

ORCUTT UNION SCHOOL DISTRICT
Regular Meeting of the Board of Trustees
Wednesday, November 18, 2015
Closed Session – 6:45 P.M.
Public Session – 7:15 P.M.
Orcutt Academy High School Multi-Use Room
610 Pinal Avenue

CALL TO ORDER 6:45 P.M.

CLOSED SESSION PUBLIC COMMENTS

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

ADJOURN TO CLOSED SESSION

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

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

RECONVENE TO PUBLIC SESSION 7:15 P.M.

- A. Pledge of Allegiance
- B. Public Report on Action Taken in Closed Session
- C. Adoption of November 18, 2015 Agenda

Moved _____ Second _____ Vote _____

PUBLIC COMMENT ANNOUNCEMENT

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

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

D. Superintendent's Report

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

1. OCAF Report
2. Health Services Presentation
3. Lakeview Jr. High Vision Statement

E. Public Comment

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

F. Written Communication

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

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 October 14, 2015
- E. Minutes, Special Meeting October 28, 2015
- F. Minutes, Special Meeting November 2, 2015
- G. Hiring of Coaches 2015-2016
- H. Surplus Items

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

Moved _____

Second _____

Vote _____

ITEMS SCHEDULED FOR ACTION

A. GENERAL

1. Acceptance of Gifts

Ralph Dunlap School received a donation of \$10000 from Igor and Ika Nastaskin for classroom supplies and field trips. They also received a donation of the book *Reaching Out* by Francisco Jimenez from Santa Maria Rotary South.

Alice Shaw School received a donation of \$100 from Mr. and Mrs. David Silva for robotics supplies.

Pine Grove School received a \$300 donation from Your Orcutt Youth Organization (YOYO) to be used for 6th Grade Outdoor School.

It is recommended that the Board of Trustees accept these gifts and direct that a letter of acceptance and appreciation be forwarded to Igor and Ika Nastaskin, Santa Maria Rotary South, Mr. and Mrs. David Silva and Your Orcutt Youth Organization (YOYO)

Moved _____ Second _____ Vote _____

2. Set Annual Organizational Meeting

It is recommended that the Board of Trustees set its Annual Organizational Meeting for December 9, 2015 with Public Session beginning at 7:15 p.m. in the District Office Board Room, 500 Dyer Street, Orcutt, CA.

Moved _____ Second _____ Vote _____

B. BUSINESS

1. 2015/2016 Resolution No. 8, Campus Connection Clearing Account

It is recommended that the Board of Trustees adopt 2015/2016 Resolution No. 8, Campus Connection Clearing Account, as submitted.

Moved _____ Second _____ Vote _____

2. 2015/2016 Resolution No. 9, Delegation of Authority

It is recommended that the Board of Trustees adopt 2015/2016 Resolution Np. 9, Delegation of Authority to District Staff, as submitted.

Moved _____ Second _____ Vote _____

3. TELECU Construction Management Agreement

Staff recommends that the Board of Trustees approve the contract to engage in services with TELACU Construction Management (TCM), as submitted. A copy of the agreement is available for review at the District Office, 500 Dyer Street, Orcutt, CA M-F 7:30 a.m.-4:30 p.m.

Moved _____ Second _____ Vote _____

C. EDUCATIONAL SERVICES

1. Single School Plans for Student Achievement

Staff recommends the Board of Trustees approve the Single School Plan for Student Achievement for Ralph Dunlap, Orcutt Junior High and Pine Grove schools, as submitted. Copies of the Single School Plans for Student Achievement are available for review at the District Office, 500 Dyer Street, Orcutt, CA M-F 7:30 a.m.-4:30 p.m.

Moved _____ Second _____ Vote _____

2. Music in the Park Band Trip

Staff requests that the Board of Trustees approve the Orcutt Union School District's Band to travel to Santa Clara, CA to participate in the Music in the Park Festival on April 15-16, 2016.

Moved _____ Second _____ Vote _____

D. HUMAN RESOURCES

1. Approval of Superintendent Contract

It is recommended that the Board of Trustees ratify the Employment Agreement with Superintendent Dr. Deborah Blow.

Moved _____ Second _____ Vote _____

2. Approval of Assistant Superintendent, Business Services Contract

It is recommended that the Board of Trustees ratify the Employment Agreement with Assistant Superintendent, Business Services, Walter J. Con.

Moved _____ Second _____ Vote _____

3. Approval of Assistant Superintendent, Educational Services Contract

It is recommended that the Board of Trustees ratify the Employment Agreement with Assistant Superintendent, Educational Services, Dr. Holly Edds.

Moved _____ Second _____ Vote _____

4. Approval of Assistant Superintendent, Human Resources

It is recommended that the Board of Trustees ratify the Employment Agreement with Assistant Superintendent, Human Resources, Don Nicholson.

Moved _____ Second _____ Vote _____

5. Approval of Chief Technology Officer Contract

It is recommended that the Board of Trustees rectify the Employment Agreement with Chief Technology Officer, Kirby L. Fell.

Moved _____ Second _____ Vote _____

ITEMS SCHEDULED FOR INFORMATION/DISCUSSION

- 1. Items from the Board

GENERAL ANNOUNCEMENTS

Unless otherwise noticed, the next regular board meeting is scheduled for Wednesday, December 9, 2015, beginning with Closed Session beginning at 6:45 p.m., Public Session at 7:15 p.m. in the District Office Board Room, 500 Dyer Street, Orcutt, CA.

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
November 18, 2015

TO: Deborah Blow, Ed.D.
SUBMITTED BY: Don Nicholson, Assistant Superintendent/Human Resources
SUBJECT: Recommendations for Board Approval

SITE	CLASSIFICATION	SALARY	EFFECTIVE	ACTION INFORMATION
Ralph Dunlap	Inst Assistant I	\$13.23/hr	10/15/15	Permanent/Probationary
Alice Shaw	Inst Assistant PE	\$150/mo	11/01/15	Longevity-15 years
Pine Grove	Inst Assistant I	\$150/mo	11/01/15	Longevity-15 years
Central Kitchen	Child Nutrition Worker	\$125/mo	11/01/15	Longevity-10 years
Ralph Dunlap	Child Nutrition Worker	\$125/mo	11/01/15	Longevity-10 years
Joe Nightingale	Head Custodian	\$200/mo	11/01/15	Longevity-25 years
Technology	Sr. Secretary	\$200/mo	11/01/15	Longevity-25 years
District Office	Sr. Payroll Technician	\$200/mo	11/01/15	Longevity-25 years
Joe Nightingale	Inst Assistant PE	\$13.23/hr	10/01/15	Permanent/Probationary
Joe Nightingale	Child Care Assistant	\$175/mo	11/01/15	Longevity-20 years
Ralph Dunlap	Child Nutrition Cashier	\$125/mo	12/01/15	Longevity-10 years
Pine Grove	Inst Assistant I	\$13.89/hr	10/27/15	Permanent/Probationary
Joe Nightingale	Inst Assistant II	\$17.31/hr	10/05/15	Promotion
Transportation	Bus Driver	\$175/mo	11/01/15	Longevity-20 years
Ralph Dunlap	Inst Assistant I	\$125/mo	12/01/15	Longevity-10 years
Patterson Rd.	Child Nutrition Cook	\$125/mo	12/01/15	Longevity-10 years
Olga Reed	Office Manager	\$150/mo	12/01/15	Longevity-15 years

ORCUTT UNION SCHOOL DISTRICT

Certificated Personnel Action Report

TO: Dr. Deborah Blow
District Superintendent

FROM: Don Nicholson
Assistant Superintendent, Human Resources

DATE: Board Meeting of November 18, 2015

RE: **RECOMMENDATIONS FOR APPROVAL AND RATIFICATION**

<i>SCHOOL</i>	<i>CLASS/STEP</i>	<i>EFFECTIVE DATE</i>	<i>ACTION INFORMATION</i>
District	Hourly	9/9-9/24/15	NWEA Proctor, 67.5 hrs
Lakeview	Extra Duty	9/14-9/21/15	Volleyball Supervisor, 2 games
District	Hourly	8/20-9/30/15	CELDT Proctor, 9 hrs
Nightingale	Hourly	9/30/15	ELD, 6.75 hrs
Lakeview	Extra Duty	9/8-9/29/15	Homework Club, 3.5 hrs
Dunlap	Extra Duty	9/15/15	Collaboration Meeting, 6 hrs
District	Hourly	9/8-9/25/15	NWEA Proctor, 54.25 hrs
District	Hourly	9/8-9/25/15	NWEA Proctor, 68 hrs
Nightingale	Hourly	9/30/15	ELD, 5.75 hrs
Orcutt	Hourly	9/30/15	ELD, 5.5 hrs
District	Daily	9/8/15	Sub Administrator, 1 day
Lakeview	Extra Duty	9/14-9/21/15	Volleyball Supervisor, 2 games
District	Daily	9/8-9/10/15	Sub Administrator, 3 days
District	Hourly	9/9-9/28/15	NWEA Proctor, 65 hrs
District	Daily	9/8-9/10/15	Sub Administrator, 3 days
District	Hourly	9/2-9/29/15	CELDT Proctor, 56.5
District	Hourly	9/10-9/30/15	CELDT Scorer, 38 hrs
District	Daily	9/16-10/16/15 9/22/15	Sub Administrator, 6 days Admin Support Coach, 1 day
Dunlap	Hourly	9/1-9/30/15	ELD, 13 hrs
Dunlap	IV-2	2015-16	Completed units for movement
Patterson/Shaw	II-4	2015-16	Prob 1
Patterson	VI-6	2015-16	Completed MA degree

*To be prorated

<i>SCHOOL</i>	<i>CLASS/STEP</i>	<i>EFFECTIVE DATE</i>	<i>ACTION INFORMATION</i>
Shaw	Extra Pay	9/2/15	Change in Assignment, 1 day per diem per contract
District	Hourly	9/1-9/30/15	CELDT Proctor, 111.5 hrs
Orcutt	Extra Duty	9/30/15	SysOp, 2.5 hrs
District	Hourly	9/1-9/23/15	CELDT Proctor, 48.5 hrs
Orcutt	Extra Duty	9/7-9/15/15	Detention, 5 hrs
Patterson	Stipend	2015-16	Track Coach
Patterson	Hourly	9/30/15	ELD, 6.75 hrs
Nightingale	IV-20	2015-16	Completed units for movement
District	Hourly	9/1-9/30/15	CELDT Proctor, 59.5 hrs
Shaw/Dunlap	IV-3	2015-16	Adjustment to Step and Column
Shaw	Hourly	9/2-9/30/15	ELD, 21 hrs
Pine Grove	VI-8	10/22-11/20/15	Request to use FMLA for extended maternity leave
Lakeview	Extra Duty	9/8-9/28/15	Interpreter for Testing, 4 hrs
District	Hourly	9/1-9/29/15	CELDT Proctor, 8 hrs
Pine Grove	Hourly	9/30/15	ELD, 2.75 hrs
District	Extra Duty	10/6-10/15/15	Home & Hospital, 8.75 hrs
District	Hourly	9/3-9/30/15	NWEA Proctor, 71 hrs
Lakeview	Extra Duty	9/10-9/24/15	Homework Club, 3 hrs
Pine Grove	Extra Pay	10/20/15	Combo Class pay for 2014-15
District	Extra Duty	9/28-10/5/15	Home & Hospital, 6.25 hrs
Dunlap	Hourly	7/8-8/13/15 9/14-9/30/15 10/27/15	Summer Compass Learning, 44 hrs NWEA Proctor, 69 hrs Additional ACAD, 2 hrs wk
Orcutt	Extra Duty	9/17-9/19/15	Detention, 6 hrs
Lakeview	Extra Duty	9/4/15	Worked Staff Dev, 2 hrs
Lakeview	Extra Duty	9/1-9/29/15	Detention, 9 hrs
District	Hourly	9/8-9/25/15	NWEA Proctor, 65.5 hrs

*To be prorated

Warrants

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

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

**ORCUTT UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
REGULAR MEETING
October 14, 2015**

CALL TO ORDER

A regular meeting of the Board of Trustees of the Orcutt Union School District was held on Wednesday, October 14, 2015 beginning with Mr. Hatch calling Public Session to order at 6:54 p.m. The Pledge of Allegiance was led by Mr. Buchanan. Members Present: Buchanan, Hatch, Peterson Zilli and Phillips. Absent: None Administrators Present: Blow, Con and Fell. Absent: Edds and Nicholson.

It was moved by Liz Phillips, seconded by Jan Zilli and carried to adjourn to Closed Session at 6:57 p.m. Ayes: Buchanan, Hatch, Peterson, Phillips and Zilli.

RECONVENE TO PUBLIC SESSION

The meeting reconvened to Public Session at 7:28 p.m. and Mr. Hatch reported that no action was taken in Closed Session. It was moved by Rob Buchanan, seconded by Liz Phillips and carried to adopt the October 14, 2015 agenda, as presented. Ayes: Buchanan, Hatch, Peterson, Phillips and Zilli.

SUPERINTEDENT'S REPORT

Dr. Blow reported that earlier in the day, at the Business Appreciation Luncheon, the District recognized Jim Bray and Pacific Coast Energy Company (PCEC), for their continuous student support. Computer Connections awarded a computer to a student from Lakeview Jr. High and a computer to three siblings from Pine Grove School.

OCAF Report

The OCAF (Orcutt Children's Arts Foundation) held another successful Chalk Festival event the last weekend of September.

Over 25 parents, teachers and retired teachers attended the first Arts Attack training. Most of the supplies have been ordered and received and will be delivered to the schools later this month.

Alice Shaw Presentation

Alice Shaw parent and Minecraft instructor, Chris Scott explained to the Board how this incredibly popular game works. In Minecraft players collect resources in block form, which correspond to various devices and structures that can be created. Each time players start a new world; it's entirely different. Chris' 1st grade son, Finneas, was able to show the Board what the game looks like on his iPad.

Orcutt Jr. High teacher and Robotics Coach, Ginger Fredriks and her "Radioactive Mustangs" gave a presentation on the use of mycelium (mushroom roots) to develop a renewable and compostable replacement for Styrofoam.

PUBLIC COMMENT

OEA President, Monique Segura reported that the OEA/CSEA social was very well attended and that another one would be planned. She thanked Mr. Hatch for meeting with her for the first "Coffee with a School Board Member" and congratulated him on the birth of his new granddaughter. Our weather has been unseasonably warm and she commented that she was happy the Board had the foresight to install air conditioning during modernization.

Teacher, Beth Karamitsos commented on her concerns with the roll out of new programs.

Michele Daniels and Jean Janckila spoke regarding the junior high school boundaries

WRITTEN COMMUNICATION

The Board received a letter from Bill Ridgeway, Assistant Superintendent/Administrative Services SBCEO that his office had reviewed the district's analysis of employment agreement related to health and welfare benefits for all bargaining units. Attached Schedule 1 stated "Under this single-year agreement, district unrestricted reserves are projected to meet the minimum level recommended by the state for the current and two subsequent fiscal years" with no technical corrections noted.

CONSENT AGENDA ITEMS

- A. Classified Personnel Action Report
- B. Certificated Personnel Action Report
- C. Approval of Warrants
- D. Minutes, Regular Meeting, September 9, 2015
- E. Minutes, Special Meeting, September 28, 2015
- F. Minutes, Special Meeting, October 1, 2015
- G. Board Policy 5111, Admissions for second reading
- H. Williams/Valenzuela Uniform Complaints Report – July-September 2015

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

ITEMS SCHEDULED FOR ACTION

Gifts

It was moved by Jan Zilli, seconded by Liz Phillips and carried to accept the gifts and that a letter of acceptance and appreciation be forwarded to Your Orcutt Youth Organization (YOYO), Nancy Austin, Kevin Dyson, Theresa Avila, Jim Malins and Kevin Commick. Ayes: Buchanan, Hatch, Peterson, Phillips and Zilli.

Trips

It was moved by Jan Zilli, seconded by Liz Phillips and carried to approve the Olga Reed School overnight trip to the Santa Barbara Maritime Museum on October 29-30, 2015. Ayes: Buchanan, Hatch, Peterson, Phillips and Zilli. This trip is provided free to Olga Reed School and Dr. Peterson requested that a letter of appreciation be sent to the Santa Barbara Maritime Museum.

It was moved by Jan Zilli, seconded by Liz Phillips and carried to approve the out-of-state travel for two district Speech-Language Hearing Specialists to attend the ASHA Convention in Denver, CO November 11-15, 2015. Ayes: Buchanan, Hatch, Peterson, Phillips and Zilli.

Business Services

It was moved by Liz Phillips, seconded by Rob Buchanan and carried to adopt 2015/2016 Resolution No. 6, Housing Community Development (HCD) Trailers No Longer Being Used for School Purposes, as submitted. Ayes: Buchanan, Hatch, Peterson, Phillips and Zilli.

Public Hearing

Mr. Hatch opened the Public Hearing on Textbook Sufficiency. There being no discussion, the hearing was closed.

Educational Services

It was moved by Liz Phillips, seconded by Jan Zilli and carried to adopt 2015/2016 Resolution No. 7, Sufficiency of Instructional Materials, as submitted. Ayes: Buchanan, Hatch, Peterson, Phillips and Zilli.

It was moved by Jan Zilli, seconded by Liz Phillips and carried to approve the immediate disposal, in accordance with district policy, of all library books and instructional materials which fall in the categories described. Ayes: Buchanan, Hatch, Peterson, Phillips and Zilli.

Human Resources

It was moved by Jim Peterson, seconded by Jan Zilli and carried to adopt 2015/2016 Resolution No. 2, Waiver of Credential Authorization as submitted. Ayes: Buchanan, Hatch, Peterson, Phillips and Zilli

It was moved by Liz Phillips, seconded by Jan Zilli and carried to adopt 2015/2016 Resolution No. 5, Week of the School Administrator, October 11-17, 2015. Ayes: Buchanan, Hatch, Peterson, Phillips and Zilli

It was moved by Jim Peterson, seconded by Jan Zilli and carried to approve the Cal Poly State University of San Luis Obispo Field Experience and Student Teaching Agreement with the Orcutt Union School District. Ayes: Buchanan, Hatch, Peterson, Phillips and Zilli

GENERAL ANNOUNCEMENTS

Unless otherwise noticed, the next regular board meeting is scheduled for Wednesday, November 18, 2015 beginning with Public Session at 7:15 p.m. in the District Office Board Room., 500 Dyer Street, Orcutt, CA.

ADJOURN

It was moved by Liz Phillips, seconded by Jim Peterson to adjourn the meeting at 8:20 p.m.

Deborah L. Blow, Ed.D. Board Secretary

Lizabeth Phillips, Clerk, Board of Trustees

**ORCUTT UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
SPECIAL CURRICULUM BOARD MEETING
October 28, 2015**

CALL TO ORDER

A special curriculum meeting of the Board of Trustees of the Orcutt Union School District was held on Wednesday October 28, 2015 beginning with Mr. Hatch calling Public Session to order at 6:00 p.m. Dr. Peterson led the Pledge of Allegiance. Members Present: Buchanan, Hatch, Peterson and Zilli. Absent: Phillips. Administrators Present: Blow, Con, Fell and Nicholson. Absent: Edds. Also present principals Jenee Severance, Julie Kozel, Kate McInerney, Kelly Osborne, Liz Herbstreith, Ted Lyon, Susan Salucci and Joe Dana.

It was moved by Jim Peterson, seconded by Rob Buchanan and carried to adopt the October 28, 2015 agenda, as presented. Ayes: Buchanan, Hatch, Peterson,, and Zilli. Absent: Phillips

SUPERINTENDENT'S REPORT

Each principal had the opportunity to share with the Board several of the highlights of their Single School Plan for Student Achievement. The plans will be brought to the Board for approval at a later date.

PUBLIC COMMENT

OEA President, Monique Segura, read a letter from a teacher regarding a leave situation.

ADJOURN

It was moved by Rob Buchanan, seconded by Jan Zilli and carried to adjourn the meeting at 7:24 p.m.

Deborah Blow, Ed.D., Board Secretary

Lizabeth Phillips, Clerk, Board of Trustees

**ORCUTT UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
SPECIAL BOARD MEETING
BOARD STUDY SESSION
November 2, 2015**

CALL TO ORDER

A special meeting of the Board of Trustees of the Orcutt Union School District was held on Monday, November 2, 2015 beginning with Mr. Hatch calling Public Session to order at 6:00 p.m. Rob Buchanan led the Pledge of Allegiance. Members Present: Hatch, Zilli, Buchanan Phillips and Peterson. Absent: None. Administrator Present: Blow, Edds, Nicholson, Con and Fell.

It was moved by Jim Peterson, seconded by Jan Zilli and carried to adopt the November 2, 2015 agenda, as presented. Ayes: Hatch, Peterson, Buchanan Phillips and Zilli.

ADJOURN TO CLOSES SESSION

It was moved by Jan Zilli, seconded by Jim Peterson and carried to adjourn to Closed Session at 6:05 p.m. Ayes: Hatch, Peterson, Buchanan Phillips and Zilli.

RECONVENE AND ADJOURN

The meeting reconvened to Public Session at 8:10 p.m. and Mr. Hatch reported that no action was taken in Closed Session. It was moved by Jim Peterson, seconded by Liz Phillips and carried to adjourn the meeting at 8:12 p.m.

Deborah Blow, Ed.D., Board Secretary

Lizabeth Phillips, Clerk, Board of Trustees

ORCUTT UNION SCHOOL DISTRICT

TO: Dr. Deborah Blow
District Superintendent

FROM: Don Nicholson
Assistant Superintendent, Human Resources

DATE: November 18, 2015

RE: ***NOTIFICATION TO BOARD –HIRING OF ADDITIONAL COACHES
FOR 2015-16 SCHOOL YEAR***

Patterson Road:

Jerome Jones

Track

Unpaid Volunteer Assistant Coaches:

Al Cabanting

Lakeview Girls Basketball

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



BUSINESS SERVICES MEMORANDUM

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

FROM: Walter Con
Assistant Superintendent, Business Services

BOARD MEETING DATE: November 18, 2015

BOARD AGENDA ITEM: Surplus Items

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

Item	Description	Site	Fixed Asset #
Laptop	HP Laptop computer SN CND549134S	PR	1419
Laptop	HP Laptop computer SN CND54913C6	PR	1489
Laptop	HP Laptop computer SN CND54913BX	PR	1490
Laptop	HP Laptop computer SN CND54913C2	PR	1491
Laptop	HP Laptop computer SN CND54913BP	PR	1492
Laptop	HP Laptop computer SN CND54913BF	PR	1494
Laptop	Dell PP39L Notebook SNJFFDYKL	OJHS	2176
Laptop	HP Laptop computer SN FW386AT4ABA	TECH	3769

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

FUNDING: N/A



ORCUTT UNION SCHOOL DISTRICT
REQUEST FOR ACCEPTANCE OF GIFT

SCHOOL: Ralph Dunlap Elementary School Date: 10-12-15

DONOR: Name: Igor & Ika Nastaskin
Address: 5700 Graciosa Rd. Santa Maria CA 93455
Phone No. 805-314-2906

GIFT: Item Donated _____ or Cash Donation \$ 1000.00
(Fill in if money is donated)
Designated for: Classroom Supplies/ Field Trips
General Description: _____
Model No.: _____ Condition: New Used
Value (estimated): _____
Purpose of Gift: Classroom Supplies/ Field Trips
Will gift be purchased through Business Services Office? Yes No
Donor Conditions of Acceptance: _____

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

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

Acceptance Requested By (OUSD Staff Member): Carol Sutton
Acceptance Approved By (Administrator): [Signature]
RECOMMENDATIONS: Principal or District Representative _____

BOARD ACTION: Date Accepted: _____ Date Denied: _____

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



ORCUTT UNION SCHOOL DISTRICT

REQUEST FOR ACCEPTANCE OF GIFT

SCHOOL: Ralph Dunlap Elementary School Date: 10/27/2015

DONOR: Name: Santa Maria Rotary South
Address: P.O. Box 911 Santa Maria CA 92454
Phone No. _____

GIFT: Item Donated Book or Cash Donation \$ _____
(Fill in if money is donated)

Designated for: Ralph Dunlap's Library

General Description: Book, titled - Reaching Out , by Francisco Jimenez

Model No.: _____ Condition: New Used

Value (estimated): _____

Purpose of Gift: _____

Will gift be purchased through Business Services Office? Yes No

Donor Conditions of Acceptance: _____

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

A. Will gift require installation? Yes No

B. What type of installation is required? _____

C. Will donor pay installation costs? Yes No

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

Acceptance Requested By (OUSD Staff Member): Carol J. Sutton

Acceptance Approved By (Administrator): *J. Herbstreit*

RECOMMENDATIONS: Principal or District Representative _____

BOARD ACTION: Date Accepted: _____ Date Denied: _____

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



Shaw Elementary School

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

Phone: (805) 938-8850

Fax: (805) 938-8899

Date 10/26/15

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

Dear Dr. Blow and Board:

On behalf of Alice Shaw School, I am requesting that the Board of Trustees accept a donation of \$100.00 from Mr. and Mrs. David Silva.

This donation will be used for Robotics supplies. We thank Mr. and Mrs. David Silva for this donation and appreciate their support.

Sincerely,



Principal

Cc:
Mr. and Mrs. David Silva
PO Box 6587
Santa Maria, CA 93456



ORCUTT UNION SCHOOL DISTRICT

REQUEST FOR ACCEPTANCE OF GIFT

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

DONOR: Name: Mr. and Mrs. David Silva
Address: P.O. Box 6587 Santa Maria CA 93456
Phone No. _____

GIFT: Item Donated _____ or Cash Donation \$ 100.00
(Fill in if money is donated)
Designated for: Robotics Club
General Description: _____
Model No.: _____ Condition: New Used
Value (estimated): _____
Purpose of Gift: To help the robotics team with registration, robot and battery
Will gift be purchased through Business Services Office? Yes No
Donor Conditions of Acceptance: _____

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

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

Acceptance Requested By (OUSD Staff Member): Natalie Ortega / Office Manager
Acceptance Approved By (Administrator): *J. Lawrence*
RECOMMENDATIONS: Principal or District Representative _____

BOARD ACTION: Date Accepted: _____ Date Denied: _____

Please submit request to the Superintendent's Office.

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



Pine Grove Elementary School

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

October 19, 2015

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

Dear Dr. Blow and Board;

On behalf of Pine Grove School, I am requesting that the Board of Trustees accept a donation of \$300.00 from Your Orcutt Youth Organization. This donation will benefit Pine Grove School's 6th Grade Outdoor School Program.

The generosity of Your Orcutt Youth Organization is greatly appreciated.

Sincerely,

Susan Salucci
Principal

Your Orcutt Youth Organization
725 E. Foster Road
Santa Maria CA 93455



ORCUTT UNION SCHOOL DISTRICT

REQUEST FOR ACCEPTANCE OF GIFT

SCHOOL: Pine Grove Date: 10/19/2015

DONOR: Name: Your Orcutt Youth Organization
Address: 725 E. Foster Road, Santa Maria CA 93455
Phone No. _____

GIFT: Item Donated _____ or Cash Donation \$ 300.00
(Fill in if money is donated)

Designated for: 6th grade Outdoor School

General Description: _____

Model No.: _____ Condition: New Used

Value (estimated): _____

Purpose of Gift: _____

Will gift be purchased through Business Services Office? Yes No

Donor Conditions of Acceptance: _____

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

A. Will gift require installation? Yes No

B. What type of installation is required? _____

C. Will donor pay installation costs? Yes No

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

Acceptance Requested By (OUSD Staff Member): *[Signature]*

Acceptance Approved By (Administrator): _____

RECOMMENDATIONS: Principal or District Representative _____

BOARD ACTION: Date Accepted: _____ Date Denied: _____

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



Santa Barbara County Education Office

4400 Cathedral Oaks Road, P.O. Box 6307, Santa Barbara, California 93160-6307
(805) 964-4711 • FAX: (805) 964-3041 • Direct Dial: 964-4710 plus extension
Service and Leadership • www.sbceo.org


November 4, 2015

SBAS-8849

Action Required

TO: Community Colleges
K-12 School Districts

ATTENTION: Presidents/Superintendents
Chief Business Officials

FROM: Angela Wells, Interim Administrative Services Manager 

SUBJECT: Annual Governing Board Organizational Meeting
& Authorized Signature Forms and Board Resolutions

Education Code Sections 35143 and 72000 require the governing board of each school district and community college district to hold an annual organizational meeting within 15 days of the first Friday in December. At that meeting, the board schedules next year's regular meetings, selects officers, and adopts authorized staff signatures. The steps listed below outline what is necessary to meet requirements.

1. Select day and time of annual organizational meeting—*Attachment A*

The governing board must select the day and time of the annual organizational meeting, and notify the county superintendent of schools of the selection. This needs to be done at the regular meeting held immediately prior to Dec. 4, unless otherwise provided by rule of the board. This year, the annual organizational meeting must be scheduled between Friday, Dec. 4, and Friday, Dec. 18, and each newly elected governing board member shall hold office commencing on Friday, Dec. 4 (EC§ 5017). Please advise our office of your date selection by completing and returning Attachment A to me by Friday, Nov. 20.

2. Governing Board Meeting Schedule—*Attachment B*

One function of the annual organization meeting is to set the date, time, and place for all regular board meetings in 2016. After the organizational meeting, please complete the schedule and return to me by Monday, Dec. 28.



BUSINESS SERVICES MEMORANDUM

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

FROM: Walter Con
Assistant Superintendent, Business Services

BOARD MEETING DATE: November 18, 2015

BOARD AGENDA ITEM: Campus Connection Clearing Account Resolution No. 8

BACKGROUND: Currently, parents pay for Campus Connection child care services by check or through our PayPal account. EZCare, the company that is currently used as our organization system in Campus Connection, offers a variety of ways that parents can pay for child care services: (1) payment electronically with a credit card, debit card, or checking account directly through an email that is sent to them; (2) payment via an automatic service, which allows child care payments to be paid directly from a checking account on a recurring basis; or (3) payment in person at the District Office where we will be able to accept credit or debit cards. We feel that parents will find these additional payment options beneficial. Many parents ask to pay by credit card and we have not had this option available.

Utilizing these payment options will help us to work more efficiently since the payments will automatically be posted to the parents' accounts. This will save much time in posting individual payments.

In order to use this payment system, we will need to have a separate clearing account so the money collected will go directly into an account.

RECOMMENDATION: Staff recommends the Board of Trustees approves the opening of the Campus Connection Clearing Account, Resolution No. 8.

FUNDING: N/A

**BEFORE THE GOVERNING BOARD OF THE
ORCUTT UNION SCHOOL DISTRICT**

RESOLUTION NO. 8

Establishing a Cash Clearing Account for Campus Connection, After School Day Care

WHEREAS, pursuant to Education Code Section 41017, the governing board of the Orcutt Union School District may establish a cash clearing account for the purposes of collecting and handling of funds received by Campus Connection, after school day care of the Orcutt Union School District;

WHEREAS, pursuant to Education Code Section 41017, the account is to be used for the deposit of miscellaneous receipts received by the Campus Connection, after school day care of the Orcutt Union School District; and,

WHEREAS, all moneys deposited into such account will be paid into the county treasury pursuant to Education Code Section 41001,

NOW, THEREFORE, BE IT RESOLVED, that the governing board authorizes the establishment of a bank account for the deposit of District receipts and transfer to the county treasury.

THE FOREGOING RESOLUTION WAS ADOPTED upon motion of Trustee _____, seconded by Trustee _____, at a regular/special meeting held the _____ day of _____, 200__, by the following vote:

AYES:

NOES:

ABSENT:



BUSINESS SERVICES MEMORANDUM

TO: Board of Trustees
Debbie Blow, Superintendent

FROM: Walter Con
Assistant Superintendent, Business Services

BOARD MEETING DATE: November 18, 2015

BOARD AGENDA ITEM: 2015/16 Resolution No. 9 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.

Walter J. Con, 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 18th day of November, 2015 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Reference: Ed. Code § 35161

Board Secretary

Date



BUSINESS SERVICES MEMORANDUM

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

FROM: Walter Con
Assistant Superintendent, Business Services

BOARD MEETING DATE: November 18, 2015

BOARD AGENDA ITEM: TELACU Construction Management Agreement

BACKGROUND: Our district is exploring the possibility of issuing a General Obligation Bond. Thus far, we have used the services of a political consultant, a financial advisor and most recently have contracted with an architectural firm to move forward with a Facilities Master Plan. The next step is to contract with a construction management firm.

The purpose of a construction management firm in this process is vital to ensure maximization of tax payer funds in the construction and refurbishment of school facilities. This is accomplished by assisting our district in the planning and development of a strategy to invest these monies. Typically, a construction management firm will conduct information sessions to the board, provide advisory services to district leadership, generate a bond planning schedule and manage the district's consultants to ensure all deliverables, schedules and budgets are met. They generate a recommended implementation plan with specific proposed scope, budgets and schedules for potential bond projects summarized in the Facilities Master Plan.

TELACU Construction Management (TCM) was referred to Dr. Deborah Blow, our Superintendent, by a highly respected college of hers. We have performed numerous due diligent checks and have found TELACU to consistently deliver a high level of service to school districts and understand how school districts operate. We have personally met with Mr. Jay Bell, Senior Vice President, and Mr. Blaine Yoder, Project Director, who are the contact personnel that would work with our district should the board approve the proposed contract.

TCM is a wholly owned subsidiary of TELACU Industries, the for-profit subsidiary of TELACU, the nation's largest Community Development Corporation. They commenced operations in 1968. Since 1995, TCM has provided services to clients in project management, program management and construction services. Having completed over \$3.2 billion of construction as a program manager, construction manager, or a general contractor, TCM is a full service construction management firm with 90% of their business dedicated to K – 12 educational facility construction.

Our legal firm has reviewed the attached contract and recommended some clarification points, as well as some contract modifications. All of our legal firm's clarifications and contract modifications were readily added by TELACU to the attached contract. In summary, the attached contract covers services to be rendered up until the bond is passed at an estimated cost of \$37,120. After the bond is approved, we would move to the next stage of construction implementation and particulars will be brought forth then.

RECOMMENDATION:

After our background checks, face-to-face meetings and numerous telephone conversations with the individuals referenced above, we believe TELACU to be a firm of high integrity and a firm that will represent the best interests of the district and tax payer funds. I recommend the board approve the attached contract to engage in said services with TELACU.

FUNDING:

Special Reserve Fund for Capital Outlay Projects Fund 40



Educational Services

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

To: Dr. Deborah Blow, Superintendent

From: Dr. Holly Edds, Assistant Superintendent, Educational Services

Board Meeting Date: November 18, 2015

Board Agenda Item: School Site Plans for Ralph Dunlap, Orcutt Junior High, and Pine Grove Schools

Background: In 2001, the California Legislature amended the planning requirement for schools that participate in state and federal categorical programs. These changes streamline the planning process and consolidate the plans for all categorical funds expended at each school site under the umbrella of one plan. These plans are revised annually by each school site council.

Recommendation: This evening the Single School Plans for Student Achievement are submitted for board approval as required in California statute. Staff recommends these be approved as submitted.



Educational Services

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

To: Dr. Deborah Blow, Superintendent

From: Holly Edds, Assistant Superintendent, Educational Services

Board Meeting Date: November 18, 2015

Board Agenda Item: Approval of Music in the Park Band Trip

Background: This field trip request from the Orcutt Union School District Band Program exceeds the district requirements as outlined in Board Policy 6153; therefore, it must be submitted for Board Approval. The field trip is scheduled to take place April 15-16, 2016.

Orcutt Union School District Band Program is requesting approval of a field trip to Great America in Santa Clara, CA to attend the Music in the Park Festival. This has become an annual event for the band and the plan is to alternate between the two California venues (Disneyland and Great America). The trip is planned for approximately 40 students, with supervision provided by Brenda Hascall, Band Director. Additionally approximately 6-8 parents have also requested to attend the event.

The trip is scheduled for departure on the morning of Friday, April 15, 2016 and will be returning on Saturday, April 16, 2016.

Recommendation: Staff recommends the Board of Trustees approve the Music in the Park Band Trip

Funding: The cost for this year's trip is funded through fundraising efforts as well as donations by individual students and their families to fully cover the cost. The cost for students is approximately \$200 which includes hotel, breakfast, transportation via charter bus, music festival fee, and ticket for Great America. Students are able to offset the cost through participation in four fundraisers that are planned to help cover costs.



Orcutt Union School District

Human Resources

500 Dyer Street • Orcutt, California, 93455 • 805.938.8914

TO: Board of Trustees
Dr. Deborah Blow, Superintendent

FROM: Don Nicholson, Assistant Superintendent/Human Resources

BOARD MEETING DATE: November 18, 2015

BOARD AGENDA ITEM: Approval of Superintendent Contract

BACKGROUND: Information has been received from School Services of California and CalSTRS regarding contract requirements that need to be met due to pension reform. The purpose of this agenda item is to meet those requirements.

FINANCIAL CONSIDERATIONS:
There is no increase in compensation associated with this action. The salary of the Superintendent will be \$195,900 per year plus health, dental, vision and life benefits.

RECOMMENDATION: It is recommended that the Board of Trustees ratify the Employment Agreement with Superintendent Dr. Deborah Blow.

**AGREEMENT FOR EMPLOYMENT OF SUPERINTENDENT
BETWEEN
THE BOARD OF TRUSTEES OF THE ORCUTT UNION SCHOOL DISTRICT
AND
DEBORAH BLOW**

THIS AGREEMENT is hereby made and entered into this 18th day of November, 2015, by and between the BOARD OF TRUSTEES ("Board") of the ORCUTT UNION SCHOOL DISTRICT ("District") and DEBORAH BLOW ("Superintendent").

NOW, THEREFORE, it is hereby agreed as follows:

1. Duties.

The Superintendent is hereby employed as the Superintendent of Schools of the District and shall serve as the Chief Executive Officer of the District and Secretary to the Board. The Superintendent shall have the powers and duties as prescribed by the laws of the State of California. In addition to the powers and duties set forth in the Education Code, the Superintendent shall have the additional powers and duties described herein and as set forth in the position description adopted by the Board.

The Superintendent shall effectively and competently do and perform the duties of Superintendent for the District subject to provisions established by laws and the policy set by the Board of the District:

The Superintendent is responsible to organize, re-organize, and arrange administrative and supervisory staff which in her judgment best serves the children of the District.

The Superintendent shall represent the District at local, state, and national professional meetings.

2. Terms of Employment.

The term of the Agreement shall be four years beginning on July 1, 2015, through June 30, 2019.

3. Salary.

The gross salary of the Superintendent shall be \$195,900. The Superintendent shall receive annual compensation increments in an amount at least equal to the same on-schedule and off-schedule salary and benefit adjustments as other senior certificated management. The Superintendent's salary is to be payable in twelve (12) equal installments as of the first work day of each calendar month.

4. Retirement/Fringe/Health Benefits.

The District shall be responsible for paying to CalSTRS the share of employer-required retirement contributions. Superintendent confirms that she is an active member of CalSTRS

from her prior employment and is thus considered a "classic" employee not subject to the new hire restrictions under the Public Employees' Pension Reform Act ("PEPRA".)

Superintendent shall be entitled to the same health benefits, including medical, hospital, dental and vision provided to other certificated management employees at the same rate as paid by the District for such other employees.

Term life insurance of not less than \$150,000 shall be provided by the District for the Superintendent who may elect a beneficiary of choice.

The Superintendent's work days each year shall be 221. The Superintendent shall be required to render twelve (12) months of full and regular service to the District during each annual period governed by the Agreement except that she shall be entitled to twenty-five (25) working days' annual vacation with full pay, and holidays provided to classified employees. It is further agreed that unused vacation days may be carried over into subsequent contract years not to exceed a maximum of 45 days. When the 45-day cap is reached, the Superintendent shall be paid at the end of each fiscal year for vacation days not used that fiscal year. In the event of termination of this Agreement, Superintendent shall be entitled to compensation for unused vacation at her then current salary rate. Payment shall only be for accrued vacation and vacation earned and unused in the current year in which the Agreement is terminated.

Sick leave shall be earned at a rate of twelve (12) days per year effective July 1 of each year of this Agreement. Earned but unused sick leave can be carried over to the next succeeding year.

5. Expenses.

The Superintendent will be compensated for actual and necessary expenses incurred while functioning in her capacity as Superintendent, including those expenses related to travel outside the District.

The Board encourages the Superintendent to participate in professional organizations and activities. The District shall pay the Superintendent's membership dues in the American Association of School Administrators (AASA), Association of California School Administrators (ACSA), Association for Supervision and Curriculum Development (ASCD), any service club membership, and other professional or community organizations as may be approved by the Board.

6. Annual Physical Examination.

The Superintendent shall be required to have a pre-employment physical and subsequent annual complete physical examinations, the cost thereof to be borne by the District. After completion of the annual complete physical examination, the Superintendent shall provide the Board with a letter from the examining doctor indicating she is fit for service as Superintendent.

7. Evaluation.

The Superintendent shall be evaluated in writing at least once each year. The Evaluation shall be completed by August 1. The evaluation shall be based on mutually agreed upon written goals and objectives, the current position description, applicable Board policies, and California law.

8. Termination.

The Board may terminate this Agreement at any time during the term hereof in the event of a material breach thereof by the Superintendent. In the event of termination as a result of a material breach by the Superintendent, the Superintendent shall not be entitled to any salary pursuant to or as a result of termination. In addition, the following shall apply as required by Government Code sections 53243 through 53244:

- A. In the event that the District provides paid leave to the Superintendent pending an investigation of a crime involving abuse of her office or position covered by Government Code section 53243.4 and should the investigation lead to a conviction, the Superintendent shall fully reimburse the District for any salary provided for that purpose.
- B. In the event that the District provides for the legal criminal defense of the Superintendent pending an investigation of a crime involving abuse of her office or position covered by Government Code section 53243.4 and should that investigation lead to a conviction, the Superintendent shall fully reimburse the District for any funds provided for that purpose.
- C. In the event the District provides a cash settlement related to the termination of the Superintendent as set forth in this Agreement and the Superintendent is subsequently convicted of a crime involving abuse of her office or position covered by Government Code section 53243.4, the Superintendent shall fully reimburse the District for any funds provided for that purpose.
- D. For purposes of this Agreement "abuse of office or position" means as defined in Government Code section 53243.4, as may be amended.
- E. If the Superintendent is convicted by a state or federal trial court of any felony under state or federal law for conduct arising out of, or in the performance of, her official duties, the Superintendent shall forfeit any contract right or other common law constitutional or statutory claim against the District to retirement or pension rights or benefits, however those benefits may be characterized, including lost compensation other than the accrued rights and benefits to which she may be entitled under any public retirement system in which she is a member. The forfeiture provided herein shall be in addition to, and independent of any forfeiture of public retirement system rights and benefits pursuant to Government Code section 7522.74. The Superintendent shall notify the District of any conviction within sixty (60) days of the felony conviction.

The Board may terminate this Agreement at its discretion at any time during its term without cause upon six (6) months prior written notice. In no case, upon termination of this Agreement, shall the maximum cash settlement exceed an amount equal to the monthly salary of the Superintendent multiplied by the number of months left on the unexpired term of this Agreement; however, if the unexpired term of this Agreement is greater than eighteen (18) months, the maximum cash settlement shall not exceed an amount equal to the monthly salary of the Superintendent multiplied by eighteen (18). No other or additional non-cash settlement may be agreed to, except that health benefits may be continued at the option of the Superintendent, limited to the same time restrictions as for a cash settlement, or until new employment is found, whichever occurs first.

Notwithstanding any other provisions of this Agreement the Superintendent shall have the option to terminate this Agreement during the term hereof by providing the Board with a written notice of intent to terminate. This notice shall be provided no less than ninety (90) days prior to said termination date. The Superintendent and Board may mutually agree to a termination notice of less than ninety (90) days.

9. General Terms and Conditions of Employment.

This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the California State Board of Education and the District. Said laws, rules and regulations are hereby made a part of the terms and conditions of this Agreement as though herein set forth.

10. Savings Clause.

If any provision(s) of this Agreement is held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provision(s) will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

11. Modification of Agreement

This Agreement may be modified at any time with the mutual written consent of the parties.

12. Complete Agreement.

This Agreement is the full and complete contract between the parties hereto. Any amendments, modifications, or variations from the terms of this Agreement shall be in writing and shall be effective only upon approval of such amendment, modification, or variation by the Board and the Superintendent.

IN WITNESS WHEREOF, the parties hereto have duly approved and executed this Agreement on the day and year above written.

President of the Board

Deborah Blow, Superintendent

Clerk, Board of Trustees

Member

Member

Member



Orcutt Union School District Human Resources

500 Dyer Street • Orcutt, California, 93455 • 805.938.8914

TO: Board of Trustees
Dr. Deborah Blow, Superintendent

FROM: Don Nicholson, Assistant Superintendent/Human Resources

BOARD MEETING DATE: November 18, 2015

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

BACKGROUND: Information has been received from School Services of California and CalPERS regarding contract requirements that need to be met due to pension reform. The purpose of this agenda item is to meet those requirements.

FINANCIAL CONSIDERATIONS:
There is no increase in compensation associated with this action. The Assistant Superintendent, Business Services salary will be \$144,600 per year plus health, dental, vision and life benefits.

RECOMMENDATION: It is recommended that the Board of Trustees ratify the Employment Agreement with Assistant Superintendent, Business Services, Walter J. Con.

*Agreement for Employment
between the
Governing Board
of the
Orcutt Union School District
and the
Assistant Superintendent, Business Services
Walter J. Con*

Position Classification

The Assistant Superintendent, Business Services is a senior management of the classified service position pursuant to Education Code sections 45100.5, 45108.5, and 45104.5, and Board Resolution.

Duties

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

- A. The Assistant Superintendent shall effectively and competently do and perform the duties as the chief business officer for the Orcutt Union School District subject to provisions established by law and the policies set by the Board of Trustees.
- B. The Assistant Superintendent is responsible for the management of all business functions of the District.
- C. The Assistant Superintendent is responsible for administrative oversight of the Child Nutrition, Child Care, Maintenance and Operations, and Transportation Departments, as well as Facilities Development. The position shall answer direct to the District Superintendent.

Evaluation

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

Compensation

Salary: The salary of the Assistant Superintendent shall be \$144,600 per year, commencing July 13, 2015, and payable in twelve (12) equal installments on the last day of each month. The Assistant Superintendent shall receive annual increases in an amount at least equal to the same on-schedule and off-schedule salary and benefit adjustment(s) as other senior management. A mileage allowance shall not be provided. Reimbursements for necessary travel beyond the District boundaries shall be reimbursed in accordance with District policy. The District shall reimburse the Assistant Superintendent for all ACTUAL AND NECESSARY EXPENSES incurred within the course and scope of employment. This shall include the cost of membership and meals for service organizations, civic or social functions that benefit the District.

Health and Life Benefits for Assistant Superintendent shall be the same as those granted to other District senior management personnel.

It is stipulated that the Assistant Superintendent shall be required to render twelve (12) months of full and regular service to the District during each annual period governed by the Agreement except that he shall be entitled to twenty-three (23) working days' annual vacation with full pay, and holidays provided to classified employees. It is further stipulated that unused vacation days may be carried over into subsequent contract years not to exceed a maximum of 20 days. Vacation time in excess of 20 days may be accumulated and carried forward to the next contract year only by special agreement between the Superintendent and the Assistant Superintendent of Business Services. In the event of termination of this Agreement, the Assistant Superintendent shall be entitled to compensation for unused vacation at a salary rate effective during the school year in which the vacation credit was earned. Payment shall only be for accrued/carried over vacation and vacation earned and unused in the current year in which the Agreement is terminated.

Term Life Insurance of not less than \$150,000 shall be provided by the District for the Assistant Superintendent, who may elect a beneficiary of choice.

Sick Leave shall be earned at a rate of twelve (12) days per year [one (1) day per month] and shall be credited in advance during the month of July.

Renewal of Agreement

Renewal of the contract for employment of the Assistant Superintendent shall take place no later than March 1 or 15 months prior to the expiration date of said contract. The Board shall inform the Assistant Superintendent, in writing, of its intent not to renew the agreement by the foregoing date. Absent such notice, the agreement shall automatically renew for a period of one year past the current expiration date. All Sections of this Agreement shall be subject to review no later than the month prior to renewal.

Term of Contract

The term of the contract shall be four (4) years beginning on July 13, 2015 and extended to June 30, 2019.

Termination of Agreement

The Board may terminate this Agreement at any time during the term hereof in the event of a material breach thereof by the Assistant Superintendent. In the event of termination as a result of a material breach by the Assistant Superintendent, the Assistant Superintendent shall not be entitled to any salary pursuant to or as a result of termination.

Upon ninety (90) days prior written notice, the Board may terminate this Agreement at its discretion at any time during the term hereof. In no case, upon termination of this Agreement, shall the maximum cash settlement exceed an amount equal to the monthly salary of the Assistant Superintendent multiplied by the number of months left on the unexpired term of this Agreement; however, if the unexpired term of this Agreement is greater than eighteen (18) months, the maximum cash settlement shall not exceed an amount equal to the monthly salary of the Assistant Superintendent multiplied by eighteen (18). No other or additional non-cash settlement may be agreed to, except that health benefits may be continued at the option of the Assistant

Superintendent, limited to the same time restrictions as for a cash settlement, or until new employment is found, whichever occurs first.

Notwithstanding any other provisions of this Agreement the Assistant Superintendent shall have the option to terminate this Agreement during the term hereof by providing the Board with a written notice of intent to terminate. This notice shall be provided no less than ninety (90) days prior to said termination date. The Assistant Superintendent and Board may mutually agree to a termination notice of less than ninety (90) days.

Modification to Agreement

This Agreement may be modified at any time with the mutual written consent of the parties.

Execution of Agreement

In witness herein we affix our signatures to the Agreement as the full and complete understanding between the parties.

Dated this 18th day of November, 2015

President, Board of Trustees

Assistant Superintendent
Business Services

Clerk, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees


Member, Board of Trustees



Orcutt Union School District Human Resources

500 Dyer Street • Orcutt, California, 93455 • 805.938.8914

TO: Board of Trustees
Dr. Deborah Blow, Superintendent

FROM:  Don Nicholson, Assistant Superintendent/Human Resources

BOARD MEETING DATE: November 18, 2015

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

BACKGROUND: Information has been received from School Services of California and CalSTRS regarding contract requirements that need to be met due to pension reform. The purpose of this agenda item is to meet those requirements.

FINANCIAL CONSIDERATIONS:
There is no increase in compensation associated with this action. The Assistant Superintendent, Educational Services salary will be \$131,800 per year plus health, dental, vision and life benefits.

RECOMMENDATION: It is recommended that the Board of Trustees ratify the Employment Agreement with Assistant Superintendent, Educational Services, Dr. Holly Edds.

**Agreement for Employment between the
Board of Trustees
of the
Orcutt Union School District
and
Holly Edds**

Duties

The Assistant Superintendent is hereby employed as the Assistant Superintendent, Educational Services. The Assistant Superintendent shall have the powers and duties set forth in the position description adopted by the Board, which is described as follows:

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

Work Year

The work year of the Assistant Superintendent shall be 223 days, commencing July 1 and terminating June 30 of each fiscal year.

Evaluation

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

Compensation

Salary: The salary of the Assistant Superintendent shall be \$131, 800 per year commencing July 1, 2015, and payable in twelve (12) equal installments on the last day of each month. The Assistant Superintendent shall receive annual increases in an amount at least equal to the same on-schedule and off-schedule salary and benefit adjustment(s) as other senior management personnel. The district encourages participation in professional organizations and will pay the Assistant Superintendent's membership dues in the Association of California School Administrators (ACSA).

Health Benefits for the Assistant Superintendent shall be the same as those granted to other District senior management personnel.

Term Life Insurance of not less than \$150,000 shall be provided by the District for the Assistant Superintendent, who may elect a beneficiary of choice.

The District shall reimburse the Assistant Superintendent for all ACTUAL AND NECESSARY EXPENSES incurred within the course and scope of employment. This shall include the cost of meals for services organizations, civic or social functions that benefit the District.

Vacation shall be earned at a rate of twenty-three (23) days per year. Carry-over from one year to the next shall be limited to twenty (20) days, and which, when combined with the new twenty-three (23) days annual vacation, shall not exceed a maximum of forty-three (43) days.

Sick Leave shall be earned at a rate of twelve (12) days per year [one (1) day per month] and shall be credited in advance during the month of July.

Renewal of Agreement

Renewal of the contract for employment of the Assistant Superintendent shall take place no later than March 1, 15 months prior to the expiration date of said contract. The Board shall inform the Assistant Superintendent, in writing, of its intent not to renew the agreement by the foregoing date. Absent such notice, the agreement shall automatically renew for a period of one year past the current expiration date. All Sections of this Agreement shall be subject to review no later than the month prior to renewal.

Term of Contract

The term of the contract shall be four (4) years beginning July 1, 2014 and extended to June 30, 2018.

Termination of Agreement

The Board may terminate this Agreement at any time during the term hereof in the event of a material breach thereof by the Assistant Superintendent. In the event of termination as a result of a material breach by the Assistant Superintendent, the Assistant Superintendent shall not be entitled to any salary pursuant to or as a result of termination. In addition, the following shall apply as required by Government Code sections 53243 through 53244:

A. In the event that the District provides paid leave to the Assistant Superintendent pending an investigation of a crime involving abuse of her office or position covered by Government Code section 53243.4 and should the investigation lead to a conviction, the Assistant Superintendent shall fully reimburse the District for any salary provided for that purpose.

B. In the event that the District provides for the legal criminal defense of the Assistant Superintendent pending an investigation of a crime involving abuse of her office or position covered by Government Code section 53243.4 and should that investigation lead to a conviction, the Assistant Superintendent shall fully reimburse the District for any funds provided for that purpose.

C. In the event the District provides a cash settlement related to the termination of the Assistant Superintendent as set forth in this Agreement and the Assistant Superintendent is subsequently convicted of a crime involving abuse of her office or position covered by Government Code section 53243.4, the Assistant Superintendent shall fully reimburse the District for any funds provided for that purpose.

D. For purposes of this Agreement “abuse of office or position” means as defined in Government Code section 53243.4, as may be amended.

E. If the Assistant Superintendent is convicted by a state or federal trial court of any felony under state or federal law for conduct arising out of, or in the performance of, her official duties, the Assistant Superintendent shall forfeit any contract right or other common law constitutional or statutory claim against the District to retirement or pension rights or benefits, however those benefits may be characterized, including lost compensation other than the accrued rights and benefits to which she may be entitled under any public retirement system in which she is a member. The forfeiture provided herein shall be in addition to, and independent of any forfeiture of public retirement system rights and benefits pursuant to Government Code section 7522.74. The Assistant Superintendent shall notify the District of any conviction within sixty (60) days of the felony conviction.

The Board may terminate this Agreement at its discretion at any time during its term without cause upon six (6) months prior written notice. In no case, upon termination of this Agreement, shall the maximum cash settlement exceed an amount equal to the monthly salary of the Assistant Superintendent multiplied by the number of months left on the unexpired term of this Agreement; however, if the unexpired term of this Agreement is greater than eighteen (18) months, the maximum cash settlement shall not exceed an amount equal to the monthly salary of the Assistant Superintendent multiplied by eighteen (18). No other or additional non-cash settlement may be agreed to, except that health benefits may be continued at the option of the Assistant Superintendent, limited to the same time restrictions as for a cash settlement, or until new employment is found, whichever occurs first.

Notwithstanding any other provisions of this Agreement the Assistant Superintendent shall have the option to terminate this Agreement during the term hereof by providing the Board with a written notice of intent to terminate. This notice shall be provided no less than ninety (90) days prior to said termination date. The Assistant Superintendent and Board may mutually agree to a termination notice of less than ninety (90) days.

Modification to Agreement

This Agreement may be modified at any time with the mutual written consent of the parties.

Execution of Agreement

In witness herein we affix our signatures to the Agreement as the full and complete understanding between the parties.

Dated this 18th day of November, 2015

President, Board of Trustees

Assistant Superintendent, Educational Services
Dr. Holly Edds

Clerk, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

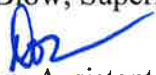
Member, Board of Trustees



Orcutt Union School District Human Resources

500 Dyer Street • Orcutt, California, 93455 • 805.938.8914

TO: Board of Trustees
Dr. Deborah Blow, Superintendent

FROM: 
Don Nicholson, Assistant Superintendent/Human Resources

BOARD MEETING DATE: November 18, 2015

BOARD AGENDA ITEM: Approval of Assistant Superintendent, Human Resources Contract

BACKGROUND: Information has been received from School Services of California and CalSTRS regarding contract requirements that need to be met due to pension reform. The purpose of this agenda item is to meet those requirements.

FINANCIAL CONSIDERATIONS:
There is no increase in compensation associated with this action. The Assistant Superintendent, Human Resources salary will be \$131,989 per year plus health, dental, vision and life benefits.

RECOMMENDATION: It is recommended that the Board of Trustees ratify the Employment Agreement with Assistant Superintendent, Human Resources, Don Nicholson.

**Agreement for Employment between the
Board of Trustees
of the
Orcutt Union School District
and the
Assistant Superintendent, Human Resources
Don Nicholson**

Duties

The Assistant Superintendent of Human Resources (hereinafter know as “Assistant Superintendent” is hereby employed as the human resources officer of the District. The Assistant Superintendent shall have the powers and duties set forth in the position description adopted by the Board, which is described as follows:

- A. The Assistant Superintendent shall effectively and competently do and perform the duties as the Human Resources Officer for the Orcutt Union School District subject to provisions established by law and the policies set by the Board of Trustees.
- B. The Assistant Superintendent is responsible for the management of all human resource functions of the District.
- C. The Assistant Superintendent is responsible for administrative oversight of the Human Resources Department. The position shall answer directly to the District Superintendent.

Work Year

The work year of the Assistant Superintendent shall be 223 days, commencing July 1 and terminating June 30 of each fiscal year.

Evaluation

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

Compensation

Salary: The salary of the Assistant Superintendent shall be \$131,989 per year commencing July 1, 2015, and payable in twelve (12) equal installments on the last day of each month. The Assistant Superintendent shall receive annual increases in an amount at least equal to the same on-schedule and off-schedule salary and benefit adjustment(s) as other senior management personnel. Reimbursements for necessary travel beyond the District boundaries shall be reimbursed in accordance with District policy.

Health Benefits for the Assistant Superintendent will be the same as those granted to other District senior management personnel.

Term Life Insurance of not less than \$150,000 shall be provided by the District for the Assistant Superintendent, who may elect a beneficiary of choice.

The District shall reimburse the Assistant Superintendent for all ACTUAL AND NECESSARY EXPENSES incurred within the course and scope of employment. This shall include the cost of meals for services organizations, civic or social functions that benefit the District.

Vacation shall be earned at a rate of twenty-three (23) days per year. Carry-over from one year to the next shall be limited to 20 days. Vacation time in excess of 20 days may be accumulated and carried forward to the next contract year only by special agreement between the Superintendent and the Assistant Superintendent.

Sick Leave shall be earned at a rate of twelve (12) days per year [one (1) day per month] and shall be credited in advance during the month of July.

Renewal of Agreement

Renewal of the contract for employment of the Assistant Superintendent shall take place no later than March 1 prior to the expiration date of said contract. The Board shall inform the Assistant Superintendent, in writing, of its intent not to renew the agreement by the foregoing date. Absent such notice, the agreement shall automatically renew for a period of one year past the current expiration date. All Sections of this Agreement shall be subject to review no later than the month prior to renewal.

Term of Contract

The term of the contract shall be four (4) years beginning July 1, 2013 and extended to June 30, 2017.

Termination of Agreement

The Board at its sole discretion, upon ninety (90) days written notice to the Assistant Superintendent may terminate this Agreement for any reason(s) whatsoever.

The provisions of Government Code Section 53260, et seq., apply to this contract. In summary, if this contract is terminated, the maximum cash settlement that an employee may receive shall be an amount equal to the monthly salary of the employee multiplied by the number of months left on the unexpired term of the contract. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 18. No other or additional non-cash settlement may be agreed to, except that health benefits may be continued at the option of the employee, limited to the same time restrictions as for a cash settlement, or until new employment is found, whichever occurs first. Copies of this contract and any settlement shall be made available to the public upon request.

Modification to Agreement

This Agreement may be modified at any time with the mutual written consent of the parties.

Execution of Agreement

In witness herein we affix our signatures to the Agreement as the full and complete understanding between the parties.

Dated this 18th day of November, 2015

President, Board of Trustees

Assistant Superintendent, Human Resources
Don Nicholson

Clerk, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees


Member, Board of Trustees



Orcutt Union School District Human Resources

500 Dyer Street • Orcutt, California, 93455 • 805.938.8914

TO: Board of Trustees
Dr. Deborah Blow, Superintendent

FROM:  Don Nicholson, Assistant Superintendent/Human Resources

BOARD MEETING DATE: November 18, 2015

BOARD AGENDA ITEM: Approval of Chief Technology Officer Contract

BACKGROUND: Information has been received from School Services of California and CalPERS regarding contract requirements that need to be met due to pension reform. The purpose of this agenda item is to meet those requirements.

FINANCIAL CONSIDERATIONS:
There is no increase in compensation associated with this action. The Chief Technology Officer salary will be \$122,800 per year plus health, dental, vision and life benefits.

RECOMMENDATION: It is recommended that the Board of Trustees ratify the Employment Agreement with Chief Technology Officer, Kirby L. Fell.

**Agreement for Employment between the
Board of Trustees
of the
Orcutt Union School District
and the
Chief Technology Officer (CTO)
Kirby L. Fell**

Position Classification

The Chief Technology Officer (CTO) is a senior management of the classified service position pursuant to Education Code sections 45100.5, 45108.5, and 45104.5, and Board Resolution.

Duties

The Chief Technology Officer (CTO) is hereby employed as the chief technology officer of the District. The Chief Technology Officer shall have the powers and duties set forth in the position description adopted by the Board of Trustees.

The Chief Technology Officer shall effectively and competently do and perform the duties as the chief technology officer for the Orcutt Union School District subject to provisions established by law and the policies set by the Board of Trustees.

The Chief Technology Officer shall answer directly to the District Superintendent.

Evaluation

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

Compensation

Salary: The gross salary of the Chief Technology Officer shall be \$122,800 per year, commencing July 1, 2015, and payable in twelve (12) equal installments on the last day of each month. The Chief Technology Officer shall receive annual increases in an amount at least equal to the same on-schedule and off-schedule salary and benefit adjustment(s) as other senior management. Reimbursements for necessary travel beyond the District boundaries shall be reimbursed in accordance with District policy.

Health and Life Benefits for the Chief Technology Officer shall be the same as those granted to other District senior management personnel.

Term Life Insurance of not less than \$150,000 shall be provided by the District for the Chief Technology Officer, who may elect a beneficiary of choice.

Vacation: The Chief Technology Officer shall be required to render twelve (12) months of full and regular service to the District during each annual period governed by this agreement except that he

shall be entitled to twenty-three (23) annual vacation days with full pay, and holidays provided to all senior management employees. Carry over from one year into subsequent contract years may not to exceed a maximum of 20 vacation days. Vacation time in excess of 20 days may be accumulated and carried forward to the next contract year only by special agreement between the Superintendent and the Chief Technology Officer.

Expenses: The District shall reimburse the Chief Technology Officer for all actual and necessary expenses incurred within the course and scope of employment. This shall include the cost of meals for service organizations, civic or social functions that benefit the District.

Sick Leave shall be earned at a rate of twelve (12) days per year [one (1) day per month] and shall be credited in advance during the month of July.

Renewal of Agreement

Renewal of the contract for employment of the Chief Technology Officer shall take place no later than December 1 prior to the expiration date of said contract. The Board shall inform the Chief Technology Officer, in writing, of its intent not to renew the agreement by the foregoing date. Absent such notice, the agreement shall automatically renew for a period of one year past the current expiration date. All Sections of this Agreement shall be subject to review no later than the month prior to renewal.

Term of Contract

The term of the contract shall be for four (4) years beginning on April 1, 2015 and extended to March 31, 2019.

Termination of Agreement

The Board at its sole discretion, upon ninety (90) days written notice to the Chief Technology Officer may terminate this Agreement for any reason(s) whatsoever.

The provisions of Government Code 53260, et seq., apply to this contract. In summary, if this contract is terminated, the maximum cash settlement that an employee may receive shall be an amount equal to the monthly salary of the employee multiplied by the number of months left on the unexpired term of the contract. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by 18. No other or additional non-cash settlement may be agreed to, except that health benefits may be continued at the option of the employee, limited to the same time restrictions as for a cash settlement, or until new employment is found, whichever occurs first. Copies of this settlement and any settlement shall be made available to the public upon request.

Modification to Agreement

This Agreement may be modified at any time with the mutual written consent of the parties.

Execution of Agreement

In witness herein we affix our signatures to the Agreement as the full and complete understanding between the parties.

Dated this 18th day of November, 2015

President, Board of Trustees

Chief Technology Officer

Clerk, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees