$ -	\$ -	\$ -	\$ -
Committed Amounts 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ (8,566)	\$ 8,566	\$ -

*Net Increase (Decrease) in Fund Balance

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

Orcutt Union School District

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

Bargaining Unit:

OEA, CSEA and Management

Object Code		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (As of 3/10/2021)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	\$ -		\$ -	\$ -
Federal Revenue	8100-8299	\$ 1,592,439		\$ -	\$ 1,592,439
Other State Revenue	8300-8599	\$ 86,000		\$ -	\$ 86,000
Other Local Revenue	8600-8799	\$ 10,870		\$ -	\$ 10,870
TOTAL REVENUES		\$ 1,689,309		\$ -	\$ 1,689,309
EXPENDITURES					
Certificated Salaries	1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries	2000-2999	\$ 682,898	\$ 31,314	\$ -	\$ 714,212
Employee Benefits	3000-3999	\$ 271,832	\$ 9,186	\$ -	\$ 281,018
Books and Supplies	4000-4999	\$ 856,421		\$ -	\$ 856,421
Services, Other Operating Expenses	5000-5999	\$ 147,352		\$ -	\$ 147,352
Capital Outlay	6000-6999	\$ 45,000		\$ -	\$ 45,000
Other Outgo	7100-7299 7400-7499	\$ -		\$ -	\$ -
Indirect/Direct Support Costs	7300-7399	\$ 78,000		\$ -	\$ 78,000
TOTAL EXPENDITURES		\$ 2,081,504	\$ 40,500	\$ -	\$ 2,122,004
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ (392,195)	\$ (40,500)	\$ -	\$ (432,695)
BEGINNING FUND BALANCE					
	9791	\$ 1,550,916			\$ 1,550,916
Prior-Year Adjustments/Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 1,158,721	\$ (40,500)	\$ -	\$ 1,118,221
COMPONENTS OF ENDING BALANCE:					
Nonspendable Amounts	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts	9740	\$ 1,158,721	\$ -	\$ (40,500)	\$ 1,118,221
Committed Amounts	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts	9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ 0	\$ (40,500)	\$ 40,500	\$ 0

*Net Increase (Decrease) in Fund Balance

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

Orcutt Union School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund:

Fund 09

Bargaining Unit:

OEA, CSEA and Management

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 3/10/2021)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
Federal Revenue 8100-8299	\$ 303,311		\$ -	\$ 303,311
Other State Revenue 8300-8599	\$ 8,193,963		\$ -	\$ 8,193,963
Other Local Revenues 8600-8799	\$ 198,318		\$ -	\$ 198,318
TOTAL REVENUES	\$ 8,695,593		\$ -	\$ 8,695,593
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 3,361,490	\$ 91,538	\$ -	\$ 3,453,028
Classified Salaries 2000-2999	\$ 502,807	\$ 19,785	\$ -	\$ 522,592
Employee Benefits 3000-3999	\$ 1,792,911	\$ 22,821	\$ -	\$ 1,815,732
Books and Supplies 4000-4999	\$ 629,688		\$ -	\$ 629,688
Services, Other Operating Expenses 5000-5999	\$ 2,323,873		\$ -	\$ 2,323,873
Capital Outlay 6000-6999	\$ -		\$ -	\$ -
Other Outgo 7100-7299	\$ -		\$ -	\$ -
7400-7499				
Indirect/Direct Support Costs 7300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES	\$ 8,610,770	\$ 134,144	\$ -	\$ 8,744,914
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ 85,000	\$ -	\$ -	\$ 85,000
OPERATING SURPLUS (DEFICIT)*	\$ (177)	\$ (134,144)	\$ -	\$ (134,321)
BEGINNING FUND BALANCE 9791	\$ 1,624,339			\$ 1,624,339
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 1,624,162	\$ (134,144)	\$ -	\$ 1,490,018
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts 9740	\$ 166,417	\$ -	\$ -	\$ 166,417
Committed Amounts 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ 1,457,745	\$ (134,144)	\$ -	\$ 1,323,601
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

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

Orcutt Union School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund:

Bargaining Unit:

OEA, CSEA and Management

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 3/10/2021)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
Federal Revenue 8100-8299	\$ -		\$ -	\$ -
Other State Revenue 8300-8599	\$ -		\$ -	\$ -
Other Local Revenue 8600-8799	\$ -		\$ -	\$ -
TOTAL REVENUES	\$ -		\$ -	\$ -
EXPENDITURES				
Certificated Salaries 1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries 2000-2999	\$ -	\$ -	\$ -	\$ -
Employee Benefits 3000-3999	\$ -	\$ -	\$ -	\$ -
Books and Supplies 4000-4999	\$ -		\$ -	\$ -
Services, Other Operating Expenses 5000-5999	\$ -		\$ -	\$ -
Capital Outlay 6000-6999	\$ -		\$ -	\$ -
Other Outgo 7100-7299 7400-7499	\$ -		\$ -	\$ -
Indirect/Direct Support Costs 7300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ -	\$ -	\$ -	\$ -
BEGINNING FUND BALANCE 9791	\$ -			\$ -
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ -
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts 9740	\$ -	\$ -	\$ -	\$ -
Committed Amounts 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties 9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount 9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

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

Orcutt Union School District
OEA, CSEA and Management

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

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

Page 4b: Restricted General Fund	Amount	Explanation
Revenues	\$ 1,940,596	Res. 7422, 7425, 7426 COVID relief funds to be received in 20/21
Expenditures	\$ -	
Other Financing Sources/Uses	\$ -	

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

Page 4e: Fund 12 - Child Development Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ (8,566)	
Other Financing Sources/Uses	\$ -	

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

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

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

Additional Comments:

Orcutt Union School District

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

Bargaining Unit:

OEA, CSEA and Management

		2020-21	2021-22	2022-23
		Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
Object Code				
REVENUES				
LCFF Revenue	8010-8099	\$ 37,162,733	\$ 38,480,732	\$ 36,269,793
Federal Revenue	8100-8299	\$ -	\$ -	\$ -
Other State Revenue	8300-8599	\$ 780,657	\$ 772,506	\$ 772,506
Other Local Revenue	8600-8799	\$ 365,811	\$ 1,132,746	\$ 1,132,297
TOTAL REVENUES		\$ 38,309,201	\$ 40,385,984	\$ 38,174,596
EXPENDITURES				
Certificated Salaries	1000-1999	\$ 16,214,306	\$ 16,407,288	\$ 16,790,777
Classified Salaries	2000-2999	\$ 4,755,553	\$ 4,687,540	\$ 4,801,290
Employee Benefits	3000-3999	\$ 7,889,135	\$ 7,924,509	\$ 8,482,064
Books and Supplies	4000-4999	\$ 1,572,403	\$ 1,347,404	\$ 1,372,601
Services, Other Operating Expenses	5000-5999	\$ 997,499	\$ 1,399,916	\$ 1,463,755
Capital Outlay	6000-6999	\$ 103,400	\$ 103,400	\$ 238,400
Other Outgo	7100-7299 7400-7499	\$ -	\$ -	\$ -
Indirect/Direct Support Costs	7300-7399	\$ (133,675)	\$ (147,352)	\$ (143,858)
Other Adjustments				\$ -
TOTAL EXPENDITURES		\$ 31,398,620	\$ 31,722,704	\$ 33,005,028
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	\$ -		\$ -
Transfers Out and Other Uses	7600-7699	\$ 600,000	\$ 680,000	\$ 705,000
Contributions	8980-8999	\$ (6,033,187)	\$ (6,565,050)	\$ (7,178,912)
OPERATING SURPLUS (DEFICIT)*		\$ 277,394	\$ 1,418,230	\$ (2,714,345)
BEGINNING FUND BALANCE	9791	\$ 13,734,836	\$ 14,012,231	\$ 15,430,460
Prior-Year Adjustments/Restatements	9793/9795	\$ -		
ENDING FUND BALANCE		\$ 14,012,231	\$ 15,430,460	\$ 12,716,115
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts	9711-9719	\$ 46,959	\$ 15,500	\$ 15,500
Restricted Amounts	9740			
Committed Amounts	9750-9760	\$ 11,655,849	\$ 13,496,960	\$ 10,757,615
Assigned Amounts	9780	\$ 795,478	\$ 428,000	\$ 428,000
Reserve for Economic Uncertainties	9789	\$ 1,513,944	\$ 1,490,000	\$ 1,515,000
Unassigned/Unappropriated Amount	9790	\$ -	\$ 0	\$ (0)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Orcutt Union School District

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

Bargaining Unit:

OEA, CSEA and Management

	Object Code	2020-21	2021-22	2022-23
		Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES				
LCFF Revenue	8010-8099	\$ 1,235,407	\$ 1,235,407	\$ 1,235,407
Federal Revenue	8100-8299	\$ 4,533,914	\$ 3,404,924	\$ 1,840,335
Other State Revenue	8300-8599	\$ 5,196,779	\$ 5,312,640	\$ 3,619,521
Other Local Revenue	8600-8799	\$ 2,356,883	\$ 2,349,559	\$ 2,324,027
TOTAL REVENUES		\$ 13,322,984	\$ 12,302,530	\$ 9,019,290
EXPENDITURES				
Certificated Salaries	1000-1999	\$ 3,372,353	\$ 3,644,788	\$ 3,266,128
Classified Salaries	2000-2999	\$ 2,243,023	\$ 2,735,738	\$ 2,570,996
Employee Benefits	3000-3999	\$ 4,174,206	\$ 4,572,814	\$ 4,889,836
Books and Supplies	4000-4999	\$ 2,352,584	\$ 837,957	\$ 459,785
Services, Other Operating Expenses	5000-5999	\$ 3,270,041	\$ 2,422,590	\$ 2,470,304
Capital Outlay	6000-6999	\$ 94,950	\$ 94,950	\$ 94,950
Other Outgo	7100-7299	\$ 2,191,489	\$ 2,359,231	\$ 2,540,213
	7400-7499			
Indirect/Dirrect Support Costs	7300-7399	\$ 46,475	\$ 60,152	\$ 56,658
Other Adjustments			\$ -	\$ -
TOTAL EXPENDITURES		\$ 17,745,122	\$ 16,728,221	\$ 16,348,870
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ 413,101	\$ 425,000	\$ 425,000
Contributions	8980-8999	\$ 6,033,187	\$ 6,565,050	\$ 7,178,912
OPERATING SURPLUS (DEFICIT)*		\$ 1,197,948	\$ 1,714,359	\$ (575,667)
BEGINNING FUND BALANCE	9791	\$ 1,150,284	\$ 2,348,233	\$ 4,062,592
Prior-Year Adjustments/Restatements	9793/9795	\$ -		
ENDING FUND BALANCE		\$ 2,348,233	\$ 4,062,592	\$ 3,486,924
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts	9711-9719	\$ -	\$ -	\$ -
Restricted Amounts	9740	\$ 682,073	\$ 4,062,592	\$ 3,486,924
Committed Amounts	9750-9760			
Assigned Amounts	9780			
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ 1,666,160	\$ (0)	\$ 0

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Orcutt Union School District

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

Bargaining Unit:

OEA, CSEA and Management

	Object Code	2020-21	2021-22	2022-23
		Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES				
LCFF Revenue	8010-8099	\$ 38,398,140	\$ 39,716,139	\$ 37,505,200
Federal Revenue	8100-8299	\$ 4,533,914	\$ 3,404,924	\$ 1,840,335
Other State Revenue	8300-8599	\$ 5,977,436	\$ 6,085,145	\$ 4,392,027
Other Local Revenue	8600-8799	\$ 2,722,694	\$ 3,482,306	\$ 3,456,324
TOTAL REVENUES		\$ 51,632,185	\$ 52,688,515	\$ 47,193,886
EXPENDITURES				
Certificated Salaries	1000-1999	\$ 19,586,659	\$ 20,052,076	\$ 20,056,905
Classified Salaries	2000-2999	\$ 6,998,576	\$ 7,423,278	\$ 7,372,286
Employee Benefits	3000-3999	\$ 12,063,341	\$ 12,497,323	\$ 13,371,900
Books and Supplies	4000-4999	\$ 3,924,987	\$ 2,185,361	\$ 1,832,385
Services, Other Operating Expenses	5000-5999	\$ 4,267,540	\$ 3,822,506	\$ 3,934,059
Capital Outlay	6000-6999	\$ 198,350	\$ 198,350	\$ 333,350
Other Outgo	7100-7299	\$ 2,191,489	\$ 2,359,231	\$ 2,540,213
	7400-7499			
Indirect/Direct Support Costs	7300-7399	\$ (87,200)	\$ (87,200)	\$ (87,200)
Other Adjustments			\$ -	\$ -
TOTAL EXPENDITURES		\$ 49,143,741	\$ 48,450,926	\$ 49,353,898
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ 1,013,101	\$ 1,105,000	\$ 1,130,000
Contributions	8980-8999	\$ -	\$ (0)	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ 1,475,343	\$ 3,132,589	\$ (3,290,013)
BEGINNING FUND BALANCE	9791	\$ 14,885,121	\$ 16,360,463	\$ 19,493,052
Prior-Year Adjustments/Restatements	9793/9795	\$ -		
ENDING FUND BALANCE		\$ 16,360,463	\$ 19,493,052	\$ 16,203,039
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts	9711-9719	\$ 46,959	\$ 15,500	\$ 15,500
Restricted Amounts	9740	\$ 682,073	\$ 4,062,592	\$ 3,486,924
Committed Amounts	9750-9760	\$ 11,655,849	\$ 13,496,960	\$ 10,757,615
Assigned Amounts	9780	\$ 795,478	\$ 428,000	\$ 428,000
Reserve for Economic Uncertainties	9789	\$ 1,513,944	\$ 1,490,000	\$ 1,515,000
Unassigned/Unappropriated Amount	9790	\$ 1,666,160	\$ (0)	\$ 0

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Orcutt Union School District
OEA, CSEA and Management

I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2020-21	2021-22	2022-23
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 50,156,842	\$ 49,555,926	\$ 50,483,898
b.	Less: Special Education Pass-Through Funds	\$ -	\$ -	\$ -
c.	Net Expenditures, Transfers Out, and Uses	\$ 50,156,842	\$ 49,555,926	\$ 50,483,898
d.	State Standard Minimum Reserve Percentage for this District Enter percentage →	3.00%	3.00%	3.00%
e.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, or \$50,000)	\$ 1,504,705	\$ 1,486,678	\$ 1,514,517

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

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 1,513,944	\$ 1,490,000	\$ 1,515,000
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ -	\$ 0	\$ (0)
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$ -	\$ -	\$ -
e.	Total Available Reserves	\$ 1,513,944	\$ 1,490,000	\$ 1,515,000
f.	Reserve for Economic Uncertainties Percentage	3.02%	3.01%	3.00%

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

2020-21	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2021-22	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2022-23	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

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

Reductions to staff will be made in the out years due to retirements and layoffs due to declining enrollment.

Orcutt Union School District
OEA, CSEA and Management**5. Does the Total Compensation Increase/(Decrease) on Page 1, Section A, #5 agree with the Total Increase/(Decrease) for all funds as a result of the settlement(s)? Please explain any variance.**

Total Compensation Increase/(Decrease) on Page 1, Section A, #5	\$ 1,208,583
General Fund balance Increase/(Decrease), Page 4c, Column 2	\$ (1,025,373)
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	\$ -
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	\$ (8,566)
Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2	\$ (40,500)
Other Fund balance Increase/(Decrease), Page 4g, Column 2	\$ (134,144)
Other Fund balance Increase/(Decrease), Page 4h, Column 2	\$ -
Total all fund balances Increase/(Decrease) as a result of the settlement(s)	\$ (1,208,583)

Variance \$ -

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

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

<u>General Fund Combined</u>	<u>Surplus/ (Deficit)</u>	<u>(Deficit) %</u>	<u>Deficit primarily due to:</u>
Current FY Surplus/(Deficit) before settlement(s)?	\$ 560,120	1.1%	
Current FY Surplus/(Deficit) after settlement(s)?	\$ 1,475,343	2.9%	
1st Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ 3,132,589	6.3%	
2nd Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ (3,290,013)	(6.5%)	declining enrollment and staffing

Deficit Reduction Plan (as necessary):

Significant changes have occurred since second interim with regard to additional federal and state emergency funding. These changes will be reflected in Estimated Actuals at the 21-22 Budget Adoption, which will improve the District's financial position due to additional revenue and a hold harmless on enrollment for the

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

7. Subsequent FY?

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

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

2nd Subsequent FY Restricted, Page 5b

\$

-

OEA, CSEA and Management

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

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

(fill out columns for which there is an agreement)				
	Prior Year	2020-21	2021-22	2022-23
a. LCFF Funding per ADA	9,078.00	9,077.00		
b. Amount Change from Prior Year Funding per ADA		(1.00)	-	-
c. Percentage Change from Prior Year Funding per ADA		-0.01%	0.00%	0.00%
d. Total Compensation Amount Change (from Page 1, Section A, Line 5)		1,208,583.00	272,136.00	-
e. Total Compensation Percentage Change (from Page 1, Section A, Line 5)		2.89%	0.63%	0.00%
f. Proposed agreement is within/exceeds change in LCFF Funding (f vs. e)		Exceeds	Exceeds	-

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

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

In accordance with the requirements of Government Code Sections 3540.2 and 3547.5, the Superintendent and Chief Business Official of the Orcutt Union School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from July 1, 2020 to June 30, 2021.

Board Actions

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

Current Year

Budget Adjustment Categories:

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

Budget Adjustment Increase/(Decrease)

\$	1,940,596
\$	1,200,017
\$	740,579

Subsequent Years

Budget Adjustment Categories:

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

Budget Adjustment Increase/(Decrease)

\$	-
\$	-
\$	-

Budget Revisions

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

Assumptions

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

Certifications

☐ I hereby certify ☐ I am unable to certify

District Superintendent

(Signature)

Date

☐ I hereby certify ☐ I am unable to certify

Chief Business Official

(Signature)

Date

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

Orcutt Union School District
OEA, CSEA and Management

Assumptions and Explanations (enter or attach documentation)

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

The AB1200 was built based on the last Board approved budget, which is the Second Interim budget for 2020-21.

Additions in COVID relief funds that have been approved since second interim have been added to the restricted schedules.

We will receive approximately \$1.9 million in 20/21 and another \$1.9 million in 21/22.

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

Budget reductions will need to be made in the out years. This was the case prior to the settlement agreeemnt. Significant change

While the District is in declining enrollment, the hold harmless on attendance for the 2020-21 fiscal year, as well as prior year funding for 2021-22 will help the District.

Staffing, including the possibility of not replacing anyone who retires, and layoffs will be carefully considered in order to right-size our District in the coming years. The District is receiving significant one-time money due to COVID. These funds will be used to pay for the 2 extra teacher work days in the 21-22 year. This is a one time increase in the work calendar. In 22-23 the certificated work calendar will be reduced by two days to reflect the same number of days in the 20-21 work calendar.

The District is using its ending fund balance to fund the one time payment of \$1500/FTE in 20-21 as well as the ongoing raise of 1%. Our Speech Pathologists have a new salary schedule as well as a calendar that reflects an additional 5 work days per year. The District has been having to contract with an outside agency for Speech Language Pathologists for a number of years because our salary schedule has not been competitive. We believe this will allow us to hire more permanent employees and reduce our dependencies on contractors, at an overall minimal cost (if any) to the District. In year 2 and 3 of the MYP, \$600,000 in services was added into year 2 and year 3. It was discovered after second interim that these costs has mistakenly been omitted. In order to give a more accurate picture of the District's finances, they have been added back in.

L. CERTIFICATION NO. 2

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

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

Orcutt Union School District

District Name

District Superintendent

(Signature)

Sandra Knight

Contact Person

Date

805-938-8915

Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on May 12, 2021, took action to approve the proposed agreement with the OEA, CSEA and Management Bargaining Unit(s).

President (or Clerk), Governing Board

(Signature)

Date

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



BUSINESS SERVICES MEMORANDUM

TO: Board of Trustees
Holly , Ed.D.

FROM: Nick Taylor
Assistant Superintendent, Business Services

BOARD MEETING DATE: May 12, 2021

BOARD AGENDA ITEM: Award Bid for Olga Reed Electrical Project for Measure G

BACKGROUND: As required, per BP 3311 Bids, and Public Contract Code 20111, bids were requested for the Olga Reed Electrical Project. The total **estimated** cost for this project; including the soft cost is \$641,249, and a proposed budget will be submitted to the Board for approval on a separate action item.

We received two bids, and they are as follows:

Company	Location	Total Bid
RDZ Contractors	Nipomo	\$468,794.00
Edwards Construction Group. Inc.	Nipomo	\$513,300.00

RECOMMENDATION: Staff recommends that the Board of Trustees Award the Olga Reed Electrical Project for Measure G Bond to RDZ Contractors, for \$468,794, as they were the lowest, responsive, and responsible bidder.

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



BUSINESS SERVICES MEMORANDUM

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

FROM: Nick Taylor
Assistant Superintendent, Business Services

BOARD MEETING DATE: May 12, 2021

BOARD AGENDA ITEM: Olga Reed School Site Electrical Improvements Project Budget for Measure G Bond

BACKGROUND: According to the Local School Construction Bonds Act of 2000 (15264-15288), vigorous efforts are undertaken to ensure that the expenditures of bond measures, are in strict conformity with the law.

The governing board of Orcutt Union School District shall have oversight, and approve all bond projects and expenditures. Below is the **estimated** Olga Reed School Site Electrical Improvements Project Budget:

Olga Reed Site Electrical Budget	Total
General Contractor	\$468,794
10% Contingency	\$46,879
Total Hard Costs	\$515,673
Architect Fees	\$56,160
Construction Manager Fees	\$25,000
DSA Plan/Field Review Fee/Testing	\$15,000
DSA Inspector	\$18,000
Subtotal Soft Costs	\$114,160
10% Contingency	\$11,416
Total Soft Costs	\$125,576
Total Budget	\$641,249

RECOMMENDATION: I recommend that the Board of Trustees approve the estimated budget of \$641,249 for the Olga Reed School Site Electrical Improvements, as submitted.

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



BUSINESS SERVICES MEMORANDUM

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

FROM: Nick Taylor, Ed.D.
Assistant Superintendent, Business Services

BOARD MEETING DATE: May 12, 2021

BOARD AGENDA ITEM: Resolution No. 20, Special Revenue Fund (Fund 08)

BACKGROUND: The Governmental Accounting Standards Board (GASB) requires school districts to establish a specific fund to monitor Associated Student Body (ASB) accounts. This is a new fund for our district.

Fund 08 is established pursuant to GASB 84 with the primary objective to provide guidance how governments should report fiduciary activities in their general purpose external financial reports.

GASB Statement 84 was developed to provide consistency and comparability across all governmental units by establishing specific criteria to identify and report fiduciary activities.

The three types of fiduciary activities defined in this standard are:

- Fiduciary component units, which include certain pension and OPEB arrangements and other component units that are fiduciary
- Pension and OPEB arrangements that are not component units
- Other fiduciary activities (ASB)

RECOMMENDATION: Staff recommends that the Board of Trustees approve the attached Resolution No. 20, Special Revenue Fund (Fund 08), as submitted.

FUNDING: N/A

Resolution of the Board of Trustees

of the Orcutt Union School District

To Establish a Fund, in accordance with

Specified Code Section

Whereas, the Board of Trustees of the Orcutt Union School District is desirous of maintaining a Retiree Benefit Fund (Fund 08);

Now, Therefore Be It Resolved that the Board of Trustees of the Orcutt Union School District hereby requests that the Santa Barbara County Auditor's Office establish a Special Revenue Fund (Fund 08) for the Orcutt Union School District School District;

And, Be It Further Resolved, that the interest earned on moneys deposited in the established Revenue Fund (Fund 08) remains in the fund.

Passed and Adopted this 12th of May, 2021 by the following vote:

Ayes: _____

Noes: _____

Absent: _____

Abstain: _____

(Signed) _____

Board Clerk/Secretary



EDUCATIONAL SERVICES MEMORANDUM

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

FROM: Janet Bertoldi, Interim Assistant Superintendent, Educational Services

BOARD MEETING DATE: May 12, 2021

BOARD AGENDA ITEM: Expanded Learning Opportunities Grant Plan for Orcutt Union School District

BACKGROUND: The California Legislature provided \$4.6 billion for Expanded Learning Opportunities (ELO) Grants with passage of AB 86 on March 5, 2021. To be eligible for funding, LEAs must implement a learning recovery program, that at a minimum provides supplemental instruction, support for social and emotional well-being, and, to maximum extent possible under the guidelines of the USDA, meals and snacks to specified student groups as defined in Education Code Section 43522, who have faced adverse learning and social-emotional circumstances.

RECOMMENDATION: Staff recommends the Board of Trustees approve the Expanded Learning Opportunities Grant Plan for the Orcutt Union School District as submitted.

FUNDING: The Expanded Learning Opportunities Grant provides \$2,652,987 to fund the Orcutt Union School District plan.



Expanded Learning Opportunities Grant Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Orcutt Union School District	Janet Bertoldi Interim Assistant Superintendent	jbertoldi@orcutt-schools.net 805-938-8931

The following is the local educational agency's (LEA's) plan for providing supplemental instruction and support to students, including those identified as needing academic, social-emotional, and other supports, including the provision of meals and snacks. The plan will explain how the LEA will use the funds it receives through the Expanded Learning Opportunities (ELO) Grant to implement a learning recovery program for at least the students included in one or more of the following groups: low-income students, English learners, foster youth, homeless students, students with disabilities, students at risk of abuse, neglect, or exploitation, disengaged students, and students who are below grade level, including, but not limited to, those who did not enroll in kindergarten in the 2020–21 school year, credit-deficient students, high school students at risk of not graduating, and other students identified by certificated staff.

For specific requirements please refer to the Expanded Learning Opportunities Grant Plan Instructions.

Plan Descriptions

A description of how parents, teachers, and school staff were involved in the development of the plan.

The process began with input from various stakeholder groups to provide input and feedback on the plan. Two surveys were also conducted to gain information from parents and teachers.

The following stakeholder meetings were held:

- 1/26/21 - Met with Elementary Administrators and Teachers to brainstorm student needs and components of an effective Expanded Learning Opportunity Plan
- 2/3/21 - Met with Secondary Administrators and Teachers to brainstorm student needs and components of an effective Expanded Learning Opportunity Plan
- 2/23/21 - Met with School Administrators, Executive Director of Special Education, Cabinet to gather input and share components of Expanded Learning Opportunity Plan
- 3/15/21 - Met with the Orcutt Union School District Parent/Superintendent Group to gather input and share components of Expanded Learning Opportunity Plan
- 3/31/21 - Met with the Orcutt Union School District's English Advisory Council (DELAC) to gather input and share components of the Expanded Learning Opportunity Plan

4/1/21 - Met with Elementary Administrators and Teachers to update ideas for the Expanded Learning Opportunity Plan.
4/13/21 - Met with District Administrators and Psychologists to gather input and share ideas for the Expanded Learning Opportunity Plan
4/14/21 - Presented plan ideas at a School Board Meeting
4/26/21 - Met with Orcutt Union School District Parent/Superintendent Group to gather input and share the progress of the development of the Expanded Learning Opportunity Plan
4/29/21 - Met with a group of classified employees to gather input for the Expanded Learning Opportunity Plan
4/29/21 - Met with Secondary Administrators and Teachers to update ideas for summer school options and components of an effective Expanded Learning Opportunity Plan
5/4/21 - Met with another group of classified employees to gather input for the Expanded Learning Opportunity Plan
5/6/21 - Met with secondary administrators and teachers to gather input for the Expanded Learning Opportunity Plan.
5/12/21 - Presentation of the Expanded Learning Opportunity Plan at Orcutt Union School District School Board Meeting

A survey was sent to parents of students in grades K-5 to determine if there is an interest in a summer remediation/acceleration program. Of the 634 parents who responded, 84 percent of parents said that they definitely or possibly would be interested in a summer program. There was much interest in the various types of programs suggested. Of the 521 who responded that they definitely or possibly would have their child(ren) attend, 67% showed interest in a program which would include academic acceleration, including previewing grade-level curriculum so students start strong in 2021-2022; 59 percent were interested in a program that would include academic intervention, so students can be introduced to skills in the core areas of reading and mathematics; 61 percent showed interest in social-emotional learning; 60 percent indicated physical education and outdoor recreation would be important in a summer program; 51 percent would be in favor of arts instruction (visual arts, drama, music, etc.); and 60 percent indicated that hands-on learning would be beneficial. Finally, 45 percent of respondents who would definitely or possibly send their child to a summer session feel that small class size is important.

Stakeholder groups including administrators, teachers, parents (including parents of English Learners) were consulted. Input from administrators and teachers included the following: making sure students are grouped for MTSS intervention based on spring data; incorporating Social Emotional Learning, PE, writing, and hands-on activities; focusing on comprehension and reading novels in the upper grades; offering acceleration of learning concepts from the next grade to give students a head-start; offering a "distance learning" option; making sure the programs are also offered at Olga Reed; and offering transportation if possible. Parent subgroups were very supportive of the teacher ideas as presented. Parents in the DELAC group requested that information be distributed via our Parent Square communication system.

A description of how students will be identified and the needs of students will be assessed.

During the spring of 2021, students in grades 1-8 will take the Northwestern Education Association Measures of Academic Progress (NWEA MAP) test to assess student performance on California Content Standards in English/Language Arts and math. Students currently participating in reading intervention (Systematic Instruction in Phonological Awareness, Phonics, and Sight Words [SIPPS]) will take mastery tests. Then according to our Multi-Tiered System of Support (MTSS) Plan, students in grades 1-5 will be placed in At/Above Standard or Below Standard Groupings for Reading during summer. Students in the Below Standard Grouping will be placed in an Intensive (A) or Strategic (B) group. Students in kindergarten will receive benchmark assessments that will place them in At/Above Standard or Below

Standard Groups for Reading. Students in the Below Standard Group will be placed in an Intensive (A) or Strategic (B) group. The NWEA will be used to place students below or At/Above standard in math.

Students in grades 6 and 7 will be placed in At/Above Standard or Below Standard Groupings for English/Language Arts and Math based on their NWEA scores from Spring 2021 test administration. Students performing below standard will be invited to attend a summer Expanded Learning Opportunity. Priority will be given to students in the following groups: low income, English Learners, foster youth, homeless students, students with disabilities, students at risk of abuse, neglect, or exploitation, disengaged students, and students who are below grade level, including, but not limited to, those who did not enroll in kindergarten in the 2020-21 school year.

In the fall of 2021, students in grades 1-6 will receive Acadience Screening and will take the NWEA. Students performing below grade level will receive intervention based on the district MTSS program. Priority will be given to students in the following groups: low income, English Learners, foster youth, homeless students, students with disabilities, and students at risk of abuse, neglect, or exploitation.

Students in grade K will be identified as needing additional support in the fall of 2021. They will be supported by additional time in school due to our full day kindergarten program and a lower teacher/student ratio with additional support, including paraprofessionals. In the winter of 2022, students will be screened with Acadience and will receive intervention based on the district MTSS program. Priority will be given to students in the following groups: low income, English Learners, foster youth, homeless students, students with disabilities, and students at risk of abuse, neglect, or exploitation.

A description of how parents and guardians of students will be informed of the opportunities for supplemental instruction and support.

In the spring, parents will receive a notice indicating that if students are performing at or below grade level and if a summer Expanded Learning Opportunity is recommended. Parents will also received an NWEA report which will show the student's performance on this assessment over time. (Aside from school closure, the NWEA is administered three times a year to first - 6th grade students and one - two times a year to 7th and 8th grade students.) Parents will also receive end-of-school-year report cards that show student performance during the 2020-2021 school year.

Families of students in the following groups will receive personal invitations to a summer program if they did not enroll their student into a summer Expanded learning Opportunity and enrollment is recommended by the child's teacher: low income, English Learners, foster youth, homeless students, students with disabilities, students at risk of abuse, neglect, or exploitation, disengaged students, and students who are below grade level.

Students enrolling into TK or kindergarten for the 2021-2022 school year will receive information at registration regarding the summer two week Extended Learning Opportunity session. Priority will be given to children in the following groups: low income, English Learners, foster youth, homeless students, students with disabilities, and students at risk of abuse, neglect, or exploitation.

Our bilingual community liaisons will assist in communicating with our Spanish speaking parents about summer programs as needed.

A description of the LEA's plan to provide supplemental instruction and support.

Program plans are as follows:

Summer Sessions: Four-week session for students going into grades 1-6 in the 2021-22 school year. Two-week session for students entering grades TK, K, 7, and 8 right before the beginning of the school year.

Extended School Year for students with Special Needs (as written in their IEPs)

Full Day Kindergarten with additional support

Targeted academic and behavioral support for K - 6th grade students

Targeted academic and behavioral support for 7th/8th grade students.

A newly hired social worker will provide services to at risk students (foster, homeless, English Learners, students with disabilities, students at risk of abuse, neglect, or exploitation) and connect their families to additional resources.

Summer Sessions for students entering grades 1-6 (four hours per day)

A four-week summer session focusing on reading and math will be offered to students entering grades 1-6. Students will be divided into classroom groups based on their need for reading intervention as presented in the Orcutt School District Multi-Tiered System of Support (MTSS) Model. The Systematic Instruction in Phonological Awareness, Phonics, and Sight Words (SIPPS) research-based program will be administered daily to students who have phonological reading needs. Students requiring reading intervention will have their progress monitored and recorded for an end-of-session report to parents and for distribution to next year's teacher. Priority for enrollment will be given to at-risk students (low-income, English Learners, foster youth, homeless students, students with disabilities, students at risk of abuse, neglect, or exploitation, disengaged students, and students who are below grade level). Hourly support teachers will assist in reading placement and progress monitoring as needed during the summer programs.

Math instruction will be based on the work of Dr. Michele Douglass and documented in our MTSS model. The Zearn Math program will be utilized to focus on specific math skills for students in grades K-5. The IXL math program will be available for sixth graders who need extra support in math. Acceleration of student learning will be a major focus of the summer program. Teachers will present major concepts from the next grade level so that students can get a "head start" to the new school year. The SEE (Social Emotional and Ethical) Learning curriculum will be presented daily.

A school counselor will be available for support for teachers in implementing the social emotional curriculum. The school counselor will also be available to support students in individual or small group settings. The school counselor will also have community resources available for referrals for support for family or student needs.

A PE teacher will offer opportunities for regular physical and/or recreational activities which will include a social emotional component.

A Grab and Go Lunch will be given to students as they leave school each day in summer sessions.

Busing will be available from designated areas for the four-week session.

In addition, students entering grades TK, K, 7, and 8, will have a "jump start" program available the two weeks before school starts. This program will focus on learning acceleration (presentation of concepts to be seen in the upcoming school year). The Zearn program will be available for kindergarten students requiring extra assistance in math. The IXL program will be available for students in grades 7 & 8 who

need math skills support. the SEE (Social Emotional and Ethical) Learning curriculum will be presented daily for students in grades 7 & 8. A school counselor will be available to support SEE Learning lessons as well as to provide support for students and/or community referrals for students and families.

Prior to the four-week summer extended learning opportunity, teachers will be trained in SIPPS by OUSD TOSAs. They will also be trained in essential math concepts and strategies by Dr. Michele Douglass. Trauma-Informed Practices and strategies for addressing student behavior issues will be shared prior to the start of the summer sessions by the school counselor prior to the four-week and two-week sessions. Reading and math lessons will be planned collaboratively with the site administrator and/or TOSA. Acceleration lessons will also be collaboratively planned to insure fidelity of grade level acceleration.

Students with identified special needs will be provided an Extended School Year option as stipulated in their IEPs. Other students with special needs will be served in the regular education summer session program with special education staff support.

A full day kindergarten program will be implemented in the 2021-22 school year. Additional support via paraprofessionals (instructional assistants) will be placed in kindergarten classrooms to focus on targeted skill development in language arts, math and behavior support. Professional development will be provided for kindergarten staff in the area of managing classroom centers and supporting student behavior.

Monitored by the Executive Director of Educational Services, targeted academic and behavioral support for K-6 students will be implemented. Behavior support training will be implemented for classified staff including instructional assistants, noon duty assistants, PE assistants, Campus Connection staff, bus drivers, and preschool staff. Two additional hourly support teachers to assist in the implementation of reading and/or math intervention programs will be placed at Nightingale, Alice Shaw, Patterson Road, Ralph Dunlap, and Pine Grove Schools. One additional support teacher will be added to the Los Alamos Schools (Olga Reed). Priority for reading/math intervention will be given to at-risk students (low-income, English Learners, foster youth, homeless students, students with disabilities, students at risk of abuse, neglect, or exploitation, disengaged students, and students who are below grade level).

Before/after school support will be offered to students who have academic needs.

Under the direction of the Executive Director of Educational Services, targeted academic and behavioral support for students in grades 7 & 8 will be implemented. Schools will develop (Lakeview Junior High) or continue (Orcutt Junior High) their Extended Learning Opportunity (ELO) support schedule. At Orcutt Junior High, targeted intervention and enrichment is built into the school day 1/2 hour each of four days. Roving substitutes will be available for teachers and administrators to collaborate quarterly regarding student performance data and to make modifications to the intervention programs. Teachers and administrators will collaborate to choose a reading and/or math program if needed to meet the needs of students. Hourly support teachers will be available quarterly to do any individual assessment needed.

Hourly teachers or paraprofessionals will be provided in junior high English classes if needed to focus on the needs of at risk students (English Learners, foster, homeless, low-income, and students with disabilities). An English section (.4) will be funded at the junior high schools to lower the class size and to provide intervention in reading.

Universal Design for Learning (UDL) strategies will be presented to students in the summer sessions. An example is WeVideo, where students can illustrate their understanding of concepts via video.

A social worker will target the needs of at-risk students (low-income, English Learners, foster youth, homeless students, students with disabilities, students at risk of abuse, neglect, or exploitation, disengaged students, and students who are below grade level) and connect families to outside resources as needed.

PE teachers will work with noon duty supervisors to develop ways to start productive activities and support student behavior during recesses.

A program specialist will utilize the district MTSS plan to insure that at risk students (English Learners, foster, homeless, low-income, students with disabilities) have access to regular education interventions. The program specialist will also be involved in PBIS development and implementation on the school sites.

All students in the Orcutt School District are provided a technology device. This device will be utilized during summer expanded learning opportunities as needed. If families do not have Internet access at home, the district will provide hot-spots for increased access to the Internet.

A district team (made up of administration, teachers, school psychologist and counselor staff) will meet to discuss social-emotional needs of students and staff. The implementation of the district social-emotional curriculum will be discussed. The use of the CASEL Framework for Social Emotional Learning will be referenced. Substitute time for staff will be utilized for during-school meetings. The Devereaux Student Strengths Assessment (DESSA) screening and assessment tools will be utilized to identify students with social emotional needs and to further investigate student issues. The DESSA also provides activities to target focus areas for students as well as activities to remediate social emotional issues. Data will be analyzed, with a priority focus on at-risk students (English Learners, foster, homeless, students with special needs, and low-income students).

District and site administrators are planning and preparing for the return of students. Examples of activities include scheduling, monitoring health/safety requirements, communicating with staff and parents, creating and implementing extended learning opportunities.

Expenditure Plan

The following table provides the LEA’s expenditure plan for how it will use ELO Grant funds to support the supplemental instruction and support strategies being implemented by the LEA.

Supplemental Instruction and Support Strategies	Planned Expenditures	Actual Expenditures
Extending instructional learning time	1,500,000	

Supplemental Instruction and Support Strategies	Planned Expenditures	Actual Expenditures
Accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports	250,000	
Integrated student supports to address other barriers to learning	250,000	
Community learning hubs that provide students with access to technology, high-speed internet, and other academic supports	227,987	
Supports for credit deficient students to complete graduation or grade promotion requirements and to increase or improve students' college eligibility	25,000	
Additional academic services for students	300,000	
Training for school staff on strategies to engage students and families in addressing students' social-emotional health and academic needs	100,000	
Total Funds to implement the Strategies	2,652,987	

A description of how ELO Grant funds are being coordinated with other federal Elementary and Secondary School Emergency Relief Funds received by the LEA.

Federal ESSER II relief funds will be used to provide additional services to our special education students, outside of the ELO Grant.

Expanded Learning Opportunities Grant Plan Instructions: Introduction

The Expanded Learning Opportunities Grant Plan must be completed by school districts, county offices of education, or charter schools, collectively referred to as Local Educational Agencies (LEAs), that receive Expanded Learning Opportunities (ELO) Grant funds under California *Education Code (EC)* Section 43521(b). The plan must be adopted by the local governing board or body of the LEA at a public meeting on or before June 1, 2021, and must be submitted to the county office of education, the California Department of Education, or the chartering authority within five days of adoption, as applicable. The plan must be updated to include the actual expenditures by December 1, 2022.

For technical assistance related to the completion of the Expanded Learning Opportunities Grant Plan, please contact
ELOGrants@cde.ca.gov or <mailto:lcff@cde.ca.gov>

Instructions: Plan Requirements

An LEA receiving ELO Grant funds under *EC* Section 43521(b) is required to implement a learning recovery program that, at a minimum, provides supplemental instruction, support for social and emotional well-being, and, to the maximum extent permissible under the guidelines of the United States Department of Agriculture, meals and snacks to, at a minimum, students who are included in one or more of the following groups:

- low-income,
- English learners,
- foster youth,
- homeless students,
- students with disabilities,
- students at risk of abuse, neglect, or exploitation,
- disengaged students, and
- students who are below grade level, including, but not limited to, those who did not enroll in kindergarten in the 2020–21 school year, credit-deficient students, high school students at risk of not graduating, and other students identified by certificated staff.

For purposes of this requirement

- “Supplemental instruction” means the instructional programs provided in addition to and complementary to the LEAs regular instructional programs, including services provided in accordance with an individualized education program (IEP).
- “Support” means interventions provided as a supplement to those regularly provided by the LEA, including services provided in accordance with an IEP, that are designed to meet students’ needs for behavioral, social, emotional, and other integrated student supports, in order to enable students to engage in, and benefit from, the supplemental instruction being provided.
- “Students at risk of abuse, neglect, or exploitation” means students who are identified as being at risk of abuse, neglect, or exploitation in a written referral from a legal, medical, or social service agency, or emergency shelter.

EC Section 43522(b) identifies the seven supplemental instruction and support strategies listed below as the strategies that may be supported with ELO Grant funds and requires the LEA to use the funding only for any of these purposes. LEAs are not required to implement each supplemental instruction and support strategy; rather LEAs are to work collaboratively with their community partners to identify the

supplemental instruction and support strategies that will be implemented. LEAs are encouraged to engage, plan, and collaborate on program operation with community partners and expanded learning programs, and to leverage existing behavioral health partnerships and Medi-Cal billing options in the design and implementation of the supplemental instruction and support strategies being provided (*EC* Section 43522[h]).

The seven supplemental instruction and support strategies are:

1. Extending instructional learning time in addition to what is required for the school year by increasing the number of instructional days or minutes provided during the school year, providing summer school or intersessional instructional programs, or taking any other action that increases the amount of instructional time or services provided to students based on their learning needs.
2. Accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports including, but not limited to, any of the following:
 - a. Tutoring or other one-on-one or small group learning supports provided by certificated or classified staff.
 - b. Learning recovery programs and materials designed to accelerate student academic proficiency or English language proficiency, or both.
 - c. Educator training, for both certificated and classified staff, in accelerated learning strategies and effectively addressing learning gaps, including training in facilitating quality and engaging learning opportunities for all students.
3. Integrated student supports to address other barriers to learning, such as the provision of health, counseling, or mental health services, access to school meal programs, before and after school programs, or programs to address student trauma and social-emotional learning, or referrals for support for family or student needs.
4. Community learning hubs that provide students with access to technology, high-speed internet, and other academic supports.
5. Supports for credit deficient students to complete graduation or grade promotion requirements and to increase or improve students' college eligibility.
6. Additional academic services for students, such as diagnostic, progress monitoring, and benchmark assessments of student learning.
7. Training for school staff on strategies, including trauma-informed practices, to engage students and families in addressing students' social-emotional health needs and academic needs.

As a reminder, *EC* Section 43522(g) requires that all services delivered to students with disabilities be delivered in accordance with an applicable IEP.

Fiscal Requirements

The following fiscal requirements are requirements of the ELO grant, but they are not addressed in this plan. Adherence to these requirements will be monitored through the annual audit process.

- The LEA must use at least 85 percent (85%) of its apportionment for expenditures related to providing in-person services in any of the seven purposes described above.
- The LEA must use at least 10 percent (10%) of the funding that is received based on LCFF entitlement to hire paraprofessionals to provide supplemental instruction and support through the duration of this program, with a priority for full-time paraprofessionals. The supplemental instruction and support provided by the paraprofessionals must be prioritized for English learners and students with disabilities. Funds expended to hire paraprofessionals count towards the LEAs requirement to spend at least 85% of its apportionment to provide in-person services.

- An LEA may use up to 15 percent (15%) of its apportionment to increase or improve services for students participating in distance learning or to support activities intended to prepare the LEA for in-person instruction, before in-person instructional services are offered.

Instructions: Plan Descriptions

Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA's local community.

A description of how parents, teachers, and school staff were involved in the development of the plan

Describe the process used by the LEA to involve, at a minimum, parents, teachers, and school staff in the development of the Expanded Learning Opportunities Grant Plan, including how the LEA and its community identified the seven supplemental instruction and support strategies that will be implemented. LEAs are encouraged to engage with community partners, expanded learning programs, and existing behavioral health partnerships in the design of the plan.

A description of how parents and guardians of students will be informed of the opportunities for supplemental instruction and support.

Describe the LEA's plan for informing the parents and guardians of students identified as needing supplemental instruction and support of the availability of these opportunities, including an explanation of how the LEA will provide this information in the parents' and guardians' primary languages, as applicable.

A description of how students will be identified and the needs of students will be assessed

Describe the LEA's plan for identifying students in need of academic, social-emotional, and other integrated student supports, including the LEA's plan for assessing the needs of those students on a regular basis. The LEA's plan for assessing the academic needs of its students may include the use of diagnostic and formative assessments.

As noted above in the Plan Requirements, "other integrated student supports" are any supports intended to address barriers to learning, such as the provision of health, counseling, or mental health services, access to school meal programs, before and after school programs, or programs to address student trauma and social-emotional learning, or referrals for support for family or student needs.

A description of the LEA's plan to provide supplemental instruction and support

Describe the LEA's plan for how it will provide supplemental instruction and support to identified students in the seven strategy areas defined in the Plan Requirements section. As a reminder, the LEA is not required to implement each of the seven strategies; rather the LEA will to work collaboratively with its community to identify the strategies that will be implemented. The plan must include a description of how supplemental instruction and support will be provided in a tiered framework that bases universal, targeted, and intensive supports on students' needs for academic, social-emotional, and other integrated student supports. The plan must also include a description of how the services will be provided through a program of engaging learning experiences in a positive school climate.

As a reminder, *EC* Section 43522(g) requires that all services delivered to students with disabilities be delivered in accordance with an applicable individualized education program. Additionally, LEAs are encouraged to collaborate with community partners and expanded learning programs, and to leverage existing behavioral health partnerships and Medi-Cal billing options in the implementation of, this plan (*EC* Section 43522[h]).

Instructions: Expenditure Plan

The 'Supplemental Instruction and Support Strategies' column of the Expenditure Plan data entry table lists the seven supplemental instruction and support strategies that may be supported with ELO Grant funds.

Complete the Expenditure Plan data entry table as follows:

In the 'Planned Expenditures' column of the data entry table, specify the amount of ELO Grant funds being budgeted to support each supplemental instruction and support strategies being implemented by the LEA and the total of all ELO Grant funds being budgeted.

The plan must be updated to include the actual expenditures by December 1, 2022. In the 'Actual Expenditures' column of the data entry table the LEA will report the amount of ELO Grant funds that the LEA actually expended in support of the strategies that it implemented, as well as the total ELO Grant funds expended.

A description of how these funds are being coordinated with other federal Elementary and Secondary School Emergency Relief Funds received by the LEA

Describe how the LEA is coordinating its ELO Grant funds with funds received from the federal Elementary and Secondary School Emergency Relief (ESSER) Fund provided through the federal Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (Public Law 116-260), also known as ESSER II, to maximize support for students and staff.

California Department of Education
March 2021



EDUCATIONAL SERVICES MEMORANDUM

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

FROM: Janet Bertoldi, Interim Assistant Superintendent, Educational Services

BOARD MEETING DATE: May 12, 2021

BOARD AGENDA ITEM: Expanded Learning Opportunities Grant Plan for Orcutt Academy Charter School

BACKGROUND: The California Legislature provided \$4.6 billion for Expanded Learning Opportunities (ELO) Grants with passage of AB 86 on March 5, 2021. To be eligible for funding, LEAs must implement a learning recovery program, that at a minimum provides supplemental instruction, support for social and emotional well-being, and, to maximum extent possible under the guidelines of the USDA, meals and snacks to specified student groups as defined in Education Code Section 43522, who have faced adverse learning and social-emotional circumstances.

RECOMMENDATION: Staff recommends the Board of Trustees approve the Expanded Learning Opportunities Grant Plan for the Orcutt Academy Charter School as submitted.

FUNDING: The Expanded Learning Opportunities Grant provides \$526,071 to fund the Orcutt Academy Charter School plan.

Expanded Learning Opportunities Grant Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Orcutt Academy Charter School	Joseph Dana Director of Charter Programs	jdana@orcutt-schools.net 805-938-8934

The following is the local educational agency's (LEA's) plan for providing supplemental instruction and support to students, including those identified as needing academic, social-emotional, and other supports, including the provision of meals and snacks. The plan will explain how the LEA will use the funds it receives through the Expanded Learning Opportunities (ELO) Grant to implement a learning recovery program for at least the students included in one or more of the following groups: low-income students, English learners, foster youth, homeless students, students with disabilities, students at risk of abuse, neglect, or exploitation, disengaged students, and students who are below grade level, including, but not limited to, those who did not enroll in kindergarten in the 2020–21 school year, credit-deficient students, high school students at risk of not graduating, and other students identified by certificated staff.

For specific requirements please refer to the Expanded Learning Opportunities Grant Plan Instructions.

Plan Descriptions

A description of how parents, teachers, and school staff were involved in the development of the plan.

The development of the Orcutt Academy Expanded Learning Opportunities Grant Plan took place in concurrence with the development of the Orcutt Union School District plan. The process began with solicitation of input from various stakeholder groups and ultimately included two surveys to gain input from parents and teachers. Assistant Superintendent of Educational Services Janet Bertoldi has overseen the process to this point.

The following stakeholder meetings were held:

- 1/26/21 - Met with elementary administrators and teachers to brainstorm student needs and components of an effective ELO Plan.
- 2/3/21 - Met with secondary administrators and teachers to brainstorm student needs and components of an effective ELO Plan.
- 2/23/21 - Met with school administrators, executive director of Special Education, and Cabinet to gather input and share components of ELO Plan.
- 3/15/21 - Met with the Orcutt Union School District Superintendent/Parent Group to gather input and share components of ELO Plan.
- 3/31/21 - Met with the Orcutt Union School District English Learners Advisory Council (DELAC) to gather input and share components of ELO Plan.
- 4/1/21 - Met with elementary administrators and teachers to update ideas for summer programming.
- 4/13/21 - Met with district administrators and psychologists to gather input and share ideas for the ELO Plan.
- 4/14/21 - Presented conceptual ideas for summer programming at school board meeting.
- 4/20/21 - Met with Orcutt Academy School Advisory Council to discuss plan for summer programming and share progress on the ELO Plan.

4/26/21 - Met with Orcutt Union School District Superintendent/Parent Group to gather input and share progress on the ELO Plan.
4/29/21 - Met with a group of Classified employees to gather input for the ELO Plan.
4/29/21 - Met with secondary administrators and teachers to update ideas for summer school options and components of an effective ELO Plan.
5/4/21 - Met with CSEA (California School Employees Association) officers to gather input for the ELO Plan.
5/6/21 - Met with secondary administrators and teachers to gather input for the ELO Plan.
5/12/21 - Presentation of the ELO Plan at Orcutt Union School District school board meeting.

A districtwide survey was sent to parents/guardians (including Orcutt Academy parents/guardians) of students in grades K-5 to determine if there would be an interest in a summer remediation/acceleration program. Of the 634 parents/guardians who responded, 84 percent said that they definitely or possibly would be interested in a summer program. There was much interest in the various types of programs suggested. Of the 521 who responded that they definitely or possibly would have their child(ren) attend, 67% showed interest in a program which would include academic acceleration, including previewing grade-level curriculum so students start strong in 2021-2022; 59 percent were interested in a program that would include academic intervention, so students can be introduced to skills in the core areas of reading and mathematics; 61 percent showed interest in social-emotional learning; 60 percent indicated physical education and outdoor recreation would be important in a summer program; 51 percent would be in favor of arts instruction (visual arts, drama, music, etc.); 60 percent indicated that hands-on learning would be beneficial; and 45 percent felt small class size would be important for summer programming.

Stakeholder groups including administrators, teachers, Classified employees, and parents/guardians (including parents of English Learners) were consulted. Input from administrators and teachers included the following: making sure students are grouped for MTSS intervention based on spring data; incorporating social/emotional learning, physical education, writing, and hands-on activities; focusing on comprehension and reading novels in the upper grades; offering acceleration of learning concepts from the next grade to give students a head start on the next school year; offering a "distance learning" option; making sure the programs are also offered in Los Alamos; and offering transportation if possible. Parent subgroups were very supportive of the teacher ideas as presented. Parents in the DELAC group requested that information be distributed via our Parent Square communication system.

A description of how students will be identified and the needs of students will be assessed.

In preparation for summer programming, the following assessment and identification work will be done:

- In Spring 2021 students in grades 1-8 will be given the Northwestern Education Association (NWEA) Measures of Academic Progress (MAP) tests to assess student performance vis a vis California State Standards in English/language arts and math. Students in reading intervention (Systematic Instruction in Phonological Awareness, Phonics, and Sight Words [SIPPS]) will be given mastery tests. In alignment with the district's Multi-Tiered System of Supports (MTSS) Plan, students in grades 1-5 will be placed in at/above standard or below standard groupings for reading instruction during summer. Students in the below standard grouping will be placed in an Intensive (A) or Strategic (B) subgroup.

- Students in kindergarten will take benchmark assessments that place them in at/above standard or below standard groups for reading. Students in the below standard group will be placed in an Intensive (A) or Strategic (B) group.
- In math, the NWEA will be used to place students in grades 1-8 at/above standard or below standard groups.
- Students in grades 6 and 7 will be placed in at/above standard or below standard groupings for English/language arts and math based on their Spring 2021 NWEA results. Students performing below standard will be invited to attend a summer Expanded Learning Opportunity designed to give participants a "kick start" toward success in the 2021-2022 school year. Priority will be given to students in the following groups: low-income, English Learners, foster youth, homeless students, students with disabilities, students at risk of abuse, neglect, or exploitation, disengaged students, and students who are below grade level.
- Students in grade 8 who are matriculating to Orcutt Academy High School will be given the opportunity to attend an orientation just prior to the beginning of the 2021-2022 school year. Priority will be given to students in the following groups: low-income, English Learners, foster youth, homeless students, students with disabilities, students at risk of abuse, neglect, or exploitation, disengaged students, and students who are below grade level.
- Students in grades 9-11 who need to recover credit will be invited to attend a credit recovery program held just prior to the beginning of the 2021-2022 school year. As of this writing, OAHS administration and counselors estimate that approximately 40-50 students will be in need of a credit recovery option based on courses failed during the 2019-2020 and 2020-2021 school years. Due to the pandemic no credit recovery program was offered during 2020-2021.

In preparation for expanded learning during the 2021-2022 school year, the following assessment and identification work will be done:

- In Fall 2021, students in grades 1-6 will take an Acadience reading screening and also take NWEA tests in reading and math. Students performing below grade level will receive intervention based on the district MTSS Plan. Priority will be given to students in the following groups: low income, English Learners, foster youth, homeless students, students with disabilities, and students at risk of abuse, neglect, or exploitation.
- Students in kindergarten have been identified as needing additional support in the fall. They will targeted for additional support from the TK/K classroom teacher and either an hourly support teacher or instructional assistant. In Winter 2022, kindergartners will be screened with Acadience and will receive intervention based on the district MTSS Plan. Priority will be given to students in the following groups: low income, English Learners, foster youth, homeless students, students with disabilities, and students at risk of abuse, neglect, or exploitation.
- In Fall 2021, students in grades 7 and 8 will take NWEA tests in reading and math. Students performing below grade level will receive intervention based on the district MTSS Plan. Priority will be given to students in the following groups: low income, English Learners, foster youth, homeless students, students with disabilities, and students at risk of abuse, neglect, or exploitation.

- Students in grades 9-12 will be targeted for intervention and credit recovery based on course completion needs. Counselors and administration will closely monitor the progress of students in the following groups: low income, English Learners, foster youth, homeless students, students with disabilities, and students at risk of abuse, neglect, or exploitation.

A description of how parents and guardians of students will be informed of the opportunities for supplemental instruction and support.

In the spring, parents/guardians of students in grades 1-8 received a notice indicating if students are performing at or below grade level and if a summer Expanded Learning Opportunity was recommended. Parents also received an NWEA report which showed the student's performance on this assessment over time. (Aside from school closure, the NWEA is administered three times a year to grades 1-6 and one to two times a year for grades 7 and 8.) Parents/guardians also received end-of-school-year report cards that showed student performance during the 2020-2021 school year.

Families of students in the following groups received personal invitations to a summer program if they did not enroll their student into a summer Expanded learning Opportunity and enrollment was recommended by the child's teacher(s): low-income, English Learners, foster youth, homeless students, students with disabilities, students at risk of abuse, neglect, or exploitation, disengaged students, and students who are below grade level.

Families of students enrolling in Transitional Kindergarten or kindergarten for the 2021-2022 school year will receive information at registration regarding the summer two-week Expanded Learning Opportunity session. Priority will be given to children in the following groups: low income, English Learners, foster youth, homeless students, students with disabilities, and students at risk of abuse, neglect, or exploitation.

Families of students enrolling in ninth grade at Orcutt Academy High School in 2021-2022 will receive information a registration regarding the summer two-week Expanded Learning Opportunity session just prior to the 2021-2022 school year. Priority will be given to children in the following groups: low income, English Learners, foster youth, homeless students, students with disabilities, and students at risk of abuse, neglect, or exploitation.

Families of students entering grades 10-12 at OAHS will be informed of credit recovery needs heading into 2021-2022. These students will be invited to the three-week Expanded Learning Opportunity credit recovery session held just prior to the start of the new school year.

Bilingual community liaisons will assist in communicating with Spanish-speaking parents/guardians about summer programs as needed.

A description of the LEA's plan to provide supplemental instruction and support.

The Orcutt Academy's Expanded Learning Opportunity plans can be summarized as follows:

- Summer programming: Four-week, five-day-per-week session for students going into grades 1-6 in the 2021-2022 school year. Two-week, five-day-per-week session for students entering grades TK, K, 7, 8, or 9 held immediately preceding the start of the new school year. Three-week, five-day-per-week credit recovery session for identified students entering grades 10-12 held immediately

preceding the start of the new school year. Extended School Year for students with disabilities and other special needs (as written in their IEPs). Distance learning summer program for families that prefer to remain in that learning model during the summer.

- Support for kindergartners: Provision of additional support to students via an hourly support teacher or instructional assistant.
- Targeted academic and behavioral support for students in grades K-8
- Credit recovery opportunities for identified students in grades 9-12
- Social services provided or coordinated for all at-risk students

What follows are more extensive descriptions of the ELO plans:

A four-week summer school consisting of 19 days of instruction (four hours per day) will be offered to students entering grades 1-6. Priority for enrollment will be given to at-risk students (low-income, English Learners, foster youth, homeless students, students with disabilities, students at risk of abuse, neglect, or exploitation, disengaged students, and students who are below grade level). Hourly support teachers will assist in reading placement and progress monitoring as needed during the summer programs. Students will be divided into classroom groups based on their need for reading intervention as presented in the district's MTSS Plan. The Systematic Instruction in Phonological Awareness, Phonics, and Sight Words (SIPPS) research-based program will be administered daily to students who have phonological reading needs. Students requiring reading intervention will have their progress monitored and recorded for an end-of-session report to parents and for distribution to next year's teacher. Math instruction will be based on the work of Dr. Michele Douglass and documented in the MTSS Plan. The Zearn Math program will be utilized to focus on specific math skills, and the IXL math program will be available for sixth graders who need extra support in math. Acceleration of student learning will be a major focus, as teachers will present major concepts from the next grade level so that students can have a "head start" to the new school year. The SEE (Social, Emotional, and Ethical) Learning curriculum will social/emotional development will be presented daily. A school counselor will be available for support for teachers in implementing the SEE Learning curriculum. The school counselor will be available to support students in individual or small group settings, and he/she also will have community resources available for referrals for support for family or student needs. A physical education teacher will offer opportunities for regular physical and/or recreational activities. A grab-and-go lunch will be given to students as they depart school each day. Busing will be available from designated areas for the four week session. Prior to the summer school, teachers will be trained in SIPPS by district Teachers on Special Assignment (TOSAs) and in essential math concepts and strategies by Douglass. Trauma-informed practices will be shared prior to the start of the summer sessions by the school counselor. Reading and math lessons will be planned collaboratively with the site administrator and/or TOSA to insure fidelity of grade-level acceleration.

Students entering grades TK, K, 7, 8, and 9 will have a "camp" (TK & K) or "orientation" (7-9) program available the two weeks before the new school year begins. This 10-day program (four hours per day) will focus on learning acceleration (presentation of concepts to be seen in the upcoming school year), and development of habits and student behaviors that will contribute to student success. The Zearn online curriculum will be available for kindergarten students requiring extra assistance in math. The IXL online curriculum will be available for students in grades 7, 8, and 9 who need math skills support. the SEE (Social, Emotional, and Ethical) Learning social/emotional curriculum along with team building activities will be presented daily for students in grades 7, 8, and 9. A school counselor will be available to support SEE Learning as well as provide support and/or community referrals as needed to students and families. The camps or orientations will help students with the transition to a new grade level and in many cases a new campus. At OAHS, many incoming ninth graders will be coming from neighboring school districts, and the two-week orientation will be these students' first experience with the OAHS campus and the Orcutt Union School District. As with the four-week summer school, trauma-informed practices will be shared prior to the start of the camp and

orientation sessions by the school counselor. Reading and math lessons will be planned collaboratively with the site administrator and/or TOSA to insure fidelity of grade-level acceleration.

OAHS students entering grades 10-12 who have credit recovery needs may participate in a credit recovery program taking place the three weeks prior to the start of the school year. Credit recovery will be based on the online curriculum of Apex Learning or Edgenuity. Students will proceed through credit recovery courses at their own pace, and progress will be monitored by two teachers assigned to oversee the program. Parents/guardians will attend a meeting at the onset of the program and will receive regular updates on their children's participation and progress. Based on previous experience with credit recovery held in this time period, students are highly motivated to accomplish as much as they can.

Students in the Resource and/or Inclusion programs can participate in the four-week summer session with Special Education staff support. Students with identified special needs will continue to be provided an Extended School Year option as stipulated in their IEPs.

Based on the concept of early intervention, additional support will be provided to the TK/K class at OAK-8 via either an hourly support teacher or an instructional assistant. Professional development will be provided for kindergarten staff on the topics of managing classroom centers and supporting student behavior.

Targeted academic and behavioral support for K-8 students will be implemented during the school year and overseen by a newly hired district executive director of educational services. This initiative includes progress monitoring of students' academic progress, analysis of data, and intervention based on findings. Priority for reading/math intervention will be given to at-risk students (low-income, English Learners, foster youth, homeless students, students with disabilities, students at risk of abuse, neglect, or exploitation, disengaged students, and students who are below grade level). Intervention can occur in-person and remotely and will take place before, during, and after school. Research-based programs such as SIPPS will continue to be featured.

OAHS will continue its credit recovery program into the school year. As mentioned earlier, it will rely on the online Apex Learning or Edgenuity curriculum as the platform for this.

A social worker with a PPS (Pupil Personnel Services) credential for school social work will be hired directly by the district, and the person in the position will be available to help offer and/or coordinate services for students and families. Services will prioritize the needs of at-risk students (low-income, English Learners, foster youth, homeless students, students with disabilities, students at risk of abuse, neglect, or exploitation, disengaged students, and students who are below grade level).

Other notes:

- A district team made up of administrators, teachers, a school psychologist, and a counselor will explore how best to meet the social/emotional needs of students and staff in 2021-2022. The team will look into options for universal screenings of students for social/emotional needs. The CASEL (Collaborative for Academic, Social, and Emotional Learning) framework for social/emotional learning will be referenced. Several administrators are participating in a countywide community of practice around social/emotional learning, and takeaways from this endeavor also will be referenced.

- District administration and school leadership teams will work to resume and re-energize the district's implementation of Positive Behavioral Interventions and Supports (PBIS) in 2021-2022. The Los Alamos campus (including OAK-8) was in Year 2 of PBIS implementation when the pandemic caused school closure in March 2020. Staff would like to resume the program.
- A program specialist will utilize the district MTSS Plan to ensure that at-risk students (English Learners, foster, homeless, low-income, students with disabilities) have access to regular education interventions. The program specialist also will be involved in PBIS development and implementation at school sites.
- P.E. teachers will work with noon duty supervisors to develop ways to start productive activities and support positive student behavior during recesses.
- A district team comprised of district and school administrators, teachers, a school psychologist, and counselors will meet to discuss social/emotional needs of students and staff. The implementation of the district social/emotional curriculum, including use of the CASEL Framework for social/emotional learning, will be discussed. Release time will be provided so staff can attend during-school meetings. Devereux Student Strengths Assessment (DESSA) screening and assessment tools will be utilized to identify students with social/emotional needs and to prompt further investigation and assessment. The DESSA also provides activities to target focus areas for students as well as activities to remediate social/emotional issues. Data will be analyzed, with a priority focus on at-risk students (English Learners, foster, homeless, students with special needs, and low-income students).
- All students in the Orcutt Union School District are provided a technology device. This device will be utilized during summer expanded learning opportunities as needed. If families do not have internet access at home, the district will provide WiFi hot spots that provide access to the internet.
- District and site administrators are planning and preparing for a full re-opening of schools in 2021-2022. They are focusing on scheduling, monitoring health/safety requirements, communicating with staff and parents, and creating and implementing expanded learning opportunities.

Expenditure Plan

The following table provides the LEA's expenditure plan for how it will use ELO Grant funds to support the supplemental instruction and support strategies being implemented by the LEA.

Supplemental Instruction and Support Strategies	Planned Expenditures	Actual Expenditures
Extending instructional learning time	168,071	

Supplemental Instruction and Support Strategies	Planned Expenditures	Actual Expenditures
Accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports	100,000	
Integrated student supports to address other barriers to learning	10,000	
Community learning hubs that provide students with access to technology, high-speed internet, and other academic supports	75,000	
Supports for credit deficient students to complete graduation or grade promotion requirements and to increase or improve students' college eligibility	75,000	
Additional academic services for students	75,000	
Training for school staff on strategies to engage students and families in addressing students' social-emotional health and academic needs	20,000	
Total Funds to implement the Strategies	523,071	

A description of how ELO Grant funds are being coordinated with other federal Elementary and Secondary School Emergency Relief Funds received by the LEA.

Federal ESSER II (Elementary and Secondary School Emergency Relief, Phase 2) funds will be used to provide additional services outside of the ELO Grant to the Orcutt Academy's Special Education students.

Expanded Learning Opportunities Grant Plan Instructions: Introduction

The Expanded Learning Opportunities Grant Plan must be completed by school districts, county offices of education, or charter schools, collectively referred to as Local Educational Agencies (LEAs), that receive Expanded Learning Opportunities (ELO) Grant funds under California *Education Code (EC)* Section 43521(b). The plan must be adopted by the local governing board or body of the LEA at a public meeting on or before June 1, 2021, and must be submitted to the county office of education, the California Department of Education, or the chartering authority within five days of adoption, as applicable. The plan must be updated to include the actual expenditures by December 1, 2022.

For technical assistance related to the completion of the Expanded Learning Opportunities Grant Plan, please contact
ELOGrants@cde.ca.gov or <mailto:lcff@cde.ca.gov>

Instructions: Plan Requirements

An LEA receiving ELO Grant funds under *EC* Section 43521(b) is required to implement a learning recovery program that, at a minimum, provides supplemental instruction, support for social and emotional well-being, and, to the maximum extent permissible under the guidelines of the United States Department of Agriculture, meals and snacks to, at a minimum, students who are included in one or more of the following groups:

- low-income,
- English learners,
- foster youth,
- homeless students,
- students with disabilities,
- students at risk of abuse, neglect, or exploitation,
- disengaged students, and
- students who are below grade level, including, but not limited to, those who did not enroll in kindergarten in the 2020–21 school year, credit-deficient students, high school students at risk of not graduating, and other students identified by certificated staff.

For purposes of this requirement

- “Supplemental instruction” means the instructional programs provided in addition to and complementary to the LEAs regular instructional programs, including services provided in accordance with an individualized education program (IEP).
- “Support” means interventions provided as a supplement to those regularly provided by the LEA, including services provided in accordance with an IEP, that are designed to meet students’ needs for behavioral, social, emotional, and other integrated student supports, in order to enable students to engage in, and benefit from, the supplemental instruction being provided.
- “Students at risk of abuse, neglect, or exploitation” means students who are identified as being at risk of abuse, neglect, or exploitation in a written referral from a legal, medical, or social service agency, or emergency shelter.

EC Section 43522(b) identifies the seven supplemental instruction and support strategies listed below as the strategies that may be supported with ELO Grant funds and requires the LEA to use the funding only for any of these purposes. LEAs are not required to implement each supplemental instruction and support strategy; rather LEAs are to work collaboratively with their community partners to identify the

supplemental instruction and support strategies that will be implemented. LEAs are encouraged to engage, plan, and collaborate on program operation with community partners and expanded learning programs, and to leverage existing behavioral health partnerships and Medi-Cal billing options in the design and implementation of the supplemental instruction and support strategies being provided (*EC* Section 43522[h]).

The seven supplemental instruction and support strategies are:

1. Extending instructional learning time in addition to what is required for the school year by increasing the number of instructional days or minutes provided during the school year, providing summer school or intersessional instructional programs, or taking any other action that increases the amount of instructional time or services provided to students based on their learning needs.
2. Accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports including, but not limited to, any of the following:
 - a. Tutoring or other one-on-one or small group learning supports provided by certificated or classified staff.
 - b. Learning recovery programs and materials designed to accelerate student academic proficiency or English language proficiency, or both.
 - c. Educator training, for both certificated and classified staff, in accelerated learning strategies and effectively addressing learning gaps, including training in facilitating quality and engaging learning opportunities for all students.
3. Integrated student supports to address other barriers to learning, such as the provision of health, counseling, or mental health services, access to school meal programs, before and after school programs, or programs to address student trauma and social-emotional learning, or referrals for support for family or student needs.
4. Community learning hubs that provide students with access to technology, high-speed internet, and other academic supports.
5. Supports for credit deficient students to complete graduation or grade promotion requirements and to increase or improve students' college eligibility.
6. Additional academic services for students, such as diagnostic, progress monitoring, and benchmark assessments of student learning.
7. Training for school staff on strategies, including trauma-informed practices, to engage students and families in addressing students' social-emotional health needs and academic needs.

As a reminder, *EC* Section 43522(g) requires that all services delivered to students with disabilities be delivered in accordance with an applicable IEP.

Fiscal Requirements

The following fiscal requirements are requirements of the ELO grant, but they are not addressed in this plan. Adherence to these requirements will be monitored through the annual audit process.

- The LEA must use at least 85 percent (85%) of its apportionment for expenditures related to providing in-person services in any of the seven purposes described above.
- The LEA must use at least 10 percent (10%) of the funding that is received based on LCFF entitlement to hire paraprofessionals to provide supplemental instruction and support through the duration of this program, with a priority for full-time paraprofessionals. The supplemental instruction and support provided by the paraprofessionals must be prioritized for English learners and students with disabilities. Funds expended to hire paraprofessionals count towards the LEAs requirement to spend at least 85% of its apportionment to provide in-person services.

- An LEA may use up to 15 percent (15%) of its apportionment to increase or improve services for students participating in distance learning or to support activities intended to prepare the LEA for in-person instruction, before in-person instructional services are offered.

Instructions: Plan Descriptions

Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA's local community.

A description of how parents, teachers, and school staff were involved in the development of the plan

Describe the process used by the LEA to involve, at a minimum, parents, teachers, and school staff in the development of the Expanded Learning Opportunities Grant Plan, including how the LEA and its community identified the seven supplemental instruction and support strategies that will be implemented. LEAs are encouraged to engage with community partners, expanded learning programs, and existing behavioral health partnerships in the design of the plan.

A description of how parents and guardians of students will be informed of the opportunities for supplemental instruction and support.

Describe the LEA's plan for informing the parents and guardians of students identified as needing supplemental instruction and support of the availability of these opportunities, including an explanation of how the LEA will provide this information in the parents' and guardians' primary languages, as applicable.

A description of how students will be identified and the needs of students will be assessed

Describe the LEA's plan for identifying students in need of academic, social-emotional, and other integrated student supports, including the LEA's plan for assessing the needs of those students on a regular basis. The LEA's plan for assessing the academic needs of its students may include the use of diagnostic and formative assessments.

As noted above in the Plan Requirements, "other integrated student supports" are any supports intended to address barriers to learning, such as the provision of health, counseling, or mental health services, access to school meal programs, before and after school programs, or programs to address student trauma and social-emotional learning, or referrals for support for family or student needs.

A description of the LEA's plan to provide supplemental instruction and support

Describe the LEA's plan for how it will provide supplemental instruction and support to identified students in the seven strategy areas defined in the Plan Requirements section. As a reminder, the LEA is not required to implement each of the seven strategies; rather the LEA will to work collaboratively with its community to identify the strategies that will be implemented. The plan must include a description of how supplemental instruction and support will be provided in a tiered framework that bases universal, targeted, and intensive supports on students' needs for academic, social-emotional, and other integrated student supports. The plan must also include a description of how the services will be provided through a program of engaging learning experiences in a positive school climate.

As a reminder, *EC* Section 43522(g) requires that all services delivered to students with disabilities be delivered in accordance with an applicable individualized education program. Additionally, LEAs are encouraged to collaborate with community partners and expanded learning programs, and to leverage existing behavioral health partnerships and Medi-Cal billing options in the implementation of, this plan (*EC* Section 43522[h]).

Instructions: Expenditure Plan

The 'Supplemental Instruction and Support Strategies' column of the Expenditure Plan data entry table lists the seven supplemental instruction and support strategies that may be supported with ELO Grant funds.

Complete the Expenditure Plan data entry table as follows:

In the 'Planned Expenditures' column of the data entry table, specify the amount of ELO Grant funds being budgeted to support each supplemental instruction and support strategies being implemented by the LEA and the total of all ELO Grant funds being budgeted.

The plan must be updated to include the actual expenditures by December 1, 2022. In the 'Actual Expenditures' column of the data entry table the LEA will report the amount of ELO Grant funds that the LEA actually expended in support of the strategies that it implemented, as well as the total ELO Grant funds expended.

A description of how these funds are being coordinated with other federal Elementary and Secondary School Emergency Relief Funds received by the LEA

Describe how the LEA is coordinating its ELO Grant funds with funds received from the federal Elementary and Secondary School Emergency Relief (ESSER) Fund provided through the federal Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (Public Law 116-260), also known as ESSER II, to maximize support for students and staff.

California Department of Education
March 2021



EDUCATIONAL SERVICES MEMORANDUM

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

FROM: Janet Bertoldi, Interim Assistant Superintendent, Educational Services

BOARD MEETING DATE: May 12, 2021

BOARD AGENDA ITEM: Santa Barbara Countywide Expulsion Plan for 2021-24

BACKGROUND: The Santa Barbara Countywide Expulsion Plan for 2021-24 is presented to the Orcutt Union School District board for recommended approval as required by California Education Code (EC) section 48926. EC section 48926 requires county superintendents, in conjunction with superintendents of the school districts within that county, develop a plan for providing educational services to all expelled pupils in that county. Additionally, each county superintendent of schools, in conjunction with district superintendents in the county, must submit a triennial update to that plan to the State Superintendent of Public Instruction by June 30.

RECOMMENDATION: Staff recommends the Board of Trustees approve the SBCEO Santa Barbara Countywide Expulsion Plan for 2021-24 as submitted.

FUNDING: There is no funding impact.



Santa Barbara
Countywide Plan for
Expelled Students

Triennial Update: 2021-2024

In Collaboration with Santa Barbara County School Districts

Ballard School District

Blochman Union School District

Carpinteria Unified School District

Cold Spring School District

College School District

Cuyama Joint Unified School District

Goleta Union School District

Guadalupe Union School District

Hope School District

Lompoc Unified School District

Los Olivos School District

Montecito Union School District

Orcutt Union School District

Santa Barbara County Education Office

Santa Barbara Unified School District

Santa Maria-Bonita School District

Santa Maria Joint Union High School District

Santa Ynez Valley Union High School District

Solvang School District

Vista del Mar Union School District

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Legal Requirements of a Countywide Expulsion Plan

California Education Code (EC) Section 48916.1 provides that, at the time an expulsion of a pupil is ordered, the governing board of the school district shall ensure that an education program is provided to the pupil during the expulsion period. EC Section 48926 requires county superintendents, in conjunction with district superintendents within the county, to develop a plan for providing education services to all expelled pupils within that county. The initial plan was to be adopted by both the governing board of each school district within the county and by the county board of education, and then submitted to the State Superintendent of Public Instruction (SSPI) in 1997. EC Section 48926 further requires that each county superintendent of schools, in conjunction with district superintendents in the county, submit a triennial update to that plan to the State Superintendent of Public Instruction.

EC Section 48926 provides specifically that:

The plan shall enumerate existing educational alternatives for expelled pupils, identify gaps in educational services to expelled pupils, and provide strategies for filling those service gaps. The plan shall also identify alternative placements for pupils who are expelled and placed in district community day school programs, but who fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district pupils, as determined by the governing board.

Countywide Expulsion Plans are required to address the following components:

1. Enumerate the educational alternative services that are currently available for expelled students and outline strategies for improvement during the next three years.
 - Any behavioral intervention practices, at the site and district levels, and options used to:
 - Minimize the number of suspensions leading to expulsions
 - Minimize the number of expulsions being ordered
 - Support students returning from expulsions
 - Specific explanation of how those practices relate to any disproportionate representation of minority students in such interventions.
2. The Countywide Plan must address gaps in educational services and strategies for filling them. If a 2018 Countywide Plan identified gaps in the educational services to expelled pupils, it is recommended that the 2021 plan include the following information regarding the implementation of strategies outlined for filling those service gaps:
 - Were the strategies successful or not? If not, explain why and how they were or were not successful.
 - Were any additional strategies implemented? If so, explain why and how they were or were not successful.

- For strategies that were not successful, describe any additional measure(s) or approach(es) taken, and the outcome(s).
3. Identify alternative placements for pupils who are expelled and placed in district community day school programs but who fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district pupils, as determined by the governing board.

The desired outcome is to ensure that appropriate educational placement options are available for students who have been expelled, and as well as other at-risk students. This will also result in:

- Closing the achievement gap
- Decreasing the dropout rate
- Increasing the graduation rate

In addition, under the Local Control Funding Formula (LCFF), county offices of education are required to adopt a Local Control and Accountability Plan (LCAP) for county operated schools and programs which includes goals, actions, and expected measurable outcomes in 10 state priority areas for all pupils and subgroups of pupils identified in EC Section 52052. Included among the priorities, a county office LCAP must address how it will coordinate the instruction of expelled students under EC Section 48926. Thus, the Countywide Plans will contribute to the information presented in the LCAP and provide a regional perspective on meeting the needs of expelled pupils.

Santa Barbara County Demographic Profile

Santa Barbara is a culturally rich and diverse county that includes twenty independent school districts and one county office of education. Each school district operates under the leadership of its own governing board. Santa Barbara County is comprised of:

- 14 Elementary School Districts
- 2 High School Districts
- 4 Unified School Districts

Approximately 69,000 ethnically diverse Transitional Kindergarten -12th grade students are educated in Santa Barbara County's public schools. Nearly 43,000 (62.1%) of our county's students are considered low-income, which is higher than the statewide average.

The graduation rate in Santa Barbara County is consistently around 86%. The Santa Barbara County cohort graduation rate is routinely above that of the state. The 2018 Countywide Expulsion Plan identified a gap between graduation rates of Hispanic and African American students and their peers. Hispanic students have made improvements in their graduation rate and in 2019-20 the cohort graduation rate for this subgroup was 87.4% which is above the county cohort rate. A gap in graduation rates continues to exist between African American students and their peers. Additionally American Indian or Alaska Native students report a lower graduation rate than their peers. Both of these subgroups score about 10% lower than the 2019-20 county cohort graduation rate of 86.3%.

The high school dropout rate in Santa Barbara County dropped from 3.5% in 2010-11 school year to a low of 1.7 % in the 2015-16 school year. Most recent data from the 2016-17 school year showed a slight increase to 2.0%, this is still a lower dropout rate than the state average. Although the high school dropout rate is relatively low, a gap exists between some subgroups and their peers; the three highest subgroup rates in Santa Barbara County are Pacific Islander, not Hispanic at 5.4%, African American, not Hispanic at 3.8%, and American Indian or Alaskan Native, not Hispanic at 3.3%. These subgroups are all higher than the county dropout rate of 2%.

Approximately one-quarter of the students in Santa Barbara County are ELs, which translates to nearly 17,500 students. In 2019-20 Spanish is the home language for 45.22% of our county's ELs, followed by Mixteco at 3.5%. The table below reflects English Learners and Redesignated Fluent English Proficient students by grade level for 2019-20.

Grade	English Learners	Redesignated Fluent English Proficient	Total
Kindergarten	2,568	0	2,568
1	2,178	28	2,206
2	2,289	210	2,499
3	1,914	647	2,561
4	1,531	1,141	2,672
5	1,370	1,227	2,597
6	1,141	1,613	2,754
7	934	1,812	2,746
8	853	2,024	2,877
9	801	2,113	2,914
10	641	2,127	2,768
11	629	1,865	2,494
12	561	1,948	2,509
Total County	17,410	16,755	34,165

In 2019-20, Santa Barbara County educated 7,034 students experiencing homelessness and 263 students in foster care. The percent of students experiencing homelessness in Santa Barbara County is the second highest percent in the state, with 11% of students experiencing homelessness during the 2019-20 school year. Comparatively, only 3% of students statewide experienced homelessness that year.

Santa Barbara County Suspensions

Suspension is defined as the temporary removal of a student from school for a violation of school policies or rules. In 2019-20, schools in Santa Barbara County reported 2,507 suspensions. The majority of these offenses were violence without injury and illicit drug related. The number of suspensions in Santa Barbara County have decreased over the past several years.

The table below reflects Santa Barbara County suspensions by district for 2019-20.

District Name	Total Suspensions	Suspension Rate
Ballard Elementary	0	0.0%
Blochman Union Elementary	2	0.1%
Buellton Union Elementary	21	2.2%
Carpinteria Unified	80	2.7%
Cold Spring Elementary	0	0.0%
College Elementary	6	2.3%
Cuyama Joint Unified	0	0%
Goleta Union Elementary	2	0.1%
Guadalupe Union Elementary	41	2.2%
Hope Elementary	4	0.2%
Lompoc Unified	679	3.8%
Los Olivos Elementary	0	0%
Montecito Union Elementary	3	0.3%
Orcutt Union Elementary	186	3.1%
Santa Barbara County Education Office	8	2.2%
Santa Barbara Unified	681	3.5%
Santa Maria Joint Union High	211	1.8%
Santa Maria-Bonita	528	2.1%
Santa Ynez Valley Union High	51	4.0%
SBE - Olive Grove Charter	0	0.0%
SBE- Olive Grove Charter - Buellton	0	0.0%
SBE- Olive Grove Charter - Lompoc	0	0.0%
SBE- Olive Grove Charter - Orcutt/Santa Maria	0	0.0%
SBE- Olive Grove Charter - Santa Barbara	0	0.0%
Solvang Elementary	3	0.5%
Vista del Mar Union	1	3.6%
County Total	2,507	2.6%

Santa Barbara County Expulsions

The 2019-20 Santa Barbara County expulsion rate of 0.04% is below the statewide expulsion rate of 0.06%. Santa Barbara County expulsion rates have steadily declined the past three years. Expulsion offense categories include: violent incident with injury, violent incident without injury, weapons possession, illicit drug related, defiance only and other reasons. The majority of expulsions in 2019-20 were attributed to a violent incident with injury and secondly weapons possession.

The table below reflects Santa Barbara County expulsions by district for 2019-20

District Name	Total Expulsions	Expulsion Rate
Ballard Elementary	0	0.0%
Blochman Union Elementary	0	0.0%
Buellton Union Elementary	0	0.0%
Carpinteria Unified	0	0.0%
Cold Spring Elementary	0	0.0%
College Elementary	0	0.0%
Cuyama Joint Unified	0	0.0%
Goleta Union Elementary	0	0.0%
Guadalupe Union Elementary	0	0.0%
Hope Elementary	0	0.0%
Lompoc Unified	5	0.05%
Los Olivos Elementary	0	0.0%
Montecito Union Elementary	0	0.0%
Orcutt Union Elementary	0	0.0%
Santa Barbara County Education Office	0	0.0%
Santa Barbara Unified	2	0.01%
Santa Maria Joint Union High	20	0.22%
Santa Maria-Bonita	0	0.0%
Santa Ynez Valley Union High	0	0.0%
SBE - Olive Grove Charter	0	0.0%
SBE- Olive Grove Charter - Buellton	0	0.0%
SBE- Olive Grove Charter - Lompoc	0	0.0%
SBE- Olive Grove Charter - Orcutt/Santa Maria	0	0.0%
SBE- Olive Grove Charter - Santa Barbara	0	0.0%
Solvang Elementary	0	0.0%
Vista del Mar Union	0	0.0%
County Total	27	0.04%

Best Practice Intervention Strategies

In Santa Barbara County, districts utilize a variety of evidence-based prevention and intervention programs to support high-risk youth, promote positive outcomes, and mitigate potential disruption to the educational process. Listed below are some of the promising practices employed by Santa Barbara County schools:

- **Data-based Decision Making and Problem Solving**
Information that directly reflects student learning based on measurable and relevant learning criteria and outcomes is used to guide decisions regarding instructional effectiveness, student responsiveness, and intervention adaptations and modifications.
- **Multi-Tiered Systems of Support (MTSS)**
MTSS is an integrated, comprehensive framework that focuses on improving academic, social-emotional, and behavioral outcomes for students. Attention is focused on creating and sustaining Tier 1 supports (all students), Tier 2 supports (identified students), and Tier 3 supports (individualized) to strategically address student needs in schools and districts.
- **Advancement Via Individual Determination (AVID)**
The AVID program targets students in the academic middle who have the desire to go to college and the willingness to work hard. AVID places academically average students in advanced classes and provides them with an elective class designed to prepare them to succeed in rigorous curricula, enter mainstream activities in school, and increase their opportunities to enroll in four-year colleges.
- **Positive Behavior Intervention and Support (PBIS)**
PBIS is a framework or approach for assisting school personnel in adopting and organizing evidence-based behavioral interventions into an integrated continuum designed to promote a positive and safe school climate. In this model, effective classroom management is essential for supporting teaching and learning.
- **CHAMPS Classroom Management System**
The overall goal of the CHAMPS is to develop a structure in which students are responsible, motivated, and highly engaged in the specific learning task at hand. The teacher's goal is to teach students directly how to be successful in specific class situations with an emphasis on increasing student on-task behavior, reducing classroom disruptions and office referrals, improving classroom climate, and establishing respectful and civil interactions.
- **Restorative Practices**
Restorative practice involves problem solving based on three basic concepts: when crime (or wrongdoing) occurs, the focus is on the harm that has been done to people and relationships; when harm has been done, obligations are created; and the way forward involves the wrongdoer engaging in efforts to heal the harm and put things right. It requires students to think about themselves and how they deal with others in their community and to work on developing healthy relationships by learning how to manage conflict in a healthy manner.

- **Trauma Informed Care**

Trauma Informed Care is an organizational structure and treatment framework that involves understanding, recognizing, and responding to the effects of all types of trauma. Traumatic stress can arise from a variety of sources, including bullying, exposure to events such as divorce or homelessness, etc. In a trauma-informed school, adults are prepared to recognize and respond to those who have been impacted by traumatic stress. The goal is to not only provide tools to cope with extreme situations, but to create an underlying culture of respect and support.

- **Building Resilience in Students**

Resilient students are better able to adapt in the face of adversity, trauma, tragedy, threats or significant sources of stress. Building resiliency involves intentional practices designed to foster feelings of competence and self-efficacy; promote positive social connections between staff and students, among students, and between schools and home; nurture positive qualities, such as empathy, optimism, and forgiveness; and avoid focusing on failure or negative behaviors.

- **Teen Court**

A juvenile justice diversion program for early teen offenders where youth, accompanied by their parents, go in front of an adult judge and a jury of teen peers, who create unique and restorative sentences, rather than the traditional juvenile justice or school disciplinary process. Students can range from those showing early experimentation with negative activities/behaviors to students that are 1st or 2nd time offenders with the justice system. The youth must take responsibility for their offenses before attending their peer review hearing and agree to accept the sentence provided by the jury.

- **Truancy Programs**

Each district operates its own process for handling truancy, many of which operate School Attendance Review Boards (SARBS). As a former teacher, our County District Attorney has been a strong advocate for truancy reduction, reinstating the County SARB in 2012. The program enforces the law regarding compulsory education, and also includes prevention and intervention dedicated to identifying the root causes of truancy.

- **Writing Appropriate Rehabilitation Plans and Monitoring Progress**

A critical component to preparing students to return to their home districts following expulsion is the development of a realistic and attainable rehabilitation plan that is individualized based on the specific needs of the student, including counseling, treatment, academic achievement, rehabilitative programs, and job training. These plans must be monitored for progress to ensure students are successfully meeting the terms, and ongoing counseling and support is necessary to ensure students are taking responsibility for their own progress.

- **Creating Successful Transition Plans**

Transition plans provide a roadmap for successful reintegration back to the home district. Plans should celebrate completion of rehabilitation plans; identify student assets (academic, behavioral, social and emotional) and remaining challenges; identify extra academic or other supports the student may need; identify strategies to help students develop positive attitudes and behaviors; identify counseling supports that may be needed, including trauma-informed practices, anger management, substance abuse, etc.; identify family supports that may help during the transition

period; and identify strategies to help the student regroup when feeling stressed, rather than being removed from the campus.

- **College and Career Opportunities**

College and career guidance and educational opportunities are important student supports. Appropriate opportunities include building awareness regarding options; helping students create goals and develop plans; helping students with skill sets such as resume writing, interviewing, and developing professional work habits; providing Career Technical Education (CTE) coursework; helping students gain professional certifications; and helping students gain internships and employment opportunities.

- **Professional Development for Educational Staff**

Educators require a specialized skill set to effectively support the needs of at-risk students. It is necessary to provide training in a variety of areas, such as social-emotional and behavioral health; discipline and intervention procedures; creating positive climates; classroom management; trauma informed care and restorative practices; utilizing data to assess needs and monitor progress; forming strong relationships with parents and families; and collaborating with community-based service providers.

Educational Options for Expelled Youth by District

In order to ensure the needs of students are met, the following educational options, as approved by local district governing boards, reflect educational alternatives provided to expelled students and at-promise students. The school district of residence continues to maintain responsibility for developing rehabilitation plans for their students, referring them to appropriate educational settings, and ensuring that educational programs are provided to expelled students.

District	District Options for Expelled Youth
Ballard School District Enrollment: 125	<ul style="list-style-type: none"> Suspended expulsion with option to be placed in an independent study program <p>District's small size and remote geographic location limit expulsion options. District has not suspended or expelled a student in at least 15 years.</p>
Blochman Union School District Enrollment: 173	<ul style="list-style-type: none"> Suspended expulsion with placement on same campus Suspended expulsion with option to be placed on an independent or home study program Interdistrict transfer students will be returned to district of residence <p>The district reports a very low incidence of behaviors that require suspension or expulsion.</p>
Buellton Union School District Enrollment: 537	<ul style="list-style-type: none"> Placement in another TK-8 school setting Suspend expulsion with option to be placed in an independent study program <p>District's small size limits expulsion options; district experiences very low incidence of behaviors that lead to a suspension or expulsion.</p>
Carpinteria Unified School District Enrollment: 2,084	<ul style="list-style-type: none"> Grades 6-12; Suspend expulsion with placement on same campus or independent study program Grades TK-5; No expulsion <p>The district reports a history of low incidence of behaviors that require suspension or expulsion.</p>

<p>Cold Spring School District Enrollment: 178</p>	<ul style="list-style-type: none"> ● Suspend expulsion with placement on same campus ● Suspend expulsion with placement of District Independent Study program ● Option for parents to enroll student in private school or other school that will accept the student <p>District's small size limits expulsion options; district experiences very low incidence of behaviors that lead to a suspension or expulsion.</p>
<p>College School District Enrollment: 205</p>	<ul style="list-style-type: none"> ● Suspend expulsion with placement on different campus in same district ● Suspend expulsion with placement of District Independent Study program or Home Study program ● Referral to another public school ● Referral to a charter or private school <p>District's small size limit expulsion options; district experiences very low incidence of behaviors that may lead to a suspension or expulsion.</p>
<p>Cuyama Joint Unified School District Enrollment: 183</p>	<ul style="list-style-type: none"> ● Suspend expulsion with referral to District Independent Study program ● Suspend expulsion with placement in alternative site within the district <p>District's small size and remote geographic location limit expulsion options; district experiences very low incidence of behaviors that may lead to a suspension or expulsion.</p>
<p>Goleta Union School District Enrollment: 3,744</p>	<ul style="list-style-type: none"> ● Suspend expulsion with placement on a different school campus within the district ● Home instruction
<p>Guadalupe Union School District Enrollment: 1,288</p>	<ul style="list-style-type: none"> ● Suspend expulsion with conditional placement on the same campus ● Suspend expulsion with referral to District Home Teaching Program, if the parent agrees ● Referral to another public school district, pending agreement with a neighboring district ● Recommend and/or referral to counseling rehabilitation program as prerequisite to returning to the regular school program before the expulsion term is completed

<p>Hope School District Enrollment: 775</p>	<ul style="list-style-type: none"> ● Suspended expulsion with placement on a different school campus within the district ● Suspended expulsion with referral to District Independent Study Program <p>District's small size limit expulsion options; district experiences very low incidence of behaviors that may lead to a suspension or expulsion.</p>
<p>Lompoc Unified School District Enrollment: 9,231</p>	<ul style="list-style-type: none"> ● Home hospital instruction for K-6 students ● Suspended expulsion with placement on another comprehensive campus – grades 7-12 ● Suspended expulsion with placement in District Alternative school ● Referral to District CDS
<p>Los Olivos School District Enrollment: 161</p>	<ul style="list-style-type: none"> ● Suspend expulsion with placement on same campus ● Option for parents to enroll student in private school or other school that will accept the student <p>District's small size and remote geographic location limit expulsion options; district experiences very low incidence of behaviors that may lead to a suspension or expulsion.</p>
<p>Montecito Union School District Enrollment: 375</p>	<ul style="list-style-type: none"> ● Suspend expulsion and refer to District's Independent Study program ● Option for parents to enroll student in private school ● Option for parents to homeschool student ● Option for parents to enroll in an online public or private school ● Option for school and parents to agree to an Interdistrict transfer to a public school that will accept the student <p>The district reports a history of extremely low incidence of behaviors that require expulsion.</p>

<p>Orcutt Union School District Enrollment: 4,846</p>	<ul style="list-style-type: none"> • Suspend expulsion with placement on a different school campus within the district • Suspend expulsion with referral to District Independent Study program • Option for parents to enroll in charter school, private school, home school or another school district which will accept the student • District Home Instruction for unique circumstances
<p>Santa Barbara Unified School District Enrollment: 12,684</p>	<ul style="list-style-type: none"> • Suspend expulsion with placement on same campus, another district school, or district alternative school • Expel with referral to Quetzal • Expel with option for parents to enroll student in private school, charter school, adult education, or another school district that will accept the student
<p>Santa Maria-Bonita School District Enrollment: 16,675</p>	<ul style="list-style-type: none"> • For 7th and 8th, referral to Peter B. FitzGerald Community School, as long as an MOU is in place • Suspend expulsion with referral to District Independent Study program for K-6 students (if parents choose) • District Home Instruction for unique circumstances • Option for parents to enroll in charter school, private school, or another school district which will accept the student
<p>Santa Maria Joint Union High School District Enrollment: 8,953</p>	<ul style="list-style-type: none"> • Suspended expulsion with referral to alternative program • Suspended expulsion with referral to District Independent Study or Home Hospital program with parental agreement. • Referral to Peter B. FitzGerald Community School
<p>Santa Ynez Valley Union High School District Enrollment: 864</p>	<ul style="list-style-type: none"> • Suspended expulsion with enrollment in a charter school, if parent agrees • Suspended expulsion with conditional placement on the same campus • Suspended expulsion with placement on Refugio Continuation High School campus • Expulsion with referral to District Independent Study program if parent agrees • Referral to community day school

<p>Solvang School District Enrollment: 606</p>	<ul style="list-style-type: none"> • Suspended expulsion with placement on the same campus • Suspended expulsion with placement on District Independent Study program, if parent agrees • Option for parents to enroll student in private school or other school that will accept the student <p>District's small size limits expulsion options; district experiences very low incidence of behaviors that lead to a suspension or expulsion.</p>
<p>Vista del Mar Union School District Enrollment: 27</p>	<ul style="list-style-type: none"> • Suspended expulsion with placement on the same campus • Suspended expulsion with placement on District Independent Study <p>District's small size and remote geographic location limit expulsion options; district experiences very low incidence of behaviors that lead to a suspension or expulsion.</p>

FitzGerald Community School

FitzGerald Community School in Santa Maria provides credit-recovery courses and support for students who want to return to and graduate from their schools of residence. FitzGerald offers voluntary enrollment to students seeking an alternative setting in which they feel they can be more successful, and serves students who have been expelled or are at risk of expulsion. FitzGerald Community School also supports students who transition from Los Prietos Boys Camp or Santa Barbara County Juvenile Hall to their home schools.

The main goal is to provide coursework and needed support that will allow students to successfully return to their school of residence within as little as a semester to as much as a year. In-house counseling support is also provided. Some students may remain longer or graduate from the program if they are unable to meet the district credit requirements for graduation in their fourth year of high school. The FitzGerald Community School staff is incredibly successful working with expelled youth and helping these students realize their goals.

Services included at FitzGerald:

- A safe and comfortable school site
- Teacher support and academic guidance that includes an Individualized Learning Plan
- Small class sizes that include paraprofessional support
- Expulsion rehabilitation plan support that includes counseling and community service
- Fuel Education online credit recovery course work.
- English Learner Support
- Opportunities to participate in learning and recreational activities through community partners
- Opportunities for parent involvement: parent/teacher conferences, active roles with support services, and participation on advisory committees

Many students enrolled at FitzGerald have trauma related to conditions such as poverty, domestic violence, gang affiliation, substance abuse, and sexual abuse. FitzGerald provides comprehensive counseling support through collaboration with the Council on Alcohol and Drug Abuse (CADA) and Community Action Commission (CAC), as shown in the following table.

COUNSELING SERVICES	AGENCY/PROVIDER
Drug & Alcohol	Council on Alcohol and Drug Abuse (CADA)
Individual Counseling	Council on Alcohol and Drug Abuse (CADA)
Boys Group	Council on Alcohol and Drug Abuse (CADA)
Girls Group	Council on Alcohol and Drug Abuse (CADA)
Sexual Wellness	Community Action Commission (CAC)

At FitzGerald, students are expected to:

- Be responsible for their own learning, attendance, and behavior
- Be serious about working on a credit recovery plan
- Have the ability and willingness to follow directions, take notes, and complete required assignments
- Behave responsibly and follow the rules set forth by Santa Barbara County Education Office and the FitzGerald Community School

Students are often referred to FitzGerald Community School due to extreme issues related to attendance and behavior. By the time a student is referred to FitzGerald, the home school has already exhausted all their intervention strategies. Due to the small school size, safe learning environment, and the many supports available, students are generally able to get back on track. The table below provides a two year analysis of enrollment, attendance and suspensions.

SCHOOL YEAR	ENROLLMENT	ATTENDANCE RATE	SUSPENSIONS
2018/19	57	75.9%	2
2019/20	56	82.7%	4

Gaps in Service and Strategies for Filling Those Gaps

The 20 districts within Santa Barbara County vary greatly in size and are spread over a large geographic area. Educational programs within the county provide opportunities for students who are in need of traditional and/or alternative educational programs. Together, the local school districts and SBCEO attempt to provide the needed range of services for expelled students.

County-operated community schools were an option for districts with expelled youth until the 2014-15 school year, when it was determined that the cost of operating the programs was prohibitive for the county office. For some of the county's districts, the geographic location makes it difficult to offer the range of education alternatives often found in larger urban districts. These conditions, along with other identified issues, have prompted districts to seek creative options for their expelled youth. Several of the larger school districts have opened schools and programs to support at-promise and expelled youth. Districts also create agreements with their neighboring districts for the acceptance of expelled youth.

Santa Barbara County educators recognize the need to provide a continuum of educational services for expelled students, therefore the SBCEO Child Welfare and Attendance (CWA) Director assists in facilitating a process for identifying and improving gaps in educational service.

Identified Service Gaps in the 2021-2024 Countywide Expulsion Plan

There is one identified gap that exists with respect to providing educational services to expelled pupils. Below is an overview of the identified gap and strategy to address the gap to be implemented during 2021-24.

Service Gaps	County/District Strategy to Address Gaps 2021-24
Service Gap 1:	
1. Small rural school districts have limited placement options for expelled youth. These districts generally expel very few students during the course of a school year. Therefore, it is difficult to have special classes available for these students. These districts are often geographically isolated, creating transportation issues that are not financially feasible.	<p>The majority (14) of our 20 districts are considered small sized districts with less than 2,500 students. The small size and remote geographic location of many districts continues to limit placement options for expelled youth. While our county continues to offer a continuum of available placement options for expelled youth, options are limited due to transportation, and the availability of alternative educational settings.</p> <p>To address this gap in service, SBCEO will continue to offer support to districts in exploring creative educational placements for expelled youth. Unique solutions will be reviewed, such as referral to other district programs, charter schools, and other available alternative placement options.</p>

Identified Service Gaps in the 2018-2021 Countywide Expulsion Plan

There were four identified gaps that existed with respect to providing educational services to expelled pupils in the 2018-21 countywide expulsion plan. Below is a table that lists the identified gaps in the 2018-21 Countywide Plan and a review of our success in effectively implementing the identified gaps during the last three years.

Service Gaps	County/District Strategy to Address Gaps 2018-21	Implementation Effectiveness
Service Gap 1: Referral back to district of residence due to second violation or non-attendance		
1. A student could be expelled from the district of residence under Education Code 48915 and referred to either a district-operated Community Day School, or county-operated Court and Community School Program. This student may fail to attend and/or take advantage of the program offered.	<p>The school district of residence will continue to maintain responsibility for developing a rehabilitation plan for the student, referring the student to an appropriate educational setting, and ensuring that an educational program is provided to the expelled student.</p> <p>A rehabilitation plan typically involves District staff members, the student, his/her parent/guardian, and County staff members if the student is referred to FitzGerald Community School.</p> <p>After consultation with districts in Santa Barbara County it was determined there is a need to improve the development and monitoring of rehabilitation plans.</p> <p>SBCEO agreed to facilitate a summit for this purpose in fall of 2018. Districts will continue to collaborate throughout the triennial plan period.</p>	<p>During 2018-19, the CDE resumed the statewide Community Day School Network. The network is focused on bringing together educators who are responsible for working with students, including expelled youth, who have experienced behavioral and attendance challenges in all types of schools. It was determined that rather than hosting a local submit it would be more beneficial to take advantage of the opportunity to attend a regional event with state experts by attending the Central Regional Summit hosted by the San Luis Obispo County Office of Education on December 13, 2018.</p> <p>The JCCS Director coordinated attendance to the "Community Day School Field Colleague Network and California Association of Supervisors of Child Welfare and Attendance Regional Workshop," for school districts in Santa Barbara County. The JCCS Director attended this event along with representatives from school districts in Santa Barbara and San Luis Obispo County.</p>

Service Gaps	County/District Strategy to Address Gaps 2018-21	Implementation Effectiveness
Service Gaps 2: Students in small and remote school districts		
<p>2. Small school districts within Santa Barbara County generally expel very few students during the course of a school year. Therefore, it is difficult to have special classes available for these students. These districts are often geographically isolated, creating transportation issues that are not financially feasible.</p>	<p>The school district of residence will continue to maintain responsibility for developing a rehabilitation plan for the student, referring the student to an appropriate educational setting, and ensuring that an educational program is provided to the expelled student.</p> <p>After consultation with districts in Santa Barbara County it was determined that SBCEO will arrange scheduled meetings to explore creative educational placements for expelled youth. Unique solutions will be reviewed, such as referral to other district programs, charter schools, etc. These meetings will include panel discussions, invited speakers, and group brainstorming. SBCEO will also explore and share creative placement ideas used in other counties.</p>	<p>School districts have successfully implemented the previously referenced "Best Practice Intervention Strategies" in their districts. Since 2019 there have not been any expulsions in small school districts. Therefore, a meeting to discuss and create placement options was not needed.</p>

Service Gaps	County/District Strategy to Address Gaps 2018-21	Implementation Effectiveness
Service Gap 3: Students in grades one through six		
<p>3. Students in grades one through six who are expelled do not have the same educational options available as do expelled youth who are in grades seven through twelve, due to the limited numbers of students who are expelled in these lower grades. These younger students cannot attend the programs designed for middle and high school students.</p>	<p>The school district of residence will continue to maintain responsibility for developing a rehabilitation plan for the student, referring the student to an appropriate educational setting, and ensuring that an educational program is provided to the expelled student.</p> <p>The above-mentioned SBCEO meetings would be used to explore creative educational placements for expelled youth in grades one through six as well. The primary solution for districts will likely be referrals to neighboring districts, and part of the discussion will include inter-district agreements and processes. The affected districts would then enter into cooperative agreements to serve the elementary students in their local settings.</p>	<p>We are fortunate in Santa Barbara County that in the prior three years no students in grades one through six have been expelled. In the event a student in grades one through six is expelled they are referred to a neighboring school district through an interdistrict transfer agreement.</p>
Service Gap 4: Expulsions for non-mandatory offenses		
<p>4. The number of expulsions has been reduced between 2015-16 and 2016-17 school years and we anticipate additional reductions once data for 2017-18 becomes available. SBCEO and Santa Barbara County school districts are committed to continuing this trend and further reducing expulsions.</p>	<p>SBCEO will collaborate with county school district partners to:</p> <ul style="list-style-type: none"> ● Review individualized learning plans (i.e., “pre” rehabilitation plans) to assist districts in targeting interventions and supports for students at high-risk of expulsion. ● Create a continuum of strategies, resources and supports for reducing the number of expulsions. 	<p>As anticipated in the 2018 plan, the number of expulsions in Santa Barbara County has reduced significantly. We believe this decline is attributed to several factors: changes to district expulsion policy and practice; the on-going professional development in implementing MTSS; and the additional layers of support available for students throughout the county.</p>

County and District Agreement for Community School Placement

FitzGerald Community School – Referral Process:

FitzGerald serves students in grades 7-12 under an MOU with two local school districts: Santa Maria – Bonita School District (SMBSD) and Santa Maria Joint Union High School District (SMJUHSD). Both districts refer students for reasons such as expulsion, behavior, and chronic absenteeism. SMJUHSD reviews all students who have completed their commitments at Los Robles High School or have been enrolled for more than 30-days at Dos Puertas School to see if they would benefit from receiving the additional supports available at FitzGerald prior to returning to the district.

1. District submits referral to FitzGerald Community School along with the following supporting documents:
 - Transcript
 - All testing records (SBAC, ELPAC, etc.)
 - Immunization records w/ TDAP
 - Discipline/behavior records
 - School attendance records
 - Expulsion documents (if student is expelled)
 - Rehabilitation plan to return to district (if student is expelled)
2. Upon receipt of a completed packet, FitzGerald staff contacts the parent to arrange an enrollment/orientation meeting.
3. Once the parent and student have completed the enrollment/orientation process, the student begins school the following day or in certain circumstances the same day.

FitzGerald Community School: Transition to Home District

Students typically transition back to their district of residence at the end of the semester based upon the type of placement.

Expelled Students: Education Code 48916

1. The student has met the terms and condition of their rehabilitation plan as outlined by the referring school district.
2. The student refuses to attend or refuses to participate in the program and is therefore not benefiting from the placement.

Non-Expelled Students: Involuntary Placements: Education Code 1981(b)(c)

1. The student has completed middle school and is transitioning to high school.
2. The student has completed a semester following the semester when the acts leading to the referral occurred.
3. The student refuses to attend or refuses to participate in the program and is therefore not benefiting from the placement.

Non-Expelled Students: Voluntary Placements: Education Code 1981(d)(2)

1. A parent, guardian, or responsible adult of a pupil enrolled in a county community school pursuant to this subdivision may rescind the request for the placement, and the pupil shall be immediately re-enrolled in the school that the pupil attended at the time of the referral, or, with the consent of the parent, guardian, or responsible adult, another appropriate school.

Legal References

To better serve students Countywide Expulsion Plans shall consider relevant Education Code in the development and response to suspension and expulsion. Below are the applicable Education Code sections that were reviewed as part of the 2021-24 Countywide Expulsion Plan development process.

Suspension (often suspension leads to expulsion)

- Education Code 48900 (v) – Provides school administrators the discretion to impose age appropriate alternatives to suspension and expulsion on students subject to discipline as long as the alternative is designed to address the specific behavior of the student.
- Education Code 48900 (w) – The legislature wants alternative means of correction to be used in place of suspension and expulsion for students who are tardy, truant, or otherwise absent from school activities.
- Education Codes 48900.5 and 48900.6 – These codes together present guidance on alternative means of correction, including such alternatives including restorative approaches and community service.

Expulsion

- Education Code 48915 - Explains provisions related to student expulsion.

Enrollment and Transfer

- Education Code 1981 – Explains the conditions under which a county board may enroll students in a county community school program.
- Education Code 48201 (b)(1) – Details notice provisions related to transfers of expelled students.
- Education Code 48915.1 – Explains the responsibilities and procedures of an LEA that receives a student under an expulsion agreement from another LEA.

Credits and Graduation Requirements

- Education Code 48645.5 – Details the requirement that LEA's must accept partial credit for completed coursework. Provides guidance on issuing diplomas.
- Education Code 51225.1 – Outlines graduation requirements for Foster Youth including expelled Foster Youth in custody and students transferring to school districts from juvenile court schools.

School Accountability System

- Education Code 52066 – Details the requirements of what must be included in a County Office of Education Local Control Accountability Plan including a provision that requires such plans to detail how the COE will coordinate services for expelled students.
- California School Dashboard – The State of California has employed a new school accountability system using a Dashboard format showing how schools perform on multiple measures of practice including academics, school climate and culture, attendance and student discipline. Alternative education schools are eligible to participate in the Dashboard Alternative School Status (DASS) reflecting modified methods of determining performance on state and local indicators.

Joint Transition Policy

- Education Code 48647(a)(b) – Explains recommendations related to data sharing and requires County Offices of Education and Probation Departments to develop a joint transition policy detailing best practices related student records, communications, timely school placement and other important items ensuring students transitioning out of court schools are able to re-enroll in their schools of residence in an efficient manner.

Provisions for Foster, Homeless Youth

- Education Code 48918.1 – Provides guidance to the LEA when the expulsion is for a foster child or homeless youth.



ORCUTT Union School District

Where a Dedicated Staff Means Kids Come First

BOARD OF TRUSTEES

SHAUN HENDERSON
LISA MORININI
LIZ PHILLIPS
MARK STELLER
MELANIE WAFFLE

HOLLY EDDS, Ed.D.
District Superintendent
JANET BERTOLDI
Interim
Assistant Superintendent
SUSAN SALUCCI
Assistant Superintendent
NICK TAYLOR, Ed.D.
Assistant Superintendent

TO: Dr. Holly Edds, Superintendent
Board of Trustees

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

BOARD MEETING DATE: May 12, 2021

BOARD AGENDA ITEM: Approval of Tentative Agreement with Orcutt Educators Association (OEA)

BACKGROUND: The District has reached tentative agreement with OEA finalizing negotiations for the 2020-2021 school year

Highlights of the agreement are:

- \$1500 per FTE off schedule salary increase
- 1% on schedule salary increase
- 2 floating workdays for the 2021-22 school year
- A new Speech Language Pathologist salary schedule
- Stipends for E-sports at the Junior Highs and High School

RECOMMENDATION: It is recommended that the Board of Trustees ratify the negotiated MOU with Orcutt Educators Association (OEA).

FINANCIAL IMPACT: Increased cost to the District is a one-time amount of \$560,949 and an ongoing cost of \$195,178.

The increased costs apply to the General Fund



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

TO: Dr. Holly Edds, Superintendent
Board of Trustees

FROM: Susan Salucci, Assistant Superintendent/Human Resources

BOARD MEETING DATE: May 12, 2021

BOARD AGENDA ITEM: Approval of a Tentative Agreement with the CA School Employees Association (CSEA)

BACKGROUND: The District has reached tentative agreement with classified employees for the 2020-2021 school year.

Highlights of the agreement are:

- \$1500 per FTE off schedule salary increase
- 1% on schedule salary increase

RECOMMENDATION: It is recommended that the Board of Trustees approve the negotiated agreement with the California School Employees' Association for the 2020-2021 school year

FINANCIAL IMPACT: Increased cost to the District is a one-time amount of \$262,487 and an ongoing cost of \$83,743.



Orcutt Union School District

Human Resources

500 Dyer Street • Orcutt, California, 93455 • 805.938.8914

TO: Board of Trustees

FROM: Susan Salucci, Assistant Superintendent/Human Resources

BOARD MEETING DATE: May 12, 2021

BOARD AGENDA ITEM: Approval of Assistant Superintendent, Educational Services Contract

BACKGROUND: The opening for Assistant Superintendent was flown, interviews held, and final selection made.

FINANCIAL CONSIDERATIONS:

The Assistant Superintendent will be appropriately placed on the Senior Management salary schedule with a salary of \$140,834. All other compensation including health and life insurance benefits will be consistent as those granted to similarly situated senior management personnel.

RECOMMENDATION: It is recommended that the Board of Trustees approve the Employment Agreement with Joseph Dana, Assistant Superintendent of the Orcutt Union School District.

**EMPLOYMENT AGREEMENT
BETWEEN
THE ORCUTT UNION SCHOOL DISTRICT
AND
JOSEPH DANA,
ASSISTANT SUPERINTENDENT, EDUCATIONAL SERVICES**

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into on May 12, 2021, between the Governing Board (hereinafter "the Board") of and on behalf of the Orcutt Union School District ("District") and Joseph Dana ("Assistant Superintendent"), collectively referred to as "the Parties."

1. TERM

The term of this Agreement is from July 1, 2021 through June 30, 2025. The Parties shall endeavor to discuss extension of the term of this agreement well in advance of the expiration date to allow for adequate planning.

2. QUALIFICATIONS AND EMPLOYMENT STATUS

The Assistant Superintendent warrants and represents that he currently possesses an administrative credential issued by the State of California, and that such credential has not been suspended or revoked. Any suspension or revocation of such administrative credential shall constitute cause for termination of this Agreement.

The Assistant Superintendent shall not become a permanent employee in the position of Assistant Superintendent. The Assistant Superintendent's employment rights and status shall be determined solely by this Agreement and California law that does not conflict with the terms hereof.

3. POWERS AND DUTIES

The Assistant Superintendent of Educational Services (hereinafter known as "Assistant Superintendent") is hereby employed as the Educational Services officer of the District. The Assistant Superintendent shall have the powers and duties set forth in the position description adopted by the Board, which is described as follows:

- A. The Assistant Superintendent shall effectively and competently do and perform the designated educational operations for the Orcutt Union School District subject to provisions established by law and the policies set by the Board of Trustees.
- B. The Assistant Superintendent is responsible for the implementation and supervision of all curriculum, student services and categorical programs as well as nursing services.

4. EVALUATION

The Assistant Superintendent reports to the Superintendent and shall be evaluated in writing once each year. The evaluation shall be based on the Assistant Superintendent's performance, mutually agreed upon written goals and objectives, the current position description, applicable Board Policies, and California law.

5. COMPENSATION

The Assistant Superintendent's base annual salary, shall be pursuant to the salary schedule below and shall be paid in twelve (12) equal monthly installments minus any applicable state and federal taxes or other withholding according to the District's regular payroll practices. If only a portion of a year or month is served, the Assistant Superintendent's salary and benefits shall be prorated to reflect a partial year or month of service.

This annual base salary amount includes recognition for previous years of service in the position, any graduate degrees and other certifications and licenses, workdays, vacation, and holidays. The annual salary shall be prorated for less than a year of employment. Generally, all other District employees are paid based upon on a salary schedule that provides an annual step increase in salary each year and in some cases column movement for levels of education. The Assistant Superintendent shall be placed on the salary schedule below, consistent with other cabinet level employees. The Assistant Superintendent will be placed in Column 2, on Step 1, reflecting his attaining an education level of Master's degree and credit for prior years of experience in the position of Assistant Superintendent

Step	RANGE		
	A	B	C
1	\$137,722	\$140,834	\$144,073
2	\$141,853	\$145,191	\$148,530
3	\$146,108	\$149,546	\$152,986
4	\$150,491	\$154,033	\$157,576
5	\$155,005	\$158,654	\$162,302
6	\$158,880	\$162,619	\$166,359

Salary Classifications

Range A Placement is based on a B.A./B.S. only

Range B Placement is based on a B.A./B.S. plus a Master's degree

Range C Placement is based on a Doctorate Degree

The Assistant Superintendent shall be entitled to longevity increases consistent with certificated management employees in the District. After 16 years of service to the District, \$3,200 annual salary increase; after 19 years of service to the District, \$4,600 annual salary increase; after 22 years of service to the District, \$6,000 annual salary increase; after 24 years of service to the District, \$7,400 annual salary increase.

Beginning in the 2021-2022 school year, the Assistant Superintendent shall receive annual salary increases commensurate with those offered to other members of the management team during each fiscal year.

6. HEALTH AND WELFARE AND OTHER BENEFITS

The Assistant Superintendent shall be afforded all of the fringe benefits of employment which are granted to the District's management personnel, except as otherwise set forth in this Agreement.

The Assistant Superintendent shall receive:

- The District shall provide term life insurance of not less than \$150,000.
- Payment of the Assistant Superintendent's membership dues for ACSA and ASCD
- The Assistant Superintendent has been a long time District employee and shall receive health and welfare benefits consistent with those granted to similarly situated District senior management personnel and his prior positions in the District.
- Retiree health benefits: the Assistant Superintendent, in her prior District position(s), qualified for retiree health benefits. The Assistant Superintendent shall be entitled to retirement health benefits the same as those granted to similarly situated District senior management personnel and consistent with his prior position in the District.

The Assistant Superintendent shall not be entitled to cash in lieu of any fringe benefits provided for in this section.

7. EXPENSE REIMBURSEMENT

The District shall reimburse the Assistant Superintendent for all actual, necessary and reasonable expenses which are incurred within the scope of employment, pursuant to Board Policy 3350. The Assistant Superintendent shall provide expense records which the District normally requires for reimbursement. The Assistant Superintendent shall be responsible for providing his own automobile and appropriate levels of automobile insurance. Mileage reimbursement for District-related travel will be paid in accordance with Board Policy.

8. WORK YEAR AND VACATION

The Assistant Superintendent is a 12-month employee and his annual salary is based on a full 12-month work year. The Assistant Superintendent's work year consists of 223 work-day, 23 vacation days and holidays consistent with those provided to classified employees and other management personnel for a work year of 261 days. Each school year, the Assistant Superintendent shall be entitled to receive 23 days of paid vacation, exclusive of holidays.

The Assistant Superintendent is encouraged to take vacation during the year in which it is earned. If there is unused, accrued vacation at the end of a work year (June 30), the Assistant Superintendent may carry over no more than 20 days without written authorization from the Superintendent. Unless authorized by the Superintendent, vacation days accrued but unused in excess of 20 at the end of a year, shall be paid out at the Assistant Superintendent's daily rate of pay.

In the event of termination or expiration of this Agreement, the Assistant Superintendent shall be entitled to compensation for unused accrued vacation.

The Assistant Superintendent's daily rate of pay shall be calculated by dividing the then current salary rate divided by the 261 days of the work year (262 during a leap year). The Assistant Superintendent is entitled to paid holidays consistent with other employees of the District.

9. SICK LEAVE

The Assistant Superintendent is entitled to 12 sick leave days per year. The Assistant Superintendent may also use personal necessity and business leave days in accordance with District policy for full time employees.

10. CERTIFICATED MANAGEMENT

The Assistant Superintendent's position under this Agreement shall be considered certificated management.

11. TERMINATION OF AGREEMENT

This Agreement may be terminated prior to its expiration by any of the following methods:

- A. Mutual Agreement. At any time the Parties may mutually agree to terminate the Agreement.
- B. Retirement or Death. This Agreement will be terminated upon the Assistant Superintendent's retirement or death.
- C. Resignation. The Assistant Superintendents may terminate this Agreement by providing the Board with a written notice of intent to terminate. This notice shall be provided not less than ninety (90) days prior to the effective date of the resignation. The Assistant Superintendent and the Board may mutually agree to a termination notice of less than (90) days. Should the Assistant Superintendent be selected for an interview for other employment, he shall notify the Superintendent immediately.
- D. Unilateral Termination by the Board. Upon ninety (90) days prior written notice, the Board may terminate this Agreement at its discretion at any time during the term of the Agreement without cause. Any cash settlement paid under this Agreement shall not exceed the number of months remaining in the term of the Agreement. If there are more than twelve (12) months remaining in the term of the Agreement, then the Parties may negotiate a cash settlement of up to twelve (12) months' salary. No additional non-cash settlement may be agreed to, except that health benefits may be continued at the option of the Assistant Superintendent, limited to the same time restrictions as for a cash settlement, or until new employment is found, whichever occurs first. The Assistant Superintendent shall be obligated to seek other employment and shall notify the District immediately if he earns income or health benefits from any employment-related activity
- F. Non-renewal of Agreement by the District. The Board of Trustees may elect not to renew this Agreement by providing written notice to the Assistant Superintendent in accordance with Education Code section 35031 (currently 45 days' prior notice) in advance of the expiration of the date of the term as stated in paragraph 1, Term, above. The Assistant Superintendent shall notify the Superintendent and the Board President, in writing, at least ninety (90) days before the expiration of the term of this Agreement that the Agreement will renew for an additional four year term if a notice is not given forty-five (45) days before expiration of this Agreement. The Assistant

Superintendent's failure to provide the above mentioned notice shall constitute a material breach of this Agreement and shall constitute grounds for dismissal, independent of any other grounds.

- G. Termination for Cause. The Board may discharge the Assistant Superintendent for cause. Discharge for cause shall be warranted only for conduct that is prejudicial to the District, including but not limited to, neglect of duty.

Notice of discharge for cause shall be given in writing and the Assistant Superintendent shall be entitled to appear before the Board to discuss such causes.

If the Assistant Superintendent chooses to be accompanied by legal counsel at such meeting, the Assistant Superintendent shall bear any costs he incurs for such representation. Such meeting shall be conducted in closed session unless mutually agreed otherwise.

The Board shall prepare a written statement of reasons for any decision to discharge for cause and provide it to the Assistant Superintendent. The Assistant Superintendent shall have the right to submit a written response to the decision, which the District shall attach to and make a part of the decision. The Board's decision shall be final.

All documents relating to termination of this Agreement shall be treated as confidential personnel matters and maintained in confidence except as required by California law.

- H. Remedies. The Parties expressly understand and agree that any breach or termination of this Agreement by the District and/or Board shall not result in the Superintendent's continued employment or reinstatement. The remedies provided in this Agreement are the exclusive remedies available to the Assistant Superintendent.
- I. If the Agreement is terminated under any of the foregoing provisions, any cash settlement related to the termination that Assistant Superintendent may receive from the District shall be fully reimbursed to the District if the Assistant Superintendent is convicted of a crime involving an abuse of office or position.

12. ENTIRE AGREEMENT

This Agreement contains the entire agreement and understanding between the Parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.

13. APPLICABLE LAW

This Agreement shall be construed in accordance with, and governed by the laws of the State of California; should any provision of this Agreement be invalid, the remainder of this Agreement shall nevertheless be binding and effective.

14. VENUE

This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed by the laws of that state. Venue of any action to enforce this Agreement shall be in Santa Barbara County, California.

15. ATTORNEYS' FEES

The Parties further agree and understand that in the event that legal proceedings are initiated for the purpose of enforcing the terms of this Agreement, the prevailing party in any such proceeding shall be entitled to an award of reasonable attorneys' fees and costs incurred in bringing or defending such action.

16. AMENDMENTS

The Parties agree that the terms of this Agreement cannot be changed or supplemented orally and may be modified or superseded only by a written instrument executed by all Parties.

17. EXECUTION IN COUNTERPARTS

This Agreement may be executed in two or more counterparts which, taken together, shall constitute the whole Agreement between the Parties. A fax or PDF signature shall be as valid as an original signature. A copy of this document shall be as valid as the original.

18. EFFECTIVE DATE

The effective date of this Agreement shall be July 1, 2021 even though the date on which the Board may approve this Agreement may occur on a different date.

19. NON-WAIVER

Failure to insist upon strict performance of any requirement of this Agreement shall not be construed as a waiver of any other or future performance hereunder.

20. INDEMNITY AND DEFENSE OF ASSISTANT SUPERINTENDENT

The District shall indemnify, save, hold harmless and defend the Assistant Superintendent from any claim, demand, suit, action and proceeding of any kind and in any forum wherein the Assistant Superintendent is alleged to have acted in any way related to his duties as Assistant Superintendent or related to the District. The District's obligation to indemnify shall be excused only as to liability for damages awarded against the Assistant Superintendent upon exhaustion of all appeals from any finding by a court of competent jurisdiction that the Assistant Superintendent's action was outside the scope of his employment, intentionally violated a criminal law of California or constituted intentional fraud with malice without reversal of such finding. Upon retirement or separation from the District, the Assistant Superintendent will continue to be indemnified for any actions taken against his related to his role as Assistant Superintendent.

21. NO ASSIGNMENT

The Assistant Superintendent may not assign or transfer any rights granted or obligations assumed under this Agreement.

22. INDEPENDENT REPRESENTATION

The Assistant Superintendent and the Board each recognize that in entering into this Agreement, the Parties have relied upon the advice of their own attorneys or other representatives, and that the terms of this Agreement have been completely read and explained to them by their attorneys or

representatives, and that those terms are fully understood and voluntarily accepted. The Assistant Superintendent acknowledges and agrees that legal counsel for the Board represents the Board's interest exclusively and that no attorney-client relationship exists between Assistant Superintendent and legal counsel to the Board.

Acceptance of Employment

I hereby accept this offer of employment and agree to the terms and conditions set forth in this Agreement and will report for duty as described above.

Dated: 4/27/21

Joseph L. Dana
Joseph Dana
Assistant Superintendent of Educational Services
Orcutt Union School District

Ratified in a public meeting of the Governing Board on **May 12, 2021**.

Dated: _____

Melanie Waffle
President, Governing Board
Orcutt Union School District

Dated: _____

Mark Stellar
Clerk, Governing Board
Orcutt Union School District

Dated: _____

Shaun Henderson
Board Member
Orcutt Union School District

Dated: _____

Lisa Morinini
Board Member
Orcutt Union School District

Dated: _____

Liz Phillips
Board Member
Orcutt Union School District

Approved by the District:

Dated: _____

Dr. Holly Edds
Superintendent
Orcutt Union School District



Where a Dedicated Staff Means **KIDS COME FIRST**

BOARD OF TRUSTEES

SHAUN HENDERSON
LISA MORININI
LIZ PHILLIPS
MARK STELLER
MELANIE WAFFLE

HOLLY EDDS, Ed.D.
District Superintendent
JANET BERTOLDI.
Interim Assistant Superintendent
SUSAN SALUCCI
Assistant Superintendent
NICK TAYLOR, Ed.D.
Assistant Superintendent

TO: Dr. Holly Edds, Superintendent
Board of Trustees

FROM: Susan Salucci, Assistant Superintendent of Human Resources

BOARD MEETING DATE: May 12, 2021

BOARD AGENDA ITEM: Approval of Compensation increase Confidential Employees, Certificated Management and Classified Management.

BACKGROUND: The District has agreed to compensate confidential employees and management with the same on schedule compensation increase given to both bargaining units.

Highlights of the agreement are as follows:

- \$1500 per FTE off schedule salary increase
- 1% on schedule salary increase

RECOMMENDATION: It is recommended that the Board of Trustees approve the agreement with Orcutt Union School District Confidential Employees and Certificated Management and Classified Management.

FINANCIAL IMPACT: Increased cost to the District is a one-time amount of \$48,866 and an ongoing cost of \$36,182.



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Assistant Superintendent
JANET BERTOLDI
Interim Assistant Superintendent
NICK TAYLOR, Ed.D.
Assistant Superintendent

TO: Dr. Holly Edds, Superintendent
Board of Trustees

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

BOARD MEETING DATE: May 12, 2021

BOARD AGENDA ITEM: Approval of Compensation Increase for Contracted Positions

BACKGROUND: The District holds individual 223-day employment agreements (“contracts”) with the Assistant Superintendent of Business, Assistant Superintendent of Educational Services, and Assistant Superintendent of Human Resources. These agreements state they shall receive increases at least equal to the on-schedule and off-schedule salary adjustment(s) received by other management personnel. The salary increases are as follows:

- \$1500 off schedule salary increase
- 1% on schedule salary increase

RECOMMENDATION: It is recommended that the Board of Trustees grant a \$1500 off schedule salary increase as well as a 1% on schedule salary increase to the Assistant Superintendent of Business, Assistant Superintendent of Educational Services, and Assistant Superintendent of Human Resources.

FINANCIAL IMPACT: The increased costs apply to the General Fund, Additional details related to the financial impact of the agreement can be found in the *AB1200 Public Disclosure of Proposed Collective Bargaining Agreement* in the Business section of tonight’s agenda.



HUMAN RESOURCES MEMORANDUM

TO: Dr. Holly Edds
Board of Trustees

FROM: Susan Salucci
Assistant Superintendent of Human Resources

BOARD MEETING DATE: May 12, 2021
2020-21 Resolution No. 15

BOARD AGENDA ITEM: Declaration of Need

BACKGROUND: The District has the need to submit a Declaration of Need for Fully Qualified Educators for the 2021-22 school year as follows: Four (4) Emergency CLAD Permits and four (4) Resource Specialist Emergency Permits and six (6) Limited Assignment Permits.

RECOMMENDATION: Staff recommends that the Board of Trustees adopt the Declaration of Need for Fully Qualified Educators certifying that the District has the potential need for issuance of four (4) Emergency CLAD permits and four (4) Resource Specialist Emergency Permits and six (6) Limited Assignment Permits during the 2021-22 school year.

FUNDING: N/A

ORCUTT UNION SCHOOL DISTRICT
Orcutt, California 93455

2020-21 RESOLUTION NO. 15
DECLARATION OF NEED

WHEREAS, it is anticipated that during the 2021-22 school year there will be an insufficient number of certificated persons who meet the specified employment criteria for certain positions in programs operated by the Orcutt Union School District; and

WHEREAS, based upon prior experience, it is anticipated that it will be necessary to submit applications for approximately fourteen (14) emergency permits for the teaching of classes authorized by Emergency permits for CLAD, Resource Specialists, and Limited Assignment credentials; and

WHEREAS, our efforts to recruit certificated personnel include extensive advertising on the internet, posting on district website and contacting college and university placement centers; and

NOW, THEREFORE BE IT RESOLVED, that the Governing Board of the Orcutt Union School District adopt an official Declaration of Need to be submitted to the California Commission on Teacher Credentialing to remain in force until June 30, 2022.

PASSED AND ADOPTED by the Board of Trustees of the Orcutt Union School District, Santa Barbara County, California, this 12th day of May 2021, by the following vote:

AYES: _____

NOES:

ABSENT:

STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA

President, Board of Trustees

I, Mark Steller, Clerk of the Board of Trustees of the ORCUTT UNION SCHOOL DISTRICT, hereby certify that the foregoing is a true copy of a resolution duly and legally adopted as a consent action item by the District's Governing Board at a legal meeting of said Board duly and regularly held on May 12, 2021 and that said resolution has not been revoked.

Clerk, Board of Trustees



State of California
Commission on Teacher Credentialing
Certification Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2021-22

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Orcutt Union School District District CDS Code: 42 69260 0000000

Name of County: Santa Barbara County CDS Code: 42 10421 0000000

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 05 / 12 / 2021 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2022.

Submitted by (Superintendent, Board Secretary, or Designee):

Dr. Holly Edds

Name

Signature

Superintendent

Title

805-938-8920

Fax Number

805-938-8907

Telephone Number

05/12/2021

Date

500 Dyer Street, Orcutt, CA 93455

Mailing Address

dedds@orcutt-schools.net

E-Mail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

_____	_____	_____
<i>Name</i>	<i>Signature</i>	<i>Title</i>
_____	_____	_____
<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>

<i>Mailing Address</i>		

<i>E-Mail Address</i>		

- *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	4
Bilingual Authorization (applicant already holds teaching credential)	
List target language(s) for bilingual authorization:	
Resource Specialist	4
Teacher Librarian Services	

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	1
Single Subject	2
Special Education	3
TOTAL	14

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes ☐ No ☒

If no, explain. _____

Does your agency participate in a Commission-approved college or university internship program? Yes ☒ No ☐

If yes, how many interns do you expect to have this year? _____

If yes, list each college or university with which you participate in an internship program.

Brandman University, National University, University of Phoenix, Alliant Univeristy, CSU Los Angeles and CalTeach

If no, explain why you do not participate in an internship program.

This form must be signed by either:

The district superintendent of schools and filed at the school district office if the holder of any Emergency 30-Day Substitute Teaching Permit will be employed as a substitute in a public school operated by a school district.

OR

The county superintendent of schools and filed at the county superintendent of schools' office if the holder of any Emergency 30-Day Substitute Teaching Permit will be employed as a substitute in a county-operated school.

Certification and Authorized Signature

The district superintendent of schools or the county superintendent of schools has reviewed the information contained in this statement of need and certifies the following:

- ☐ Either a credentialed person is not available or one or more credentialed persons are available, but are not deemed qualified by the district or county, as applicable, to serve as a day-to-day substitute teacher.
- ☒ The situation or circumstances that necessitate the use of an emergency permit holder are as follows: (Attach additional sheets, if necessary.)

The Orcutt Union School District has experienced situations where the need for substitute teachers is greater than the number of fully credentialed persons available, therefore making it necessary to use emergency permit holders for both short term (30 day holders) and long term (TPSL holder) placements.

I hereby certify that all of the information contained in this statement of need is true and correct.

	Orcutt Union School District	05/12/2021
<hr/>	<hr/>	<hr/>
<i>Signature of the District Superintendent</i>	<i>District</i>	<i>Date</i>
<hr/>		
<hr/>	<hr/>	<hr/>
<i>Signature of the County Superintendent of Schools</i>	<i>County</i>	<i>Date</i>

It is not necessary to submit this form to the Commission on Teacher Credentialing.