

ORCUTT UNION SCHOOL DISTRICT
Regular Meeting of the Board of Trustees
Wednesday, August 1, 2012
Public Session – 6:45 P.M.
Closed Session Following, As Needed
District Office Board Room
500 Dyer Street, Orcutt, CA 93455

CALL TO ORDER PUBLIC SESSION 6:45 P.M.

PUBLIC COMMENT ANNOUNCEMENT

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

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

- A. Pledge of Allegiance
- B. 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. Honor Retirees Diane Roughley and Pam Silva
- C. Public Comment
An opportunity for the public to provide input to the Board of Trustees. Those wishing to speak about a specific agenda item may do so during the Public Comment segment or when the item is being considered. Any request to speak must be submitted on a **Request for Public Comment Form** which can be obtained from the Superintendent's secretary and submitted prior to the presiding officer addressing the item. If you choose to speak when an item is before the Board, your name will be called prior to board consideration. An item not on the agenda must be addressed during the Public Comment segment of the agenda.
- D. Written Communication
Documents addressed to or by board members as communications during a Board of Education meeting are defined as letters from parents or community members regarding issues within the jurisdiction of authority of the Board of Education; information or reports from professional organizations, i.e., CSBA, SBCSBA, etc.; letters or reports from other public agencies; letters or reports from legislators; or letters or reports from district schools or staff.
- E. Public Hearing – None

CONSENT AGENDA ITEMS

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

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

- A. Classified Personnel Action Report
- B. Certificated Personnel Action Report
- C. Approval of Warrants
- D. Minutes, Regular Meeting of June 13, 2012
- E. Minutes, Special Meeting of June 20, 2012
- F. Minutes, Special Meeting of July 9, 2012
- G. Minutes, Special Meeting of July 16, 2012
- H. Board Policy 1250, Visitors/Outsiders, for second reading
- I. Board Policy 5131, Conduct, for second reading
- J. Board Policy 5131.2, Bullying, for second reading
- K. Board Policy 5144.1, Suspension and Expulsion/Due Process, for second reading
- L. Consolidated Application
- M. Surplus Property
- N. Corrected Administrative/Management and Confidential Employees' Agreements 2011/2012
- O. Administrative/Management and Confidential Employees' Agreements 2012/2013
- P. 2012/2013 Resolution No. 1, Delegation of Authority to District Staff

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

Moved _____ Second _____ Vote _____

ITEMS SCHEDULED FOR ACTION

A. GENERAL

1. Santa Barbara County SELPA Revisions

It is recommended that the Board of Trustees approve the Santa Barbara County Special Education Local Plan Area (SELPA) revisions, as submitted. A copy of the Santa Barbara County SELOA revisions is available for your review at the District Office, 500 Dyer Street, Orcutt, CA. from 7:30 a.m. to 4:30 p.m. Monday – Thursday.

Moved _____ Second _____ Vote _____

2. Orcutt Children's Arts Foundation (OCAF) 2012-2013 Officers

It is recommended that the Board of Trustees approve the Orcutt Children's Arts Foundation 2012-2013 Officers, as submitted.

Moved _____ Second _____ Vote _____

B. BUSINESS

1. Facilities Master Plan

Staff recommends that the Board of Trustees approve the Master Plan as presented.

Moved _____ Second _____ Vote _____

C. CURRICULUM

1. NWEA Renewal Contract

Staff recommends that the Board of Trustees approve the NWEA Subscription Agreement for 2012-2015.

Moved _____ Second _____ Vote _____

2. Board Policy 5145.2, Nondiscrimination/Harassment

It is recommended that the Board of Trustees adopt Board Policy 5145.2, Nondiscrimination/Harassment as submitted for first reading and that it is placed on the next Consent Agenda for second reading.

Moved _____ Second _____ Vote _____

D. HUMAN RESOURCES

1. Board Policy 4030, Nondiscrimination in Employment

It is recommended that the Board of Trustees adopt Board Policy 4030, Nondiscrimination in Employment for first reading and that it is placed on the next Consent Agenda for second reading.

Moved _____ Second _____ Vote _____

ITEMS SCHEDULED FOR INFORMATION/DISCUSSION

1. Board Financial Report
2. Williams/Valenzuela Uniform Complaint Quarterly Report
3. OCAF
4. Items from the Board

GENERAL ANNOUNCEMENTS

Unless otherwise noticed, the next regular board meeting is scheduled for Wednesday, September 12, 2012 with Closed Session beginning at 6:00 p.m. followed by Public Session at 6:15 p.m. in the District Office Board Room, 500 Dyer Street, Orcutt, CA.

CLOSED SESSION PUBLIC COMMENTS

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

ADJOURN TO CLOSED SESSION

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

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

RECONVENE TO PUBLIC SESSION

- 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.

Classified Personnel Action Report
August 1, 2012

10/12TO: Bob Bush
Superintendent

SUBMITTED BY: Jan Yanagisako
Assistant Superintendent, Human Resources *Jan Y.*

SUBJECT: RECOMMENDATIONS FOR APPROVAL AND RATIFICATION

SITE	CLASSIFICATION	CLASS STEP	HOURS	SALARY	EFFECTIVE	ACTION INFORMATION
Alice Shaw	Instructional Assistant			\$13.64/hr	06/19/12-07/17/12	Extended School Year
May Grisham ELC	Preschool Instructor	20/3	7.00	\$16.68/hr	08/20/12	Permanent/Probationary
May Grisham ELC	Instructional Assistant/Preschool	11/6	3.75	\$15.46/hr	08/20/12	Reinstate from Layoff
MOT	Maintenance Craftsperson			\$35.00/mo	06/01/12	(1) Additional Professional Growth Increment (3 total)
Campus Connection	Child Care Assistant			\$9.45/hr	07/12/12	Substitute
Campus Connection	Child Care Assistant	6/2	1.00	\$11.24/hr	09/01/12-09/14/12	Request Unpaid Leave of Absence
Pine Grove/Lakeview Jr. High	Media Specialist	14/6	35/wk	\$16.65/hr	07/13/12	Voluntary reduction in hours from 40 to 35/wk
Alice Shaw	Instructional Assistant			\$13.64/hr	06/19/12-07/17/12	Extended School Year
Ralph Dunlap	Child Care Assistant			\$9.45/hr	07/23/12-08/10/12	Temporary Assignment/Orcutt Arts Academy
Alice Shaw	Instructional Assistant			\$13.64/hr	06/19/12-07/17/12	Extended School Year
Alice Shaw	Child Nutrition Worker	11/6		\$15.46/hr	06/19/12-07/17/12	Extended School Year
May Grisham ELC	Instructional Assistant/Preschool	11/6	3.75	\$15.46/hr	08/20/12	Reinstate from Layoff
Ralph Dunlap	Child Care Assistant			\$9.45/hr	07/23/12-08/10/12	Temporary Assignment/Orcutt Arts Academy

ORCUTT UNION SCHOOL DISTRICT

Certificated Personnel Action Report

TO: Robert Bush
District Superintendent

FROM: Jan Yanagisako
Assistant Superintendent, Human Resources

DATE: Board Meeting of August 1, 2012

RE: **RECOMMENDATIONS FOR APPROVAL AND RATIFICATION**

<i>SCHOOL</i>	<i>CLASS/ STEP</i>	<i>EFFECTIVE DATE</i>	<i>ACTION INFORMATION</i>
Lakeview	Extra Pay	2011-12	Locker Room Coverage Prep Time for entire year, 5 days
Nightingale	Extra Duty	6/18/12	TK Report Cards, 5 hrs
Pine Grove	Hourly	5/2/12	Intervention, 1 hr
District	VI	7/1/12	Director Technology/Child Care Longevity Mileage Reimbursement Cell Phone Reimbursement
District	VI	7/1/12	Psychologist Mileage Reimbursement
Shaw	Stipend	2012-13	Teacher in Charge
Nightingale	V-13	2012-13	Units for Column Movement
Lakeview	Extra Duty	5/15/12	Intervention, 1 hr
Nightingale	Hourly	5/1-5/3/12	Intervention, 3.75 hrs
Nightingale	Extra Duty	5/1-5/3/12	Intervention, 2.5 hrs
District	Extra Pay	6/15/12	CPI Training, 6.5 hrs
Lakeview	Stipend	2012-13	Yearbook Advisor
Nightingale	Extra Duty	5/1-5/3/12	Intervention, 2.5 hrs
Nightingale	Extra Duty	5/1-5/3/12	Intervention, 6 hrs
Dunlap	VI-20	2012-13	Reduced Workload, 57.2% Contract
Dunlap	Stipend	2012-13	Teacher in Charge
Nightingale	Extra Duty	5/1-5/3/12	Intervention, 10.5 hrs
Lakeview	Hourly	5/8-6/7/12	Intervention, 2 hrs
Nightingale	Hourly	5/1-5/3/12	Intervention, 3.5 hrs
District	Hourly	5/3-5/31/12	Technology, 49 hrs

*To be prorated

<i>SCHOOL</i>	<i>CLASS/STEP</i>	<i>EFFECTIVE DATE</i>	<i>ACTION INFORMATION</i>
Shaw	VI	7/1/12	Principal Longevity Doctorate Mileage Reimbursement Cell Phone Reimbursement
ELC District	Hourly	4/9-6/14/12 5/17-5/23/12	Enrollment, 53 hrs Test Pack – Upper, 10.5 hrs
Lakeview District	Extra Pay Daily	6/15/12 5/24/12	CPI Training, 6.5 hrs Sub Principal, 1 day
Lakeview District	Stipend Hourly	2012-13 5/14-6/12/12	Girls 7 th & 8 th Basketball Coach Home & Hospital, 23 hrs
Nightingale	Extra Duty	5/1-5/3/12	Intervention, 2.5 hrs
Lakeview	Extra Duty Stipend	5/8-5/29/12 2012-13	Intervention, 3 hrs Boys 7 th & 8 th Basketball Coach
Olga Reed	Extra Duty	5/22/12 5/31/12	TK Observation, 3.5 hrs Kinder Assessment, 3.5 hrs
Shaw	Daily	6/5/12	Field Trip Chaperone, 1 day
Olga Reed	Extra Pay Stipend	5/1-6/15/12 2012-13	Extended Day, 19.833 hrs ASB Advisor
Pine Grove	VI	7/1/12	Principal Mileage Reimbursement Cell Phone Reimbursement
Lakeview Orcutt	Stipend	2012-13	Track Coach
District	V-9 Stipend	2012-13	Additional .10 Contract Band Director
Dunlap	VI	7/1/12	Principal Longevity Mileage Reimbursement Cell Phone Reimbursement
Pine Grove	Extra Duty	5/1-5/3/12	Intervention, 2 hrs
Nightingale	Hourly	5/14-6/7/12	Overage, 37.5 hrs
Shaw	Hourly	5/15/12	STAR Testing, 2 hrs
Nightingale	Extra Duty	5/1-5/3/12	Intervention, 2.5 hrs
Orcutt JH	V-17	2012-13	Additional .20 Contract
Nightingale	V	7/1/12	Vice Principal Cell Phone Reimbursement
Lakeview	Hourly	5/7-5/23/12	STAR Testing, 15 hrs
District	VI	7/1/12	Psychologist Mileage Reimbursement
Olga Reed	Extra Pay Stipend	5/1-6/12/12 2012-13	Extended Day, 20.83 hrs Track Coach

*To be prorated

<i>SCHOOL</i>	<i>CLASS/STEP</i>	<i>EFFECTIVE DATE</i>	<i>ACTION INFORMATION</i>
Olga Reed	Extra Pay	5/1-5/21/12	Extended Day, 9.17 hrs
Lakeview	VI	7/1/12	Principal Longevity Mileage Reimbursement Cell Phone Reimbursement
Patterson	V	7/1/12	Principal Longevity Mileage Reimbursement Cell Phone Reimbursement
District	Hourly	4/17-5/23/12	STAR Testing, 9 hrs
Nightingale	VI	7/1/12	Principal Longevity Negotiations Mileage Reimbursement Cell Phone Reimbursement
Orcutt	Stipend	2012-13	Cheer Advisor
Nightingale	Extra Duty	6/18/12	TK Report Cards, 5 hrs
Orcutt	II	7/1/12	Vice Principal Cell Phone Reimbursement
Patterson	Hourly	5/10-5/11/12	Spanish STAR Testing, 5.5 hrs
Orcutt	Stipend	2012-13	Boys Volleyball Coach
Nightingale	Extra Duty	5/1-5/3/12	Intervention, 2.5 hrs
Lakeview	Stipend	2012-13	Girls Volleyball Coach ASB Advisor
Orcutt	Stipend	2012-13	Boys 7 th Basketball Coach
Orcutt JH	VI-20	2012-13	Temporary Teacher, 20% not to exceed STRS cap of \$31,020
Nightingale	Extra Duty	4/3-5/3/12	Intervention, 10 hrs
Nightingale	Hourly	5/1-5/3/12	Intervention, 2.5 hrs
Olga Reed	Extra Pay	5/1-6/12/12	Extended Day, 20.03 hrs
District	Extra Duty	4/23-6/14/12	Home & Hospital, 38 hrs
Orcutt	VI	7/1/12	Vice Principal STAR Testing Longevity Cell Phone Reimbursement
Shaw	VI-6	6/30/12	Resignation
Pine Grove	Stipend	2012-13	Teacher in Charge Track Coach
Dunlap	V-20	6/30/12	Early Retirement
Orcutt	Stipend	2012-13	Girls 7 th & 8 th Basketball Coach

*To be prorated

<i>SCHOOL</i>	<i>CLASS/STEP</i>	<i>EFFECTIVE DATE</i>	<i>ACTION INFORMATION</i>
Dunlap	Stipend	2012-13	Track Coach
Orcutt	Stipend	2012-13	Boys 8 th Basketball Coach ASB Advisor Yearbook Advisor
Patterson	Stipend	2012-13	Teacher in Charge Yearbook Advisor
Orcutt	VI	7/1/12	Principal Mileage Reimbursement Cell Phone Reimbursement
Nightingale	Hourly	5/2/12	Intervention, 1.25 hrs
Nightingale	Hourly	5/1-6/15/12	Preschool Admin, 39 hrs
Lakeview	Extra Duty	5/11-5/31/12	Intervention, 4 hrs
Nightingale	Extra Duty	5/1-5/3/12	Intervention, 2.5 hrs
Nightingale	Hourly	5/1-5/3/12	Intervention, 3.75 hrs
Nightingale	VI-14	2012-13	Job Share, 50%
	Extra Duty	5/1-5/3/12	Intervention, 2.5 hrs
Lakeview	Stipend	Stipend	Cheer Advisor
District	Extra Duty	4/23-6/13/12	Home & Hospital, 57 hrs
District	Hourly	5/7-6/13/12	Mini Rodeo, 19.75 hrs
		5/14-6/1/12	NWEA Proctor, 72 hrs
District	Hourly	5/1-6/13/12	Beginning strings, 39.5 hrs
Olga Reed	Extra Duty	5/22/12	TK, 3.5 hrs
District	Hourly	5/1-5/31/12	District Support Services, 39 hrs
Orcutt	Extra Duty	4/24-6/7/12	Detention, 19 hrs
			Director, Pupil Services
District	VI	7/1/12	Longevity Mileage Reimbursement Cell Phone Reimbursement
			District Nurse
District	VI	7/1/12	Millage Reimbursement Cell Phone Reimbursement
Lakeview	Extra Pay	6/15/12	CPI Training, 6.5 hrs
Pine Grove	Stipend	2012-13	Yearbook Advisor
District	II	7/1/12	Psychologist Mileage Reimbursement
Olga Reed	Extra Pay	5/1-6/12/12	Extended Day, 16.66 hrs
Nightingale	V-6	2012-13	Temporary Teacher, 50%
Olga Reed	Extra Pay	5/1-6/12/12	Extended Day, 20.33 hrs
Patterson	Stipend	2012-13	Track Coach

*To be prorated

Warrants

The material is not included in your copy of the agenda. A copy may be obtained by arrangement with the District Superintendent's office, during District Office working hours.

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

**ORCUTT UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
REGULAR MEETING
June 13, 2012**

CALL TO ORDER

A regular meeting of the Board of Trustees of the Orcutt Union School District was held on Wednesday, June 13, 2012 beginning with Mr. Buchanan calling Public Session to order at 6:50 p.m. Members Present: Peterson Buchanan, Hatch, Meissner and Zilli. Absent: None. Administrators Present: Bush, Ochej, Yanagisako and Edds. The Pledge of Allegiance was led by Bob Schmalbach.

SUPERINTENDENT'S REPORT

Certificated retirees Bruce Mulcahay, Susie West, April Viau and Jean Byrne were honored. Principals and co-workers spoke on their behalf. Classified retiree Pam Silva was unable to attend. The Public Session was adjourned to a retiree reception at 7:55 p.m.

RECONVNE TO PUBLIC SESSION

Public Session reconvened at 8:10 p.m. in the District Office Board Room.

SUPERINTENDENT'S REPORT (continued)

Marysia gave an update on the Governor's Budget.

CONSENT AGENDA ITEMS

- A. Classified Personnel Action Report
- B. Certificated Personnel Action Report
- C. Approval of Warrants
- D. Minutes, Regular Meeting, May 9, 2012
- E. Minutes, Special Meeting, May 21, 2012
- F. Interdistrict Attendance Agreement Requests 2011/2012
- G. Interdistrict Attendance Agreement Requests 2012/2013
- H. Board Policy 3553, Free and Reduced, for second reading
- I. Board Policy 3110, Transfer of Funds, for second reading
- J. Board Policy 6145.2, Athletic Competition, for second reading
- K. Board Policy 6161.1, Selection and Evaluation of Instructional Materials, for second reading
- L. Board Policy 6153, School-Sponsored Trips, for second reading
- M. Board Policy 6146.1, High School Graduation Requirements, for second reading
- N. Board Policy 5131.7, Weapons and Dangerous Instruments, for second reading
- O. Board Policy 5113, Absences and Excuses, for second reading
- P. Revised 2012/2013 Orcutt Union School District K-8 School Calendar

It was moved by Kathy Meissner, seconded by Bob Hatch and carried to approve Consent Agenda Items A through P, as submitted.

ITEMS SCHEDULED FOR ACTION

Gifts

It was moved by Kathy Meissner, seconded by Jim Peterson and carried to accept the gifts and direct that letters of acceptance and appreciation be forwarded to Kim and Mark LeLcaire, Dave Carlson and Debbie Briant.

Resource Solutions Group Energy Reduction Plan Agreement

It was moved by Jan Zilli, seconded by Bob Hatch and carried to authorize the Assistant Superintendent of Business to enter into an agreement with Resource Solutions Group (RSG) and utilize their program to work towards better utility management.

Discretionary Commercial Warrants Audit

It was moved by Bob Hatch, seconded by Jim Peterson and carried to renew the Memorandum of Understanding for Discretionary Commercial Warrants Audit.

Orcutt Junior High School Tennis Courts Resurfacing

It was moved by Jan Zilli, seconded by Jim Peterson and carried to approve the First Serve contract for Orcutt Junior High School tennis court resurfacing in the amount of \$9,885.

District Office Parking Lot Seal and Stripe

It was moved by Kathy Meissner, seconded by Jim Peterson and carried to authorize the Assistant Superintendent of Business to move forward to make minimal repairs to the District Office parking lot.

Board Policies

It was moved by Jan Zilli, seconded by Jim Peterson and carried to adopt Board Policy 1250, Visitors/Outsiders for first reading and place it on the next Consent Agenda for second reading.

It was moved by Kathy Meissner, seconded by Bob Hatch and carried to adopt Board Policy 5131, Conduct for first reading and place it on the next Consent Agenda for second reading.

It was moved by Jim Peterson, seconded by Jan Zilli and carried to adopt Board Policy 5131.2, Bullying for first reading and place it on the next Consent Agenda for second reading.

It was moved by Jim Peterson, seconded by Jan Zilli and carried to adopt Board Policy 5144.1, Suspension and Expulsion/Due Process for first reading and place it on the next Consent Agenda for second reading.

ITEMS SCHEDULED FOR INFORMATION/DISCUSSION

The Board Financial Report was presented for information/discussion. Marysia reported that nothing out of the ordinary was included in the report. Board Exhibit 6161.1, Selection and Evaluation of Instructional Materials, Board Exhibit 5146.6, Parent Notifications, Administrative Regulation 5144.1, Suspension and Expulsion/Due Process, and Administrative Regulation 5144.2, Suspension and Expulsion/Due Process (Students with Disabilities were presented for Board approval.

Mr. Buchanan and Mr. Hatch reported on the Quarterly School Meeting they attended along with Superintendent Bush.

GENERAL ANNOUNCEMENTS

The next regular board meeting is scheduled for Wednesday, August 8, 2012 beginning with Public Session beginning at 6:45 p.m. with Closed Session following, as needed, In the District Office Board Room, 500 Dyer Street, Orcutt, CA. A special board meeting is scheduled for Wednesday, June 20, 2012 beginning at 6:00 p.m. in the District Office Board Room, 500 Dyer Street, Orcutt, CA. followed by a Curriculum Board Meeting at 6:30 p.m.

ADJOURN TO CLOSED SESSION

It was moved by Jim Peterson, seconded by Bob Hatch and carried to adjourn to Closed Session at 8:35 p.m.

RECONVENE TO PUBLIC SESSION

Public Session reconvened at 8:55 p.m.

REPORT ON ACTION TAKEN IN CLOSED SESSION

Mr. Buchanan reported that no action was taken in Closed Session.

ADJOURN

It was moved by Jan Zilli, seconded by Kathy Meissner and carried to adjourn Public Session at 8:56 p.m.

Bob Bush, Board Secretary

Kathleen Meissner, Clerk, Board of Trustees

**ORCUTT UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
SPECIAL BOARD MEETING
June 20, 2012**

CALL TO ORDER

A special charter meeting of the Board of Trustees of the Orcutt Union School District was held on Wednesday, June 20, 2012 beginning with Mr. Buchanan calling Public Session to order at 6:15 p.m. Members Present: Peterson Buchanan Hatch Zilli and Meissner. Absent: None Administrators Present: Bush, Ochej, Yanagisako and Edds. Absent: None The Pledge of Allegiance was led by Dr. Jim Peterson

SUPERINTENDENT'S REPORT

Dr. Edds gave a comprehensive report on curriculum related topics including Transitional Kindergarten (TK), GATE, testing and standards, English Learners' Program and Professional Learning Communities. A number of the principals were in attendance to report specifically on their site. The Board was given an opportunity to ask questions and give input.

PUBLIC HEARING

Mr. Buchanan opened the Public Hearing for the 2012/2013 District Budget. There being no discussion, the hearing was closed.

ITEMS SCHEDULED FOR ACTION

Compass Learning Curriculum

It was moved by Bob Hatch, seconded by Jan Zilli and carried to move the Compass Learning agenda item to this point in the meeting so that the representative from Compass Learning could be excused.

It was moved by Kathy Meissner seconded by Jan Zilli and carried to approve the purchase of Compass Learning Curriculum.

2012/2013 District Budget

Marysia presented a brief overview of the 2012/2013 District Budget based on Governor Brown's May Revision and data provided by School Services of California to generate general assumptions regarding revenue generation. The May Revision assumes that the electorate will pass the Governor's tax initiative. School Services has recommended that schools budget for worse case, which assumes an ongoing reduction in funding of \$441/ADA which is included in the 2012/2013 figures presented. When preparing the district's cash flows it was assumed that the initiative will not pass until the outcome of the November election is known. It was moved by Bob Hatch, seconded by Jan Zilli and carried to adopt the proposed 2012/2013 District Budget and approve the document as presented.

Purchases of Switches and Maintenance Agreement

It was moved by Kathy Meissner, seconded by Jan Zilli and carried to approve the contract with Trac3 for the purchase of switches and warranty agreement as proposed for a total contract amount of \$19,565.55.

GENERAL ANNOUNCEMENTS

Unless otherwise noticed, the next regular meeting is scheduled for Wednesday, August 8, 2012 with Closed Session beginning at 6:15 p.m. followed by Public Session at 6:45 p.m. in the District Office Board Room, 500 Dyer Street, Orcutt, CA.

ADJOURN TO CLOSED SESSION

It was moved by Bob Hatch, seconded by Jim Peterson and carried to adjourn the meeting to Closed Session at 8:50 p.m.

RECONVENE TO PUBLIC SESSION

Public Session reconvened at 9:20 p.m. Mr. Buchanan reported that no action was taken in Closed Session.

ADJOURN

The Public Session meeting was adjourned at 9:22 p.m.

Bob Bush, Board Secretary

Kathleen Meissner, Clerk, Board of Trustees

**ORCUTT UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
SPECIAL MEETING
July 9, 2012**

CALL TO ORDER

A special meeting of the Board of Trustees of the Orcutt Union School District was held on Monday, July 9, 2012 beginning with Mr. Buchanan calling Public Session to order at 7:30 a.m. Members Present: Hatch, Peterson, Buchanan and Meissner. Absent: Zilli. Administrators Present: Ochej. Absent: Bush, Edds and Yanagisako. Bob Hatch led the Pledge of Allegiance.

ITEMS SCHEDULED FOR ACTION

Construction Change Order to the Orcutt Academy High School Restroom Upgrade

It was moved by Bob Hatch, seconded by Kathy Meissner and carried to approve the two change orders that result in a total project cost of \$54,111, with an additional 10% contingency of \$5,411, added in case of any further unforeseen conditions to assure we can complete this project when school opens in August. This brings the total to \$59,522. Vote: 4-0

ADJOURN

It was moved by Kathy Meissner, seconded by Jim Peterson and carried to adjourn the meeting at 7:35 a.m.

Bob Bush, Board Secretary

Kathleen Meissner, Clerk, Board of Trustees

**ORCUTT UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
SPECIAL MEETING
July 16, 2012**

CALL TO ORDER

A special meeting of the Board of Trustees of the Orcutt Union School District was held on Monday, July 16, 2012 beginning with Mrs. Meissner calling Public Session to order at 7:30 a.m. Members Present: Hatch, Peterson, Zilli and Meissner. Absent: Buchanan. Administrators Present: Ochej, Bush and Yanagisako. Absent: Edds. Bob Hatch led the Pledge of Allegiance.

ITEMS SCHEDULED FOR ACTION

Construction Change Order to the Pine Grove Hardcourt Improvement

It was moved by Bob Hatch, seconded by Jim Peterson and carried to approve the Construction Change Orders to the Pine Grove Hardcourt Improvement contract in the amount of \$72,426.12 which results in an increase to the contract to a total of \$271,426.12 with an additional 10% contingency of \$27,142 added in case of any further unforeseen conditions to assure the project can be completed when school opens in August. This brings the total to \$298,568.12 excluding materials purchased directly. Vote: 4-0

ADJOURN

It was moved by Kathy Meissner, seconded by Jim Peterson and carried to adjourn the meeting at 7:43 a.m.

Bob Bush, Board Secretary

Kathleen Meissner, Clerk, Board of Trustees



Educational Services

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

TO: Bob Bush, Superintendent
FROM: Holly Edds, Assistant Superintendent Ed.Services
BOARD MEETING DATE: August 1, 2012
BOARD AGENDA ITEM: CONSOLIDATED APPLICATION
Application for Funding

The Consolidated Application is used by the CDE to distribute categorical funds from various state and federal programs to county offices, school districts, and direct-funded schools throughout California. CDE has converted to a new online reporting system and the new requirements include approval of the Application for Funding by the local governing board in order to seek categorical funding.

RECOMMENDATION: Staff recommends that the Board of Trustees approves Application for Funding for the Consolidated Application.

FUNDING: State and Federal Categorical Budgets

2012-13 Application for Funding

CDE Program Contact:

Anne Daniels, Education Data Office, adaniels@cde.ca.gov, 916-319-0640

Local Governing Board Approval

The LEA is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	08/08/2012
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District English Learner Advisory Committee (DELAC) Review

Per Title 5 of the California Code of Regulations Section 11308, if your district has more than 50 English learners the district must establish a District English Learner Advisory Committee (DELAC) and involve them in the application for funding for programs that serve English learners.

DELAC representative's full name	Angelica Lillo
DELAC review date	04/26/2012
Meeting minutes web address	http://www.orcutt-schools.net/?L=3&PN=MeetingSchedule&DivisionID=6489&DepartmentID=6624&SubDepartmentID=2772&DisplayType=Archives&TabNo=2
Please enter the web address of DELAC review meeting minutes. If the review minutes are posted to the LEA's web site and the address provided here, they will not need to be loaded to CAIS.	
DELAC comment	
If an advisory committee refused to approve the application, or if DELAC approval is not applicable, enter a comment.	

Application for Categorical Programs

To receive specific categorical funds for a school year the LEA must apply for the fund by selecting Yes. Only the categorical funds the LEA is eligible to receive are displayed.

Economic Impact Aid EC 54000 SACS 7090, 7091	Yes
Title I Part A (Basic Grant) ESEA Sec. 1111 et seq. SACS 3010	Yes
Title I Part D (Delinquent) ESEA Sec. 1401 SACS 3025	No
Title II Part A (Teacher Quality)	Yes

California Department of Education

Orcutt Union Elementary (42 69260 0000000)

Consolidated Application

Status: Certified
Saved by: Holly Edds
Date: 7/3/2012 9:06 AM

2012-13 Application for Funding

CDE Program Contact:

Anne Daniels, Education Data Office, adaniels@cde.ca.gov, 916-319-0640

ESEA Sec. 2101 SACS 4035	
Title III Part A LEP	Yes
ESEA Sec. 3102 SACS 4203	



BUSINESS SERVICES MEMORANDUM

TO: Board of Trustees
Bob Bush, Superintendent

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

BOARD MEETING DATE: August 1, 2012

BOARD AGENDA ITEM: Surplus Property

BACKGROUND: In accordance with Education Code Sections 39520 - 39530 and BP 3260; staff recommends that the following items be declared surplus and unusable property.

This vehicle has been used by maintenance and the warehouse. The vehicle below is old and the cost to repair the vehicle would not be cost effective.

Item Description
Vehicle #62 1984 GMC Van License No. 403289; Vehicle ID 2GDHG31MOE4528239

RECOMMENDATION: Staff recommends that the Board of Trustees declare the above stated items as unused and/or obsolete and direct staff to dispose of this item.

FUNDING: N/A

ORCUTT UNION SCHOOL DISTRICT
Administrative and Management Agreement
Effective July 1, 2011

- A. The terms of this agreement shall be in effect until June 30, 2012. Compensation will be determined by the Board of Trustees prior to the start of school each year. The 2011/12 Certificated Management or Classified Management Salary Schedules is attached.
- B. The work year for all positions covered by this agreement shall be as stated in Appendix A, Certificated Management Salary Schedule and Appendix B, Classified Management Salary Schedule.
- C. Longevity increases shall be awarded to certificated management personnel after their 16th, 19th, 22nd, and 24th years in the district. ~~The amount of the increase will be determined by the number of units and/or degrees obtained as identified in the Teacher Salary Schedule.~~ Longevity increases shall be awarded to classified management after their 16th, 19th, 22nd and 24th years in the district per the Classified Management Salary Schedule attached. Current classified management who have not reached the first increment of this schedule will continue to receive classified longevity per the CSEA Classified Salary schedule **until such time as they qualify to return to the Management Schedule.**
- D. An additional \$1,000 shall be added to the salary benefits for management employees holding an earned Doctorate Degree.

E. Intra-district mileage allowances per year will be as follows:

Principals	\$1100
Psychologists	\$1050
Other Classified and Certificated Directors	\$800-\$2200- 2400

F. Cell phone reimbursement allowances per year will be as follows:

Administrators, Management, Classified & Certificated Directors	\$180-\$900
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G. Medical coverage is as follows:

- 1. Blue Cross ~~Prudent Buyer*~~.
- 2. Delta Dental coverage for ~~family and orthodontia coverage for dependent children~~ **single, 2-party or family based on the selected plan.**
- 3. The District agrees to provide vision care (Vision Service Plan) through SISC at the same benefit level provided in the ~~2009/10~~ **2010/11** school year. Dependent coverage is available; however the District's premium payment for VSP (Vision Service Plan) including dependent coverage is limited to that for the single rate at the ~~2009/10~~ **current** level.
- 4. Cancer and catastrophic care for family.

- 5. \$50,000 life insurance policy.
- H. Leave allocations follow the bargaining unit contracts.
- I. The terms of this agreement are subject to the availability of funds.
- J. If mutually agreed between the Board of Trustees and the management team, this contract is subject to yearly review.

*For Management employees hired after July 1, 2005, medical benefits will be 80% paid by the district for two party and family coverage and 100% for single coverage.

Adopted by the Board of Trustees August 1, 2012

Bob Bush, District Superintendent

ORCUTT UNION SCHOOL DISTRICT

Administrative Salary Schedule

Effective 2011/12

ENTRY LEVEL AT ANY POSITION MAY BE NEGOTIATED AT A SALARY LESS THAN COLUMN I

	I	II	III	IV	V	VI	# of Days
Principal K-6	87,267	90,321	93,483	96,754	100,141	103,646	208
Principal 7-8	89,366	92,494	95,731	99,082	102,550	106,139	213
Full-Time Vice-Principal	77,764	80,486	83,303	86,218	89,236	92,359	200
Director, Special Services	82,195	85,072	88,049	91,131	94,321	97,622	208
Director, Technology	82,984	85,888	88,895	92,006	95,226	100,959	215
Psychologist	72,867	75,417	78,057	80,789	83,617	86,543	196
Guidance/Counselor ***	44,367	45,920	47,527	49,190	50,912	52,694	196
Administrative Nurse (effective 2007/08)	63,597	65,823	68,127	70,511	72,979	75,533	196
Nurse ***	49,627	51,364	53,162	55,022	56,948	58,941	196

Half-time Vice-Principal

Salary based on placement on Certificated Salary Schedule, plus 10 days at daily rate of pay, plus a \$2,000 stipend for part-time Assistant Principals.

Longevity - Annual

After 16 Years	\$	3,200
After 19 Years	\$	4,600
After 22 Years	\$	6,000
After 24 Years	\$	7,400

Doctorate - \$1,000 Stipend

***The daily rate of pay will be calculated from either the management or teacher's salary schedule, whichever is higher, based upon education and years of service.

ORCUTT UNION SCHOOL DISTRICT

Classified Management Salary Schedule

Effective 2011/12

	I	II	III	IV	V	VI	# of Days
Custodial Supervisor	47,772	49,444	51,175	52,966	54,819	56,738	223
Director, Child Care Services	61,258	63,402	65,621	67,918	70,295	72,755	223
Director, Child Nutrition Services	61,258	63,402	65,621	67,918	70,295	72,755	223
Director, Fiscal Services	65,307	67,593	69,958	72,407	74,941	77,564	223
Director, MOT	61,258	63,402	65,621	67,918	70,295	72,755	223

Longevity - Annual

After 16 Years	\$ 3,200
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After 22 Years	\$ 6,000
After 24 Years	\$ 7,400

2006/07

Longevity is grandfathered in.

Currently any managers on the classified longevity schedule who have not reached the 1st increment of this schedule will continue to receive the classified longevity until such time as they can move to this schedule. Any new managers will be on this schedule

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- D. An additional \$1,000 shall be added to the salary benefits for management employees holding an earned Doctorate Degree.
- E. Intra-district mileage allowances per year will be as follows:
- | | |
|---|--------------|
| Principals | \$1100 |
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 4. Cancer and catastrophic care for family.
 5. \$50,000 life insurance policy.

- H. Leave allocations follow the bargaining unit contracts.
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- J. If mutually agreed between the Board of Trustees and the management team, this contract is subject to yearly review.

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Adopted by the Board of Trustees August 1, 2012.

Bob Bush, District Superintendent

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2006/07

Longevity is grandfathered in.

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ORCUTT UNION SCHOOL DISTRICT

CONFIDENTIAL EMPLOYEES' AGREEMENT

Effective July 1, 2012

1. The terms of this agreement shall be in effect until June 30, 2013. Compensation will be determined annually by the Board for school each year.
2. The work year for the confidential positions identified below shall be as specified, inclusive of paid holidays in accordance with the California School Employees Association, Chapter #255 Contract (Association Contract) and paid vacation and leaves as indicated.

POSITION	WORK YEAR (# of Days)	VACATION (# of Days)
Senior Administrative Secretary for the Superintendent	261	Per Association Contract
Administrative Secretary for the Assistant Superintendents in Business Services and Human Resources	261	Per Association Contract

3. A 15% difference between the Senior Administrative Secretary's salary and the Administrative Assistants' salaries will be maintained.
4. A 5% difference between the two Confidential Administrative Assistants and the Administrative Assistants category of the CSEA Salary Schedule shall be maintained. It is understood that this differential will increase if confidential employees receive a compensation adjustment higher than that received by the classified bargaining unit. It is further understood that confidential employees will not receive a smaller differential than the previous year.

Longevity increments will be compensated per Association Contract.

5. Medical and dental insurance plans will be compensated one-hundred percent (100%)* for confidential employees and dependents.

*For Confidential employees hired after July 1, 2005, medical benefits will be 80% paid by the District for two party and family coverage and 100% for single coverage.

6. The terms of this agreement are subject to the availability of funds.

7. In accordance with 1975/76 Resolution #J, Confidential Designation Under the Rodda Act, adopted by the Board of Trustees on March 10, 1976, benefits and compensation for confidential employees shall be not less than those received by members of the basic classified unit. The District agrees to provide vision care (Vision Service Plan) through SISC at the same benefit level and rate provided in the 2011/12 school year. Dependent coverage is available; however the District's premium payment for VSP (Vision Service Plan) including dependent coverage is limited to that for the single rate.
8. Application of compensation is separate, distinct, and not tied to the Association Contract. Percentage increases for confidential employees shall not be less than percentage increases received by members of the classified bargaining unit.
9. If mutually agreed between the Board of Trustees and the confidential employees, this contract is subject to yearly review.

Adopted by the Board of Trustees August 1, 2012.

Bob Bush, District Superintendent

ORCUTT UNION SCHOOL DISTRICT

Confidential Salary Schedule

Effective 2012/13

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Superintendent, Administrative Asst.	4,057	4,260	4,473	4,696	4,931	5,178
Administrative Assistant	3,528	3,704	3,890	4,084	4,288	4,503

Longevity - Monthly

After 10 Years	\$	100
After 15 Years	\$	125
After 20 Years	\$	150
After 25 Years	\$	175



BUSINESS SERVICES MEMORANDUM

TO: Board of Trustees
Bob Bush, Superintendent

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

BOARD MEETING DATE: August 1, 2012

BOARD AGENDA ITEM: Delegation of Authority to District Staff

BACKGROUND: In order to proceed with normal District business, the Board must annually delegate which staff members may request expenditures, sign contracts and receive warrants.

RECOMMENDATION: It is recommended that the Board of Trustees approve the delegation of authority as submitted.

FUNDING: None



**Resolution of the Governing Board
Delegation of Governing Board Powers/Duties
Authority to make cash and budget transfers**

District: Orcutt Union School District

Whereas, Education Code Section 35161 provides that “The governing board of any school district may execute any powers delegated by law to it or to the district of which it is the governing board, and shall discharge any duty imposed by law upon it or upon the district of which it is the governing board...;” and

Whereas, Education Code Section 35161 further provides that the governing board “...may delegate to an officer or employee of the district any of those powers or duties. The governing board, however, retains ultimate responsibility over the performance of those powers or duties so delegated;” and

Whereas, the governing board of the Orcutt Union School District recognizes that, while the authority provided in Education Code Section 35161 authorizes the board to delegate any of its powers and duties, the governing board retains the ultimate responsibility over the performance of those powers and duties; and

Whereas, the governing board further recognizes that where other Education Code provisions authorize a delegation of authority for a specific purpose, but impose restrictions on such delegated authority, these restrictions must be observed;

Now, Therefore, Be It Resolved that, in accordance with the authority provided in Education Code Section 35161, the governing board of the Orcutt Union School District hereby delegates to the following officers or employees of the district, the authority to make cash and budget transfers between and within district funds as necessary for the payment of obligations of the district effective from the date this resolution is passed through the year-end accrual phase without submitting the transfers as part of a specific board resolution.

Marysia Ochej, Asst. Supt. Business Svcs.
Authorized District Employee/Officer

Rebecca Holmes, Director, Fiscal Services
Authorized District Employee/Officer

Authorized District Employee/Officer

Authorized District Employee/Officer

Passed and Adopted this 1st day of August, 2012 by the following vote:

- Ayes:**
- Noes:**
- Absent:**
- Abstain:**

Reference: Ed. Code § 35161

Board Secretary

Date

Memo

To: Bob Bush, Superintendent
From: Ken Parker, OCAF President
Date: August 1, 2012
Re: 2012-2013 Orcutt Children's Arts Foundation (OCAF) Officers

Orcutt Children's Arts Foundation is presenting their slate of officers for 2012-2013 to the Orcutt Union School District Board of Trustees for approval.

President – Amy Curti
Vice President – Denice Cora
Secretary – Phil Morris
Treasurer – Tom Apkarian



BUSINESS SERVICES MEMORANDUM

TO: Board of Trustees
Bob Bush, Superintendent

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

BOARD MEETING DATE: August 1, 2012

BOARD AGENDA ITEM: Facilities Master Plan

BACKGROUND: A School Facilities Master Plan is a compilation of information, policies and statistical information about the school district. It is organized to provide:

1. A continuous basis for planning educational facilities that meet the needs of a changing community.
2. Alternatives in allocating facility resources to achieve a district's goals and objectives

This is a fluid document that provides for planning facility needs for either pupil enrollment growth or decline.

The updated OUSD facility Master Plan was presented to the Board of Trustees on July 24, 2012. It is a good business practice to have an updated master plan and required in some instances, for example, such as having the ability to surplus district real property.

RECOMMENDATION: Staff recommends that the Board of Trustees approve the Master Plan as presented.

FUNDING: Fund 01; Fund 14; Fund 25; Fund 40



Educational Services

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

TO: Bob Bush, Superintendent
FROM: Holly Edds, Assistant Superintendent Ed.Services
BOARD MEETING DATE: August 1, 2012
BOARD AGENDA ITEM: NWEA RENEWAL CONTRACT

Orcutt Union School District has been utilizing NWEA Measures of Academic Progress most recently for the past three years. Three years ago, the district entered into a multiple year contract with NWEA to secure the price for the length of the contract to ensure no increase in rates would occur. The contract is up for renewal for 2012-13. NWEA is again offering to enter into a multiple year contract to secure a set price for the length of the contract and the price is identical to the one we received three years ago. Along with locking in the rate at \$12.50 per student per year, we will also be moving to a web-based MAP subscription in the next year which will allow for additional flexibility in utilizing the program and less staff time to install updates on computers throughout the district.

RECOMMENDATION: Staff recommends that the Board of Trustees Approves the NWEA Subscription Agreement for 2012-2015.

FUNDING: Restricted Lottery

WEB-BASED MAP[®] MASTER SUBSCRIPTION AGREEMENT

THIS MASTER SUBSCRIPTION AGREEMENT (this "Subscription") is entered into effective as of the last date set forth on the signature page (the "Effective Date") by and between NORTHWEST EVALUATION ASSOCIATION, an Oregon nonprofit corporation ("NWEA"), and the school or school district or other similar entity described below ("Subscriber"). The term "Subscriber" shall also refer to a school or group of schools forming an educational entity or any individual persons using or accessing the NWEA Program (as defined in Section 1 below) on behalf of the school or school district.

NWEA is a nonprofit corporation that provides certain testing and reporting services, commonly referred to as Measures of Academic Progress[®] ("MAP[®]"), that are comprised of some or all of the items described on Schedule A ("Services"). The Schedule A is provided as a separate attachment to the same email that this Subscription agreement is sent from. The parties agree as follows:

1. **Subscription.** Subscriber affirms its subscription to the Services for the term specified in Schedule A (the "Term"). In connection with this Subscription, NWEA grants to Subscriber a limited license to use the software and materials ("NWEA Program") that implement the delivery of the Services

Subscriber accepts the Subscription to the Services as described in Schedule A.

2. **Definition.** The NWEA Program includes the original and all whole or partial copies of (a) machine-readable instructions and data; (b) components; (c) content (such as test items, test scripts, images, text, graphs, charts, pictures, etc.); (d) related licensed materials such as DesCartes: A Continuum of Learning[®] statements ("DesCartes"), MAP[®] for Primary Grades Instructional Data statements, MAP[®] reports, Knowledge Academy, professional development workshops and coaching materials, tutorials, and Paper-Pencil Assessments; and (e) licensed documents or keys, and documentation and instructions, together with repair updates and related user manuals and accompanying media and materials, which may be amended and updated from time to time during the term of this Subscription.

3. **Grant of License.** NWEA hereby grants to Subscriber a nonexclusive, nontransferable license to access, use, and display the NWEA Program for Subscriber's internal use only for the Term of this Subscription. If the NWEA Program requires installation or downloading of a copy of all or any portion of the secure/lock down browser software ("Software"), NWEA grants to Subscriber a nonexclusive, nontransferable sublicense to install or

download the necessary portion of the Software for Subscriber's internal use only in connection with the Subscription and only during the Term. The MAP[®] license and Software sublicense extend only to the quantity of licenses indicated on Schedule A. The MAP[®] license is also limited to a maximum of three test events and one summer administration for each license per academic year. In addition to the foregoing, DesCartes is subject to additional use restrictions (documented and updated at <https://reports.nwea.org>) for which Subscriber is also responsible. Any loading or maintenance of DesCartes onto third party sites requires additional written permission from NWEA.

4. **Protection from Unauthorized Use or Access.** Subscriber shall not (a) copy (other than once for back-up purposes), distribute, transfer, rent, lease, or sublicense any or all of the NWEA Program or any accompanying materials; (b) permit use of the NWEA Program by anyone not employed or in contract with Subscriber; (c) modify, adapt, translate, reverse engineer, decompile, or disassemble the NWEA Program and accompanying Software; (d) remove any proprietary notices or labels on the NWEA Program; (e) use the NWEA Program in an attempt to, or in conjunction with, any device, program, or service designed to circumvent technological measures employed to control access to, distribution of, or rights in, a content file or other work protected by the copyright laws of any jurisdiction. Subscriber shall reproduce all copyright notices and all other legends of ownership on each copy, or partial copy, of the NWEA Program. If Subscriber installs a newer or upgraded version of the NWEA Program or Software, it may not use the prior version of the NWEA Program or Software from which it upgraded or transfer it to another party. Subscriber will ensure that anyone who uses the NWEA Program and Software (accessed either locally or remotely) does so only for Subscriber's authorized use and complies with the terms of this Subscription. NWEA provides its NWEA Program and Software to Subscriber pursuant to a subscription and/or license with third party vendors. Subscriber acknowledges that it will abide by the use restrictions under such subscription and/or licenses, as amended from time to time.

5. **Ownership.** The NWEA Program is owned by NWEA or an NWEA supplier, and is copyrighted and offered through a subscription and not sold to Subscriber. All rights, title, and interest in the NWEA Program, all copies, and all updates, enhancements, modifications, and improvements, along with all intellectual property rights related thereto, shall remain with NWEA or an NWEA supplier, regardless of the source giving rise to the intellectual property and despite any modifications or adaptations made for the benefit of Subscriber. The NWEA Program and all updates, enhancements, modifications, and improvements are protected by United States and international copyright laws and treaties, as well as other intellectual property laws. Subscriber is not granted any license to use any of NWEA's trade or service marks and NWEA retains all right, title, and interest in its trade and service marks. Subscriber agrees that NWEA may use, without restriction or royalty obligation, any comments, suggestions or contributions provided by Subscriber with respect to the NWEA Program during the course of Subscriber's use. Subscriber hereby grants and assigns to NWEA any intellectual property rights that Subscriber may incidentally obtain or have with respect to any such comments, suggestions or contributions.

6. **Confidential Information.** Subscriber acknowledges that all test items (either in MAP or in the Paper-Pencil Assessment), underlying ideas, algorithms, item calibrations, test scripts, concepts, procedures, processes, principles, know-how, and methods of operation that comprise the NWEA Program, including updates, enhancements, modifications, and improvements are confidential and contain trade secrets (collectively, "**NWEA Confidential Information**"), and Subscriber will respect such confidentiality, and shall keep all such information confidential. Subscriber agrees not to use, disclose, or distribute any NWEA Confidential Information, directly or indirectly, without the prior written consent of NWEA, except that NWEA authorizes Subscriber to disclose NWEA Confidential Information to Subscriber's employees or agents who have signed written confidentiality and nondisclosure agreements before such disclosure. This Section 6's rights and obligations shall survive the termination of this Subscription.

7. **Student Information.** Subscriber shall have in place a policy to address student assessment and the use of, and access to, confidential student information ("**Student Information**"). NWEA and Subscriber acknowledge that NWEA may have access to Subscriber's Student Information. NWEA agrees to respect such confidentiality and implement policies and practices to keep such information confidential. NWEA shall not disclose any Student Information regarding

Subscriber's students or their families that NWEA may learn or obtain during the course of its performance under this Subscription without the written consent of Subscriber. Absent reckless or intentional acts or omissions by NWEA, in no event will NWEA be liable for any disclosure of Student Information. Subscriber is solely responsible for ensuring the security and availability of Subscriber's own computers, computer networks, Subscriber's internet access policies, and internet connections, including security patches, choice of browser, and browser configuration settings to be used with the NWEA Program, email, and other transmissions. Subscriber acknowledges that its designated Systems Administrator controls the access and security points of the NWEA Program and may designate additional administrators with similar privileges. Subscriber must refer to the appropriate NWEA Program documentation for system and browser requirements and security and configuration settings. To receive the best service possible, Subscriber grants permission to NWEA to transfer Student Information to its contractors that have executed confidentiality agreements, for the sole purpose of maintaining, supporting and troubleshooting the NWEA Program and Software.

8. **FERPA.** NWEA shall maintain Student Information for and on behalf of Subscriber – in accordance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g(a)(4)(A)(ii), 1232g(b)(1) – for the primary purpose of providing assessment and research services pursuant to this Subscription. NWEA may itself, through its own employees or employees of contractors, use the Student Information to conduct assessment and research activities, including, but not limited to, longitudinal studies, alignment studies, norming studies and the Growth Research Database ("GRD") for the benefit of Subscriber and/or for the collective benefit of multiple Subscribers. Personally identifiable information ("PII") derived from Student Information provided to NWEA may be disclosed only to NWEA employees or employees of contractors who have a legitimate educational interest in maintaining, organizing, or analyzing the data for uses authorized in this Subscription. In its annual notice to parents¹ under the FERPA, Subscriber shall indicate that (a) Student Information will be maintained in part on behalf of Subscriber by NWEA and its contractors in order to provide assessment and research services to Subscriber; (b) NWEA employees, and employees of NWEA's contractors shall be deemed school officials for the

¹Under FERPA whenever a student has attained 18 years of age (or is attending a postsecondary institution), the consents required of and the rights accorded to parents shall thereafter only be required of or accorded to the student. References to "parent(s)" in this Subscription shall be deemed to apply to such a student.

purpose of access to PII derived from Student Information only if they have a legitimate interest in maintaining, organizing, or analyzing the data for assessment and research purposes under this Subscription; and (c) PII derived from Student Information and maintained by NWEA shall not be further disclosed to third parties, except as allowed by FERPA and authorized by Subscriber or by this Subscription agreement. Subscriber is responsible for any notices to parents required under FERPA and for providing parents/guardians with an opportunity to inspect and challenge the contents of the student records in question.

9. **Research.** Subscriber authorizes NWEA to use the Student Information for research purposes, including but not limited to, norming studies, longitudinal, or alignment studies, provided that the data are handled in a manner that protects student anonymity. In addition, NWEA is authorized to use the Student Information in the GRD maintained by NWEA which houses Subscriber's test data for each student in a secure database for legitimate educational research purposes.

9.1 The authorization for use of Student Information is effective from the date when Subscriber first subscribed to the NWEA Program and services. Both NWEA and Subscriber acknowledge that the permissions and obligations expressed in this Subscription shall survive the termination or expiration of this Subscription and any renewals. NWEA shall maintain all Student Information derived under this Subscription, allowing Subscriber to continue to access the data in NWEA-augmented reporting form, including norms and learning statements.

9.2 NWEA shall notify Subscriber of written third party requests for disclosures of PII from Student Information. Subscriber alone may authorize actual disclosures of such information to third party organizations, and Subscriber shall be responsible for maintaining a record of the request or disclosure with the records of each student and providing the record to parents upon request, as required by 34 CFR 99.32. If Subscriber authorizes a disclosure under this Section 9.2 for a study to improve instruction, it shall authorize NWEA to enter into the required agreement with the third party organization on its behalf, consistent with 34 CFR 99.31(a)(6)(i)(C).

10. **Subscriber Information.** Subscriber hereby permits NWEA to use information regarding its schools or district (other than Student Information) to perform its obligations hereunder and to include such information in the GRD, to be used and disclosed to internal and external researchers that have executed confidentiality agreements. However, NWEA shall seek

permission from Subscriber before including such information that is identifiable to the school or district in any publication. This permission shall survive termination or expiration of this Subscription.

11. **Protection.** The NWEA Program may contain mechanical or electronic methods to prevent unauthorized use or distribution of the NWEA Program. Subscriber shall not disable or circumvent such control devices.

12. **Fees and Taxes.** Subscriber agrees to pay the fees for the Subscription to the Services as set forth in Schedule A during the Term. Subscriber shall be solely responsible for any personal property taxes or local licensing fees resulting from Subscriber's agreement under this Subscription or in connection with NWEA's delivery of Services under this Subscription.

13. **Billing and Payment.** Subscriber agrees to pay NWEA in accordance with Schedule A. Subscriber shall use its best efforts to determine the number of students to be tested by Subscriber and the payments due. NWEA will send an invoice to Subscriber, and Subscriber shall pay the amount due within 30 days of the invoice date by mailing a check or depositing the amount due via a wire transfer. Subscriber must contact NWEA at accountsreceivable@nwea.org for wire transfer instructions. If Subscriber overestimated the number of students tested, NWEA shall not be obligated to refund any Subscription fees. If, however, Subscriber tests more students than the number Subscriber originally estimated and paid for, NWEA may submit an amended invoice to capture the additional students, and Subscriber agrees to pay the variance within 30 days of the invoice date.

14. **Amendments and Renewals.** Future fees associated with adjustments including, but not limited to, the number of students tested, supplemental products, and Subscription renewals or price increases shall serve as amendments to the Subscription scope and price. Adjustments from Subscriber's issuance of a (a) purchase order; (b) written authorization; (c) submission of a roster; (d) initiation of testing; or (e) payment of any Subscription renewal or Subscription expansion invoice shall constitute acceptance of the amended Subscription scope and price. Such Subscription renewals and expansions shall continue to be otherwise governed by this Subscription (including all NWEA order forms). The conditions of payment described in Section 12 shall apply to all subscription renewals and expansions. All payments under this Subscription shall be made to NWEA.

15. **Product Training.** If Subscriber is new to the NWEA Program, NWEA recommends

NWEA Program training for Subscriber's teachers and staff before testing begins.

16. **Publicity.** Subscriber consents to NWEA's use and/or references to Subscriber's name, directly or indirectly, in NWEA's marketing and training materials.

17. **Termination and Remedies.** This Subscription shall automatically renew at the end of the Term unless Subscriber provides 30 days written notice to NWEA before the end of the applicable Term. Notwithstanding, this Subscription may be terminated before the end of the applicable Term, upon any breach of this Subscription and license by Subscriber, or by cancellation pursuant to Section 20 or renewed pursuant to Section 14. With 30 days prior written notice, Subscriber may terminate this Subscription if Subscriber fails to receive funding, appropriations, limitations or other expenditure authority at levels reasonably sufficient to pay for the Services under the Subscription. If Subscriber breaches any material term of this Subscription or terminates for non-appropriations (as set forth in the preceding sentence) NWEA will be under no obligation to refund any fees paid by Subscriber for the NWEA Program and related services. After termination or expiration of the Subscription, NWEA shall continue to maintain Student Information, allowing Subscriber to continue to access the data, in NWEA-augmented reporting form, including norms and learning statements. NWEA reserves the right to seek any legal or equitable remedy available against Subscriber for breach of the terms of this Subscription, including, without limitation, injunctive relief and specific performance. The parties agree that Sections 6 - 10, 16, 17, and 21 - 25 shall survive any termination or expiration of this Subscription or the termination of any license granted under this Subscription.

18. **Support.** NWEA will provide to Subscriber support, updates, enhancements, modifications, improvements, and maintenance services.

19. **Scheduled Maintenance.** NWEA has system maintenance periods throughout the year that will affect Subscriber's ability to upload or download student or test data, or to access reports, or to interact with any of NWEA's websites.

20. **Limited Warranty.** NWEA warrants to Subscriber that the NWEA Program, when properly installed and used, will perform substantially in accordance with the Software's documentation or as represented in writing by NWEA. The NWEA Program may include open source software components. This limited warranty is void if the failure of NWEA

Program and Software results from (a) use of the NWEA Program or Software in connection with software or hardware not compatible with the NWEA Program or Software or not meeting the technical specifications provided by NWEA; (b) improper or inadequate maintenance; (c) accident, abuse, misapplication, or use by Subscriber of the NWEA Program other than as described in the documentation provided by NWEA; or (d) inadequate internet connectivity bandwidth. This limited warranty is void if the NWEA Program and Software is altered or modified in any way by anyone other than NWEA. NWEA does not warrant that the operation of the NWEA Program and Software or availability of the Services will meet Subscriber's requirements or be uninterrupted or error free. Subscriber is responsible for the results obtained and decisions made from its use of the Software and the NWEA Program. NWEA assumes no responsibility for the operating environment or for Subscriber's security programs in which the NWEA Program or Software functions. NWEA will, at its sole option, either replace or, with its best efforts, correct the NWEA Program or Software, which fails to perform substantially in accordance with the documentation for the NWEA Program and Software or as represented in writing by NWEA upon written notice of such failure. If NWEA is unable to correct the error after using its best efforts, NWEA will, at its sole option, either replace the NWEA Program or Software with a functionally equivalent software program or refund the subscription fees paid on a pro-rated basis and cancel this Subscription.

21. **Disclaimer.** EXCEPT FOR THE EXPRESS LIMITED WARRANTY PROVIDED IN SECTION 20, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE NWEA PROGRAM IS PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, QUALITY, PRODUCTIVENESS OR CAPACITY, OR THAT THE OPERATION OF THE SOFTWARE INCLUDED WITHIN THE NWEA PROGRAM WILL BE ERROR FREE. EXCEPT AS PROVIDED HEREIN, THE ENTIRE RISK AND LIABILITY ARISING OUT OF THE USE OF THE NWEA PROGRAM REMAINS WITH SUBSCRIBER, INCLUDING, BUT NOT LIMITED TO, WHEN SUBSCRIBER'S PRACTICES ARE INCONSISTENT WITH *THE STANDARDS FOR EDUCATIONAL AND PSYCHOLOGICAL TESTING* (1999) BY THE AMERICAN EDUCATIONAL RESEARCH ASSOCIATION. THERE IS NO WARRANTY FOR PERFORMANCE ISSUES (a) CAUSED BY FACTORS OUTSIDE OF NWEA'S REASONABLE CONTROL; OR (b) THAT RESULTED FROM ANY ACTION OR INACTION OF SUBSCRIBER OR SUBSCRIBER'S THIRD PARTIES; OR (c) RESULTING FROM SCHEDULED MAINTENANCE PERIODS.

22. **Disclaimer of Actions Caused by and/or Under the Control of Third Parties.** NWEA DOES NOT AND CANNOT CONTROL PERFORMANCE OF SERVICES BASED ON THE FLOW OF DATA TO OR FROM NWEA'S NETWORK AND OTHER PORTIONS OF THE INTERNET, WHICH, DEPENDS IN LARGE PART ON THE

PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT SUBSCRIBER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NWEA WILL USE COMMERCIALY REASONABLE EFFORTS TO REMEDY AND AVOID SUCH EVENTS, NWEA CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NWEA DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

23. **Limitation.** THE REMEDIES PROVIDED UNDER THE LIMITED WARRANTY ARE SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDIES. EXCEPT TO THE EXTENT THE FOLLOWING LIABILITY LIMITATION IS PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL NWEA BE LIABLE FOR ANY DAMAGES OR EXPENSES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST OPPORTUNITY, LOST SAVINGS, LOSS OF GOODWILL, LOST BUSINESS, LOSS OF ANTICIPATED BENEFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF OR DAMAGE TO DATA, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, OR PECUNIARY LOSS, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF THE USE OF OR INABILITY TO USE THE NWEA PROGRAM, EVEN IF NWEA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, NWEA'S ENTIRE LIABILITY UNDER THIS SUBSCRIPTION SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY SUBSCRIBER FOR THE RIGHT TO USE THE NWEA PROGRAM IN THE TWELVE MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY. THIS LIMITATION OF LIABILITY ALSO APPLIES TO THE NWEA PROGRAM DEVELOPERS AND SUPPLIERS. IT IS THE MAXIMUM FOR WHICH THEY AND NWEA ARE COLLECTIVELY RESPONSIBLE.

24. **Indemnification.** Subscriber agrees to indemnify, defend and hold harmless NWEA and NWEA's officers, directors, employees, agents, and representatives, from and against any and all claims, damages, expenses, judgments, fines, and amounts paid in settlement in connection any proceeding arising from Subscriber's breach of this Subscription or its use of the NWEA Program and Software.

25. **Miscellaneous**

25.1 **Force Majeure.** Neither party shall be liable for any delay or failure to perform any obligation hereunder due to causes beyond its control, including without limitation, war, riot, insurrection, civil commotion, terrorist activity, fire, industrial disputes of whatever nature, acts of nature, computer crimes, epidemics, acts or omissions of third party vendors or suppliers, equipment failures, public enemies of government, failure of telecommunications, system malfunctions, fire, or other casualty.

25.2 **Waiver and Severability.** Waiver of any default or breach under this Subscription by NWEA does not constitute a waiver of any subsequent default or a modification of any other

provisions of this Subscription. If any part of this Subscription shall be held invalid, illegal, in conflict with any law, or otherwise unenforceable by a court of competent jurisdiction, the remainder of this Subscription will nevertheless remain in full force and effect.

25.3 **No Third Party Beneficiaries.** The parties do not intend to confer any right or remedy on any third party.

25.4 **Survival.** All provisions of this Subscription that would reasonably be expected to survive the termination of this Subscription will do so.

25.5 **Entire Agreement.** This Subscription contains the entire understanding of the parties regarding the subject matter of this Subscription and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Subscription.

25.6 **Assignment.** Subscriber may not assign this Subscription to any third party without the prior written consent of the NWEA.

25.7 **Binding.** This Subscription shall bind and inure to the benefit of the parties and their respective successors, and approved assigns, if any.

25.8 **Representation of Signatories.** Each person signing this Subscription represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Subscription for their respective party.

25.9 **Notices.** Any notice required under this Subscription shall be in writing and effective when (a) delivered personally against receipt, (b) deposited in the mail and registered or certified with return receipt requested, postage prepaid, (c) shipped by a recognized courier service and addressed to either party as designated in this Subscription, (d) delivered by email to an email address designated by the recipient, or (e) when delivered via any of the foregoing at such other address as may be provided by the recipient in accordance with this Section 25.9.

Address for Notices to NWEA:

Northwest Evaluation Association
121 NW Everett Street
Portland, OR 97209
Email: Audit-Risk@nwea.org

Address for Notices to Subscriber shall be sent to the address set forth in Subscriber's signature box below.

25.10 Controlling Law and Venue.

This Subscription shall be construed and controlled by the laws of the State of Oregon, U.S.A., without giving effect to principles of conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed and shall not apply to this Subscription. Any litigation arising out of this Subscription shall be conducted in courts located in Multnomah County, Oregon.

25.11 Attorney Fees.

If any lawsuit is instituted to interpret, enforce or rescind this Subscription, the prevailing party on a claim will be entitled to recover, in addition to any other relief awarded, its reasonable attorney fees and other fees, costs and expenses of every kind, including but not limited to the costs, and disbursements specified in

ORCP 68A(2), incurred in connection with the arbitration or lawsuit, the collection of any award or the enforcement of any order as determined by a judge.

25.12 Counterparts.

This Subscription may be executed in counterparts, each of which shall be deemed an original, and the counterparts shall together constitute one and the same Subscription, notwithstanding that all of the parties are not signatory a single original or the same counterpart. The parties may also deliver and accept facsimile or electronically scanned signatures, which shall be binding upon the parties as if the signature were an original.

25.13 Vendor Status and Independent Contractor.

The NWEA Program is provided by NWEA within its normal business operations and is operated in a competitive environment. The NWEA Program offered under this Subscription constitutes a vendor relationship, as defined by OMB Circular A-133 and therefore, any monies to pay for this Subscription, are not subject to the federal audit requirements of OMB Circular A-133. NWEA is an independent contractor, and neither NWEA nor its employees, shall be deemed Subscriber's employees. Nothing contained in this Subscription shall create or imply an agency relationship, joint venture or partnership between the parties.

NWEA:

NORTHWEST EVALUATION ASSOCIATION

By _____
Jeffrey P. Strickler, COO

Date: _____

SUBSCRIBER NAME and Address:
(Please print)

By: _____

Printed Name: _____

Title: _____

Date: _____



SCHEDULE A

7/3/2012

Orcutt Union Elementary School District
Attn: Holly Edds
500 Dyer Street
Orcutt, CA 93455

This letter confirms the renewal pricing for your new Master Subscription Agreement with NWEA. Details of the transaction are noted below. This represents a 3 year renewal (7/1/2012 – 6/30/2014) Pricing is detailed below.

Product Name	Quantity	Price	Total Price
Web Based MAP for Primary Grades Assessments - Full Year Subscription (12-13)	325	\$12.50	\$4,062.50
Web Based MAP Assessments - Full Year Subscription	3,813	\$12.50	\$47,662.50
Renewal First Year (2012-2013)			\$51,725.00
Web Based MAP for Primary Grades Assessments - Full Year Subscription	325	\$12.50	\$4,062.50
Web Based MAP Assessments - Full Year Subscription	3,813	\$12.50	\$47,662.50
Renewal Second Year (2013-2014)			\$51,725.00
Web Based MAP for Primary Grades Assessments - Full Year Subscription	325	\$12.50	\$4,062.50
Web Based MAP Assessments - Full Year Subscription	3,813	\$12.50	\$47,662.50
Renewal Third Year (2014-2015)			\$51,725.00
		Grand Total	\$155,175.00

Prices quoted are effective for 90 days from the date of this letter. To complete the renewal, please submit a purchase order or payment for the full amount of the first year. Invoicing for year 2 and 3 in June (of the following year) or at district request. You may submit by fax using the number noted below.

For more information, please contact NWEA at 503-624-1951.

Northwest Evaluation Association
121 NW Everett Street
Portland, OR, 97209
Tel. 503.624.1951 / Fax 503.639.7873
Visit us on the web at: <http://www.nwea.org>

121 NW Everett Street, Portland, OR, 97209
Tel. 503-624-1951 / Fax: 503-639-7873 / www.nwea.org



Educational Services

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

TO: Bob Bush, Superintendent

FROM: Holly Edds
Assistant Superintendent, Educational Services

BOARD MEETING DATE: August 1, 2012

BOARD AGENDA ITEM: Board Policy 5145.3
NONDISCRIMINATION/HARASSMENT

BACKGROUND: Mandated policy updated to reflect new law (AB 9) which requires policy prohibiting discrimination, harassment, intimidation, and bullying based on specified characteristics, including gender identify and gender expression. Policy also adds language (1) prohibiting retaliation against students who file a complaint or report, and (2) requiring related training of students, parents/guardians, and employees.

RECOMMENDATION: It is recommended that the Board of Trustees approve the revision to BP 5145.3

FUNDING: No funding implications.

NONDISCRIMINATION/HARASSMENT

~~District programs and activities shall be free from discrimination, including harassment, with respect to a student's actual or perceived sex, gender, ethnic group identification, race, national origin, religion, color, physical or mental disability, age or sexual orientation.~~

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

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

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive)

(cf. 5145.9 - Hate-Motivated Behavior)

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

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

~~The Board prohibits discrimination, intimidation, or harassment of any student by any employee, student, or other person in the district. Prohibited discrimination, harassment, intimidation or bullying includes physical, verbal, nonverbal, or written conduct based on one of the categories listed above that is so severe and pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the purpose or effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects the student's educational opportunities.~~

The Board also prohibits any form of retaliation against any student who files a complaint or report regarding an incident of discrimination, harassment, intimidation or bullying.

The principal or designee shall develop a plan to provide students with appropriate accommodations when necessary for their protection from threatened or potentially harassing or discriminatory behavior.

Students who engage in discrimination, harassment, **intimidation, bullying or retaliation** in violation of law, Board policy, or administrative regulation shall be subject to appropriate discipline, up to and including counseling, suspension, and/or expulsion. Any employee who

permits or engages in prohibited discrimination, harassment, intimidation, bullying or retaliation shall be subject to disciplinary action, up to and including dismissal.

(cf. 4118 - Suspension/Disciplinary Action)
(cf. 4119.21/4219.21/4319.21- Professional Standards)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
(cf. 5131 - Conduct)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 5145.2 – Freedom of Speech/Expression)

Grievance Procedures

The Board hereby designates the following position(s) as Coordinator(s) for Nondiscrimination to handle complaints regarding discrimination and harassment and inquiries regarding the district's nondiscrimination policies:

Assistant Superintendent/Human Resources
500 Dyer Street
Orcutt, CA. 93455
(805) 938-8900

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.3 - Uniform Complaint Procedures)

Any student who feels that he/she has been subjected to discrimination, harassment, intimidation, or bullying should immediately contact the Coordinator for Nondiscrimination, the principal, or any other staff member. Any student or school employee who observes an incident of discrimination or harassment should report the incident to the Coordinator or principal, whether or not the victim files a complaint.

~~Employees who become aware of an act of discrimination or harassment shall immediately report the incident to the Coordinator for Nondiscrimination.~~ Any school employee who observes an incident of discrimination, harassment, intimidation, or bullying shall report the incident to the Coordinator or principal, whether or not the victim files a complaint. In addition, the employee shall immediately intervene when safe to do so. (Education Code 234.1)

Upon receiving a complaint of discrimination, harassment, intimidation, or bullying, the Coordinator shall immediately investigate the complaint in accordance with site-level grievance procedures specified in AR 5145.7 - Sexual Harassment. ~~Where the Coordinator finds that discrimination or harassment has occurred, he/she shall take prompt, appropriate action to end the harassment and address its effects on the victim.~~

(cf. 5145.7 - Sexual Harassment)

~~The Coordinator shall also advise the victim of any other remedies that may be available. The~~

~~Coordinator shall file a report with the Superintendent or designee and refer the matter to law enforcement where required.~~

Within 30 days of receiving the district's report, the complainant may appeal to the Board if he/she disagrees with the resolution of the complaint. The Board shall make a decision at its next regular meeting and its decision shall be final.

The Superintendent or designee shall ensure that the student handbook clearly describes the district's nondiscrimination policy, procedures for filing a complaint regarding discrimination, harassment, **intimidation, or bullying**, and the resources that are available to students who feel that they have been the victim of ~~discrimination or harassment~~ **such behavior**. The district's policy may also be posted on the district website or any other location that is easily accessible to students.

(cf. 1113 – District and School Web Sites)

(cf. 1114 – District-Sponsored Social Media)

(cf. 6163.4 – Student Use of Technology)

When required pursuant to Education Code 48985, complaint forms shall be translated into the student's primary language.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

48900.3 Suspension or expulsion for act of hate violence

48900.4 Suspension or expulsion for threats or harassment

48904 Liability of parent/guardian for willful student misconduct

48907 Student exercise of free expression

48950 Freedom of speech

48985 Translation of notices

49020-49023 Athletic programs

51500 Prohibited instruction or activity

51501 Prohibited means of instruction

60044 Prohibited instructional materials

CIVIL CODE

1714.1 Liability of parents/guardians for willful misconduct of minor

PENAL CODE

422.55 Definition of hate crime

422.6 Crimes, harassment

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform Complaint Procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972

UNITED STATES CODE, TITLE 42

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

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

CODE OF FEDERAL REGULATIONS, TITLE 34

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

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

106.9 Notification of nondiscrimination on basis of sex

COURT DECISIONS

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

Flores v. Morgan Hill Unified School District, (2003) 324 F.3d 1130

Management Resources:

CSBA PUBLICATIONS

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

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

CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES

California Student Safety and Violence Prevention - Laws and Regulations, April 2004

FIRST AMENDMENT CENTER PUBLICATIONS

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

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

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

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

Dear Colleague Letter: Harassment and Bullying, October 2010

Notice of Non-Discrimination, January 1999

WEB SITES

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

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

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

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

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

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

Policy Adopted ~~9/8/10~~ 08/01/12

ORCUTT UNION SCHOOL DISTRICT
Orcutt, California



HUMAN RESOURCES MEMORANDUM

TO: Bob Bush

FROM: Jan Yanagisako

BOARD MEETING DATE: August 1, 2012

BOARD AGENDA ITEM: Board Policy 4030
Nondiscrimination in Employment

BACKGROUND: Revised Board Policy is updated to reflect new law SB 559 and AB887 which expands categories of prohibited discrimination to include genetic information, gender expression and gender identity. Policy also reflects new court decision which clarifies that a third party may file a suit alleging retaliation for a complaint by another person to whom the third part is related.

RECOMMENDATION: It is recommended that the Board of Trustees adopt Board Policy 4030, Nondiscrimination in Employment.

FUNDING: No impact

NONDISCRIMINATION IN EMPLOYMENT

The Board of Trustees desires to provide a positive work environment where employees and job applicants are free from harassment and are assured of equal access and opportunities in accordance with law. The Board of Trustees prohibits ~~unlawful discrimination against and/or harassment of any~~ district employee from harassing or discriminating against any other district employee ~~and~~ or job applicants on the basis of the person's actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, **gender identity, gender expression**, sex, or sexual orientation. ~~at any district site and/or activity.~~ The Board also prohibits retaliation against any district employee or job applicant who complains, testifies or in any way participates in the district's complaint procedures instituted pursuant to this policy.

(c.f. 0410 – Nondiscrimination in District Programs and Activities)
(~~cf. 4031 – Complaints Concerning Discrimination in Employment~~)
(cf. 4032 - Reasonable Accommodation)
(cf. 4033 – Lactation Accommodation)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 4119.41/4219.41/4319.41 - Employees with Infectious Disease)
(c.f. 4154/4254/4354 – Health and Welfare Benefits)
(c.f. 5145.7 – Sexual Harassment)

Prohibited discrimination consists of any adverse employment action, including termination or denial of promotion, job assignment, or training, based on any of the prohibited categories of discrimination listed above. Prohibited discrimination or Harassment consists of any unwelcome conduct, whether verbal, physical or visual conduct that is based on any of the prohibited categories of discrimination listed above and that it is so severe and pervasive that it adversely affects an individual's employment opportunities, or has the purpose or effect of unreasonably interfering with his/her the individual's work performance, or creating creates an intimidating, hostile or offensive work environment.

Any district employee who engages ~~or participates~~ in prohibited discrimination, ~~or~~ harassment, or **retaliation** or who aids, abets, incites, compels or coerces another to engage or attempt to engage in such behavior, ~~shall be~~, in violation of this policy ~~and is~~ **shall be** subject to disciplinary action, up to and including dismissal.

(cf. 4117.4 - Dismissal)
(cf. 4118 - Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Any employee or job applicant who believes that he/she has been or is being discriminated against or harassed in violation of district policy or regulation, should, **as appropriate**, immediately contact his/her supervisor, the Coordinator, or the Superintendent who shall advise the employee or applicant about the district's procedures for filing, investigating and resolving any such complaints.

Complaints regarding employment discrimination or harassment shall immediately be investigated in accordance with AR 4031, Complaints Concerning Discrimination in Employment.

Any supervisory or management employee who observes or has knowledge of an incident of

prohibited discrimination or harassment shall report the incident to ~~his/her supervisor~~, the Coordinator or Superintendent as soon as practical after the incident. All employees are encouraged to report such incidents to their supervisor immediately.

Training and Notifications

The Superintendent or designee shall provide training to supervisory or management employees about how to recognize harassment and discrimination, how to respond appropriately, and components of the district's policies and regulations regarding discrimination

(c.f. 4131/42231/4331 – Staff Development)

The Superintendent or designee shall regularly publicize, within the district and in the community, the district's nondiscrimination policy and the availability of complaint procedures. Such publication shall be included in each announcement, bulletin or application form that is used in employee recruitment. (34 CFR 100.6, 106.9)

The district's policy and administrative regulation shall be posted in all schools and offices including staff lounges and student government meeting rooms. (5 CCR 4960)

The Board designates the following position as Coordinator for Nondiscrimination in Employment:

Assistant Superintendent of Human Resources
500 Dyer Street
Orcutt, CA 93455
(805) 938-8900

(The information below is already contained in AR 4031, Complaints Concerning Discrimination in Employment)

Other Remedies

~~An employee may, in addition to filing a discrimination complaint with the district, file a complaint with either the California Department of Fair Employment and Housing (DFEH) or the Equal Employment Opportunity Commission (EEOC). The time limits for filing such complaints are as follows:~~

- ~~1. To file a valid complaint with DFEH, the employee must file his/her complaint within one year of the alleged discriminatory act(s), unless an exception exists pursuant to Government Code 12960. (Government Code 12960)~~
- ~~2. To file a valid complaint directly with EEOC, the employee must file his/her complaint within 180 days of the alleged discriminatory act(s). To file a valid complaint with EEOC after filing a complaint with DFEH, the employee must file the complaint within 300 days of the alleged discriminatory act(s) or within 30 days after the termination of proceedings by DFEH, whichever is earlier. (42 USC 2000e-5)~~

~~Employees wishing to file complaints with the DFEH and EEOC should contact the nondiscrimination coordinator for more information.~~

Legal Reference:

EDUCATION CODE

200-262.4, *Prohibition o discrimination*

CIVIL CODE

51.7 *Freedom from violence or intimidation*

GOVERNMENT CODE

11135 *Unlawful discrimination*

12900-12996 *Fair Employment and Housing Act*

PENAL CODE

422.56 *Definitions, hate crimes*

CODE OF REGULATIONS, TITLE 2

7287.6 *Terms, conditions and privileges of employment*

CODE OF REGULATIONS, TITLE 5

4900-4965 *Nondiscrimination in elementary and secondary education programs receiving state financial assistance*

UNITED STATES CODE, TITLE 20

1681-1688 *Discrimination based on sex or blindness, Title IX*

UNITED STATES CODE, TITLE 29

621-634 *Age Discrimination in Employment Act*

794 *Section 504 of the Rehabilitation Act of 1973*

UNITED STATES CODE, TITLE 42

2000d-2000d-7 *Title VI, Civil Rights Act of 1964*

2000e-2000e-17 *Title VII, Civil Rights Act of 1964 as amended*

2000ff-2000ff-11 *Genetic Information Nondiscrimination Act of 2008*

2000h-2-2000h-6 *Title IX, 1972 Education Act Amendments*

6101-6107 *Age discrimination in federally assisted programs*

12101-12213 *Americans with Disabilities Act*

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 *Americans with Disabilities Act*

CODE OF FEDERAL REGULATIONS, TITLE 34

100.6 *Compliance information*

104.7 *Designation of responsible employee for Section 504*

104.8 *Notice*

106.8 *Designation of responsible employee and adoption of grievance procedures*

106.9 *Dissemination of policy*

110.1-110.39 *Nondiscrimination on the basis of age*

COURT DECISIONS

Carter v. California Department of Veterans Affairs (2003) 2003 Cal.LEXIS 5694

Thompson v. Noath American Stainless LP, (2011) 131 S. Ct. 863

Shephard v. Loyola Marymount (2002) 102 CalApp.4th 837

Management Resources:

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Questions and Answers: Religious Discrimination in the Workplace 2008

Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors, June 1999

Enforcement Guidance: Reasonable Accommodation and Undue Hardship under the Americans with Disabilities Act, March, 1999

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

Notice of Non-Discrimination, January, 1999-August 2010

WEB SITES

EEOC: <http://www.eeoc.gov>

OCR: <http://www.ed.gov/offices/OCR>

DFEH: <http://www.dfeh.ca.gov>

Policy Adopted: ~~3/9/11~~08/01/2012

ORCUTT UNION SCHOOL DISTRICT
Orcutt, California

Board Report

District 16 -- Orcutt Union

Fund 01 -- General Fund

As of 6/30/2012

	Beginning Bal/ WrkBudget	Month-To-Date Actual	Year-To-Date Actual	Year-To-Date Encumbrances	Ending Bal/ Remaining Bal
9110 -- Cash in County Treasury	2,145,938.97	(2,493,432.74)	(1,799,192.81)	0.00	346,746.16
9130 -- Revolving Cash/Fiscal Agent	15,900.00	0.00	2,000.00	0.00	17,900.00
9200 -- Accounts Receivable	5,047,898.21	32,142.05	(4,955,689.82)	0.00	92,208.39
9310 -- Due from Other Funds	297,768.79	24,948.51	(272,820.28)	0.00	24,948.51
9320 -- Stores	12,522.35	(5,427.70)	(5,427.70)	0.00	7,094.65
9330 -- Prepaid Expenditures (Expenses)	0.00	15,912.05	15,912.05	0.00	15,912.05
Total Assets	7,520,028.32	(2,425,857.83)	(7,015,218.56)	0.00	504,809.76
9500 -- Accounts Payable (Current Liabilities)	267,600.22	102,319.62	(160,795.28)	0.00	106,804.94
9610 -- Due to Other Funds	313,260.12	0.00	(313,260.12)	0.00	0.00
9650 -- Deferred Revenue	71,676.87	0.00	(71,676.87)	0.00	0.00
Total Liabilities	652,537.21	102,319.62	(545,732.27)	0.00	106,804.94
Fund Balance (Beginning Balance/Actual)	6,867,491.11	0.00	0.00	0.00	398,004.82
9791 -- Net Beginning Balance	6,867,491.11	0.00	6,867,491.11	0.00	6,867,491.11
8010 -- Revenue Limit Sources	22,532,792.00	310,465.73	17,932,364.46	0.00	4,600,427.54
8100 -- Federal Revenue	1,448,660.00	169,470.00	1,186,117.77	0.00	262,542.23
8300 -- Other State Revenues	4,778,520.89	457,265.44	3,948,215.77	0.00	830,305.12
8600 -- Other Local Revenue	1,690,880.40	329,112.54	1,822,284.62	0.00	(131,404.22)
8910 -- Other Financing Sources	268,947.00	(29,082.82)	223,631.05	0.00	45,315.95
8980 -- Contributions	3.00	0.00	0.00	0.00	3.00
Total Revenues	30,719,803.29	1,237,230.89	25,112,613.67	0.00	5,607,189.62
1000 -- Certificated Personnel Salaries	16,419,308.09	1,679,431.16	16,268,312.15	0.00	150,995.94
2000 -- Classified Personnel Salaries	4,934,614.85	652,026.75	5,097,132.47	0.00	(162,517.62)
3000 -- Employee Benefits	6,250,878.62	676,768.40	6,140,113.79	0.00	110,764.83
4000 -- Books and Supplies	2,126,679.68	139,644.06	1,225,876.26	0.00	900,803.42
5000 -- Services and Other Operating Expenditures	2,046,175.88	167,228.32	2,023,834.34	0.00	22,341.54
6000 -- Capital Outlay	783,272.96	371,025.97	686,546.23	0.00	96,726.73
7000 -- Other Outgo & Transfers Out	564,811.03	79,283.68	140,284.72	0.00	424,526.31
Total Expenditures	33,125,741.11	3,765,408.34	31,582,099.96	0.00	1,543,641.15
Fund Balance (Budget/Actual)	4,461,553.29	0.00	398,004.82	0.00	0.00

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

Quarterly Report

on

Williams/Valenzuela Uniform Complaints

[Education Code § 35186]

2012

District: Orcutt Union School District

Name of person completing this form: Alice Salazar

Title of person completing this form: Administrative Assistant

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

August 1, 2012

Quarterly report submission date (check one):

- April (Jan.—March)
- July (April—June)
- October (July—Sept.)
- January (Oct.—Dec.)

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

Signature of district superintendent

Date