

ORCUTT UNION SCHOOL DISTRICT
Regular Meeting of the Board of Trustees
Wednesday, April 10, 2013
Closed Session – 6:45 P.M.
Public Session – 7:15 P.M.
District Office Board Room
500 Dyer Street, Orcutt, CA 93455

CALL TO ORDER 6:45 P.M.

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.

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 7:15 P.M.

- A. Pledge of Allegiance
- B. Public Report on Action Taken in Closed Session
- C. 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. California Health Kids Survey (CHKS) - Holly
 2. Poverty Workshop – Holly

D. 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.

E. 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.

F. Public Hearing – Renewal of Charter for Orcutt Academy Charter School

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, Special Meeting of March 12, 2013
- E. Minutes, Regular Meeting of March 13, 2013
- F. Minutes, Special Meeting of March 27, 2013
- G. Interdistrict Attendance Agreement Requests 2012/2013
- H. Interdistrict Attendance Agreement Requests 2013/2014
- I. Board Policy 3260, Fees and Charges for second reading
- J. Board Policy 5148.2, Before/After School Programs for second reading
- K. Board Policy 5144, Discipline for second reading
- L. Board Policy 5148.3, Preschool/Early Childhood Education for second reading
- M. Board Policy 5144.1, Suspension and Expulsion/Due Process for second reading
- N. Board Policy 5113.1, Truancy for second reading
- O. Board Policy 4030, Nondiscrimination in Employment for second reading

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

Moved _____

Second _____

Vote _____

ITEMS SCHEDULED FOR ACTION

A. BUSINESS

1. Approval of Copier Agreement

Staff recommends that the Board of Trustees authorize staff to enter into lease agreements with More Office Solutions as authorized by California State University agreement Bid No. 70818. A copy of the copier agreement is available for review at the Orcutt Union School District Office, 500 Dyer Street, Orcutt, CA. M-F 7:30 a.m. to 4:30 p.m.

Moved _____ Second _____ Vote _____

2. 2012/2013 Resolution No. 11, Education Protection Account (EPA) Requirements

Staff recommends that the Board of Trustees adopt 2012/2013 Resolution No. 11, Education Protection Account (EPA) Requirements, as submitted.

Moved _____ Second _____ Vote _____

3. Approval of Youth Leagues Facility Use Agreements

Staff recommends that the Board of Trustees approve the Facility Use Agreements with the Orcutt Youth Softball Association, Orcutt American Little League and Orcutt National Little League, as submitted. Copies of the Facility Use Agreements are available for review at the Orcutt Union School District Office, 500 Dyer Street, Orcutt, CA. M-F 7:30 a.m. to 4:30 p.m.

Moved _____ Second _____ Vote _____

4. Self Insurance Program Employee (SIPE) JPA Agreement and Bylaws Revisions

Staff recommends that the Board of Trustees approve the updated and necessary changes to the JPA Agreement, as submitted. A copy of the agreement and bylaws revisions are available for review at the Orcutt Union School District Office, 500 Dyer Street, Orcutt, CA. M-F 7:30 a.m. to 4:30 p.m.

Moved _____ Second _____ Vote _____

5. Technology Upgrade

Staff recommends that the Board of Trustees approve the purchase of technology upgrade equipment from Trace 3 for a total of \$27,516.30

Moved _____ Second _____ Vote _____

B. PERSONNEL

1. 2013/2014 Interdistrict Attendance Agreement with Solvang Elementary School District

Staff recommends that the Board of Trustees approve the 2013/2014 Interdistrict Attendance Agreement between Solvang Elementary School District and Orcutt Union School District, as submitted.

Moved _____ Second _____ Vote _____

2. 2012/2013 Resolution No. 12, Classified Layoffs

It is recommended that the Board of Trustees adopt 2012/2013 Resolution No. 12, Classified Layoffs, as submitted.

Moved _____ Second _____ Vote _____

3. 21012/2013 Resolution No. 13, Day of the Teacher, May 8, 2013

Staff recommends that the Board of Trustees adopt 2012/2013 Resolution No. 13, Day of the Teacher as submitted.

Moved _____ Second _____ Vote _____

4. 2012/2013 Resolution No. 14, Classified Employees' Week, May 19-25, 2013

Staff recommends that the Board of Trustees adopt 2012/2013 Resolution No. 14, Classified Employees' Week, as submitted.

Moved _____ Second _____ Vote _____

ITEMS SCHEDULED FOR INFORMATION/DISCUSSION

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

GENERAL ANNOUNCEMENTS

Unless otherwise noticed, the next regular board meeting is scheduled for Wednesday, May 8, 2013, beginning with Closed Session beginning at 6:45 p.m., Public Session at 7:15 p.m. in the District Office Board Room, 500 Dyer Street, Orcutt, CA. A Special Curriculum Board Meeting is scheduled for Wednesday, April 24, 2013 beginning at 6:00 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.

Memo



To: Bob Bush, Superintendent
From: Joe Dana, Director of Charter Programs
Date: April 10, 2013
Re: Public Hearing for Renewal of Charter for Orcutt Academy Charter School

The governing board of the Orcutt Union School District received a charter renewal petition on March 13, 2013, submitted pursuant to California Education Code Section 47605-47607.

This renewal petition requires a public hearing. Staff recommends this hearing be held at this evening's regular Board meeting. All posting requirements for this public hearing have been met.

Classified Personnel Action Report
April 10, 2013

TO: 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
Pine Grove	Inst Assistant/PE			\$35/mo	03/01/12	(1) Professional Growth Increment
District	Office Assistant			\$11.29/hr	03/13/13	Substitute
Patterson Road	Inst Assistant I			\$140/mo	03/01/13	(1) Professional Growth Increment (4 total)
District	Noon Duty Supervisor			\$9.45/hr	03/20/13	Substitute
District	Office Assistant			\$11.29/hr	03/22/13	Substitute

ORCUTT UNION SCHOOL DISTRICT

Certificated Personnel Action Report

TO: Bob Bush
District Superintendent

FROM: Jan Yanagisako
Assistant Superintendent, Human Resources

DATE: Board Meeting of April 10, 2013

RE: **RECOMMENDATIONS FOR APPROVAL AND RATIFICATION**

<i>SCHOOL</i>	<i>CLASS/STEP</i>	<i>EFFECTIVE DATE</i>	<i>ACTION INFORMATION</i>
Lakeview	Hourly	2/20-2/28/13	NWEA, 23.5 hrs
Orcutt	Extra Duty	2/4/13	Worked Prep, 1 hr
Lakeview	Extra Duty	2/13-2/19/13	Basketball Supervisor, 2 days
District	Daily	03/12/2013	No Reasonable Assurance
District	Hourly	2/8-2/22/13	ELD Meetings, 11 hrs
Lakeview	Extra Duty	2/14-2/25/13	Basketball Supervisor, 2 days
Patterson	Hourly	2/3-2/28/13	NWEA, 97.5 hrs
Lakeview	Hourly	1/8-2/27/13	Detention, 12 hrs
Nightingale	Hourly	2/12-2/25/13	NWEA, 49.5 hrs
District	Hourly	2/1-2/25/13	Technology, 8 hrs
Orcutt	Extra Duty	2/19-2/26/13	Basketball Supervisor, 3 days
District	Hourly	2/21/13	CELDT, 3 hrs
Lakeview	Extra Duty	2/19-2/25/13	Basketball Supervisor, 2 days
District	Extra Duty	1/31-2/15/13	Home & Hospital, 11.5 hrs
Shaw	Hourly	2/1-2/28/13	Compass Learning, 12.5 hrs
		2/20-2/21/13	Home & Hospital, 4 hrs
		2/5-2/25/13	NWEA, 68 hrs
Lakeview	Extra Duty	2/12-2/14/13	Homework Club, 2 hrs
Dunlap	Daily	3/18/13	Sub Principal, 1 day
Orcutt	IV-3	2013-14	Tenured (correct salary)
Olga Reed	Stipend	2012-13	Girls Basketball Coach
Olga Reed	Extra Duty	1/11-2/22/13	After School Chorus, 5.5 hrs
District	Hourly	2/21-2/22/13	ELD Meetings, 5.25 hrs

*To be prorated

SCHOOL	CLASS/ STEP	EFFECTIVE DATE	ACTION INFORMATION
District	Daily	2/6-2/28/13	1 st Grade Common Core Coach, 2 days
District	Hourly	2/1-2/28/13	Pre-Algebra, 9 hrs
Orcutt	Extra Duty	2/19-2/26/13	Basketball Supervisor, 3 days
District	Hourly	2/22/13	ELD Meeting, 4.75 hrs
District	Hourly	2/22/13	ELD Meeting, 5.5 hrs
Lakeview	Extra Duty	2/28/13	Homework Club, 1 hr
Nightingale	Hourly	3/12/13	Title 1 Teacher, 18 hrs wk
District	Daily	2/4-2/28/13	1 st Grade Common Core Coach, 3 days
Lakeview	Extra Duty	2/19/13	Homework Club, 1 hr
District	Hourly	2/22/13	ELD Meeting, 4 hrs
District	Hourly	2/22/13	ELD Meeting, 4 hrs
Lakeview	Extra Duty	2/13-2/19/13	Basketball Supervisor, 3 days
Nightingale	II-2	2013-14	Prob 2
Olga Reed	Extra Duty	1/14-2/9/13	Basketball Supervisor, 4 days
District	Extra Duty	1/28-2/22/13	Home & Hospital, 20 hrs
District	Daily	2/28/13	1 st Grade Common Core Coach, 1 day
Lakeview	Extra Duty	2/5-2/26/13	Homework Club, 3 hrs
District	Hourly	2/22/13	ELD Meeting, 5.5 hrs
District	Hourly	3/20/13	Strings, 60 hrs max
Lakeview	Hourly	2/2/13	Parent Conferences, 2 hrs (Long Term Substitute Teacher)
		2/13-2/26/13	Detention, 1.5 hrs
District	Daily	6/14/2013	No Reasonable Assurance
District	Hourly	2/12-2/26/13	NWEA, 51 hrs
District	Daily	2/6-2/28/13	1 st Grade Common Core Coach, 2 days
Orcutt	Extra Duty	1/28-2/28/13	Home & Hospital, 19 hrs
District	Hourly	2/6-2/22/13	District Support Services, 19.5 hrs
Lakeview	Extra Duty	1/16-1/24/13	PLC Meetings/Conferences, 6 hrs
		2/6-2/28/13	RTI Planning, 4 hrs
Lakeview	Extra Duty	2/14/13	Basketball Supervisor, 1 day
Lakeview	Extra Duty	1/8-2/28/13	Noon League, 16 hrs
District	Hourly	2/1-2/28/13	NWEA, 71.5 hrs

*To be prorated

<i>SCHOOL</i>	<i>CLASS/ STEP</i>	<i>EFFECTIVE DATE</i>	<i>ACTION INFORMATION</i>
Lakeview	Extra Duty	2/19-2/26/13	Basketball Supervisor, 3 day
Orcutt	Extra Duty	2/19-2/26/13	Basketball Supervisor, 3 day

*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
SPECIAL MEETING
March 12, 2013**

CALL TO ORDER

A special meeting of the Board of Trustees of the Orcutt Union School District was held on Tuesday, March 12, 2013 beginning with Ms. Zilli calling Public Session to order at 12:15 p.m. Dr. Peterson led the Pledge of Allegiance. Members Present: Buchanan, Hatch, Zilli, Peterson and Phillips. Administrator Present: Bush.

An information and discussion session was held regarding the 2012/2013 Board Goals. Each Core Value was addressed with updates on how each goal objective is being met along with timelines. A review of the Similar School Visitations was presented for information/discussion. Five schools have taken visits with the remaining 3 schools planning visits in March or April. The focus for the visits for most schools has been on schools that have functioning PLCs (Professional Learning Communities) or have implemented RTI (Response to Intervention) strategies. Each principal provided a list of opportunities for parents to become involved in their child's education through participation in classroom and school activities. A Graduation Schedule was distributed for the Board's calendar planning.

ADJOURN

It was moved by Rob Buchanan, seconded by Bob Hatch and carried to adjourn the meeting at 1:10 p.m.

Bob Bush, Board Secretary

Dr. James Peterson, Clerk, Board of Trustees

**ORCUTT UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
REGULAR MEETING
March 13, 2013**

CALL TO ORDER

A regular meeting of the Board of Trustees of the Orcutt Union School District was held on Wednesday, March 13, 2013 beginning with Jan Zilli calling Public Session to order at 6:57 p.m. Members Present: Buchanan, Peterson, Hatch, Phillips and Zilli. Absent: None. Administrators Present: Bush, Ochej, Edds and Yanagisako. Absent: None. It was moved by Jim Peterson, seconded by Liz Phillips and carried to adjourn to Closed Session at 6:58 p.m.

RECONVENE TO PUBLIC SESSION

The meeting reconvened to Public Session at 7:17 p.m. The Pledge of Allegiance was led by Liz Phillips. President Zilli reported that no action was taken in Closed Session and the Board would be returning to Closed Session following Public Session.

SUPERINTENDENT'S REPORT

Janet Wesch, Director of Child Nutrition, explained how her department works behind the scenes to prepare and serve nutritious meals to the students. The most important job skill for her employees is the ability to be flexible. Child Nutrition Cooks Sandy Chavez and Lisa Pennington were recognized for their contributions to the Child Nutrition Department.

Holly Edds introduced employees Lisa Savaso (Joe Nightingale), Lynn Ramos, Janice Chaves, and Lisa Wilkanoski (Olga Reed) who shared how they are using the Compass Learning Odyssey Program. The program enables teachers to assess and instruct students using an individualized learning plan for students based on their needs and abilities. The program is aligned to State and Common Core Standards and lessons are presented in a way that gets students excited to learn. Not only does the program help the teachers and students but there is also a parent involvement piece that allows parents to monitor their child's progress. Parent Information Nights have been held to assist parents in this process.

PUBLIC COMMENT

Monique Segura gave an OEA update. She has submitted several nominations for the CTA "Who Awards." OEA is requesting that hard copies of the board agendas continue to be sent to each school site. They feel that their members do not all have access to the agenda posted on the district website. Brad Gitchell, CESA President said their organization is working on senior scholarship awards. He also commented that he and Jan have been working closely to resolve employee issues as they arise.

CONSENT AGENDA ITEMS

- A. Classified Personnel Action Report
- B. Certificated Personnel Action Report
- C. Approval of Warrants
- D. Minutes, Special Meeting of February 13, 2013
- E. Minutes, Regular Meeting of February 13, 2013
- F. Minutes, Special Curriculum Meeting of February 27, 2013
- G. Interdistrict Attendance Agreement Requests 2012/2013
- H. Interdistrict Attendance Agreement Requests 2013/3014
- I. Certification of Coaches for 2012/2013 School Year
- J. Board Bylaw 9012, Board Member Electronic Communication for second reading
- K. Board Bylaw 9321, Closed Session Purposes and Agendas for second reading
- L. Board Bylaw 9321.1, Closed Session Actions and Reports for second reading
- M. Board Bylaw 9322, Agenda/Meeting Materials for second reading
- N. Board Bylaw 9323.2, Actions by the Board for second reading
- O. Board Policy 5145.6, Parental Notifications for second reading
- P. Board Policy 6161.1, Selection and Evaluation of Instructional Materials for second reading
- Q. Board Policy 6161.11, Supplementary Instructional Materials for second reading
- R. Board Policy 6174, Education for English Language Learners for second reading

It was moved by Jim Peterson, seconded by Liz Phillips and carried to approve Consent Agenda Items A through R, as submitted.

ITEMS SCHEDULED FOR ACTION

It was moved by Bob Hatch, seconded by Liz Phillips and carried to accept the gifts and directed that a letter of acceptance and appreciation be forwarded to Santa Ynez Valley Foundation, Jeffrey and Carole Bloom and Ibrahim EINashar.

It was moved by Jim Peterson, seconded by Liz Phillips and carried to approve the Alice Shaw 5th grade field trip to the Ronald Reagan Library & Museum on April 9, 2013.

It was moved by Jim Peterson, seconded by Liz Phillips and carried to approve the Ralph Dunlap 4th & 5th grade field trip to the Ronald Reagan Museum and Air Force One Discovery Center on April 24, 2013.

It was moved by Liz Phillips, seconded by Jim Peterson and carried to approve the Orcutt Jr. High Journalism & Leadership Class field trip to the YES Conference at Disneyland Resort in Anaheim, CA. on April 12, 2013.

Marysia presented the 2012/2013 Second Interim Report. She continues to recommend conservative fiscal policies at the district level. Marysia thanked her Business Office staff for their work in putting together the Second Interim Report. It was moved by Bob Hatch, seconded by Rob Buchanan and carried to approve the 2012/2013 Second Interim Report as presented and authorizes the filing of a positive certification with the Santa Barbara County Education Office.

It was moved by Liz Phillips, seconded by Jim Peterson and carried to authorize staff to enter into a contract with Reliance Communications, Inc., as presented

It was moved by Jim Peterson, seconded by Liz Phillips and carried to approve Board Policy 3260, Fees and Charges for first reading that that it be placed on the next Consent Agenda for second reading.

It was moved by Jim Peterson, seconded by Liz Phillips and carried to approve Board Policy 5148.2, Before/After School Programs for first reading that that it be placed on the next Consent Agenda for second reading.

It was moved by Liz Phillips, seconded by Jim Peterson and carried to approve Board Policy 5144, Discipline for first reading that that it be placed on the next Consent Agenda for second reading.

It was moved by Bob Hatch, seconded by Rob Buchanan and carried to approve Board Policy 5148.3, Preschool/Early Childhood Education for first reading that that it be placed on the next Consent Agenda for second reading.

It was moved by Liz Phillips, seconded by Jim Peterson and carried to approve Board Policy 5144.1, Suspension and Expulsion/Due Process for first reading that that it be placed on the next Consent Agenda for second reading.

It was moved by Liz Phillips, seconded by Rob Buchanan and carried to approve Board Policy 5113.1, Truancy for first reading that that it be placed on the next Consent Agenda for second reading.

It was moved by Bob Hatch, seconded by Rob Buchanan and carried to approve Board Policy 4030, Nondiscrimination in Employment for first reading that that it be placed 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 all items were within budget.

The 2013 OCAF Gala will be held on April 27, 2013 at the Santa Maria Country Club. Bob Bush reported that his next article for the *Pioneer* would focus on OCAF,

Jim Peterson and Bob Hatch visited with Pine Grove Staff on March 5th. Bob Bush thanked the Board members that were able to attend the Grant Recognition Dinner. The Principal for a Day event was held earlier in the day and a 4th grade student from Ralph Dunlap was one of the recipients of a new laptop.

GENERAL ANNOUNCEMENTS

Unless otherwise noticed, the next Regular Board Meeting is scheduled for Wednesday, April 10, 2013 beginning with Closed Session at 6:45 p.m., Public Session at 7:15 p.m. in the District Office Board Room, 500 Dyer Street, Orcutt, CA.

ADJOURN TO CLOSED SESSION

It was moved by Bob Hatch, seconded by Rob Buchanan and carried to adjourn the meeting to Closed Session at 8:44 p.m.

RECONVENE TO PUBLIC SESSION

The meeting reconvened to Public Session at 9:20 p.m. and President Zilli reported that no action was taken in Closed Session

ADJOURN

It was moved by Jim Peterson, seconded by Rob Buchanan and carried to adjourn the meeting at 9:22 p.m.

Bob Bush, Board Secretary

Dr. James Peterson, Clerk, Board of Trustees

**ORCUTT UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
SPECIAL MEETING
March 27, 2013**

CALL TO ORDER

A special meeting of the Board of Trustees of the Orcutt Union School District was held on Wednesday, March 27, 2013 beginning with Ms. Zilli calling Public Session to order at 12:00 p.m. Rob Buchanan led the Pledge of Allegiance. Members Present: Buchanan, Hatch, Zilli, Peterson and Phillips. Administrator Present: Bush, Yanagisako, Ochej and Edds. Also present Rebecca Holmes, Director of Fiscal Services.

BOARD BUDGET STUDY SESSION

Marysia began the study session with a PowerPoint presentation outlining expenditures based on the 2012/2013 Second Interim Report. She broke it down by function and addressed each category individually. She discussed District reserves and ending balances, projected new money and class size averages. The Board was able to question and comment during this presentation. Superintendent Bush presented a list of *New or Reinstated Program Overview for 2013/2014* which was developed by Cabinet and he stated that the list appears in no priority order. Each Cabinet member had the opportunity to give explanation for the items they listed and the Board was able to provide feedback.

ADJOURN TO CLOSED SESSION

It was moved by Rob Buchanan, seconded by Jim Peterson and carried to adjourn the meeting to Closes Session at 1:00 p.m.

RECONVENE TO PUBLIC SESSION

The meeting reconvened to Public Session at 1:10 p.m. and Jan Zilli reported that no action was taken in Closed Session.

ADJOURN

It was moved by Bob Hatch, seconded by Jim Peterson and carried to adjourn the meeting at 1:13 p.m.

Bob Bush, Board Secretary

Dr. James Peterson, Clerk, Board of Trustees



ORCUTT UNION SCHOOL DISTRICT

INTERDISTRICT ATTENDANCE AGREEMENT REQUESTS

**2012/2013 Academic School Year
Current Monthly Requests
April 10, 2013**

Staff recommends the Board **approve** the following InterDistrict Attendance Agreement Request:

School	New	Renew	Leave
Alice Shaw	3		
Joe Nightingale	2		
Olga Reed			
Patterson Road			
Pine Grove	3		
Ralph Dunlap	2		
Lakeview JH	1		
Orcutt JH	1		
Total	12	0	0

Staff recommends the Board **deny** the following InterDistrict Attendance Agreement Requests:

School	Enter	Leave
Alice Shaw		
Joe Nightingale		
Olga Reed		
Patterson Road		
Pine Grove		
Ralph Dunlap		
Lakeview JH		
Orcutt JH		
Total	0	0

Current *InterDistrict Attendance Agreements (I)* and *Allen Act (A)* By School

Grade	AS		JN		OR		PR		PG		RD		LKV		OJH		Total	
	I	A	I	A	I	A	I	A	I	A	I	A	I	A	I	A	I	A
K	8	9	8	12	1	0	0	2	3	5	3	4					23	32
1	4	7	12	4	0	1	6	0	1	5	7	4					30	21
2	6	4	8	9	1	0	3	6	7	6	4	4					29	29
3	6	4	11	4	3	0	5	0	3	5	8	6					36	19
4	8	4	14	6	1	0	5	1	4	5	13	3					45	19
5	12	3	11	5	1	0	5	3	7	5	2	1					38	17
6	7	4	16	4	2	0	4	1	6	3	16	3					51	15
7					0								45	10	21	10	66	20
8					1								29	11	19	10	49	21
Subtotal	51	35	80	44	10	1	28	13	31	34	53	25	74	21	40	20	367	193
Total	86		124		11		41		65		78		95		60		560	



BUSINESS SERVICES MEMORANDUM

TO: Board of Trustees
Bob Bush, Superintendent

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

BOARD MEETING DATE: April 10, 2013

BOARD AGENDA ITEM: Approval of Copier Agreement

BACKGROUND: We currently have (18) leased copiers with More Office Solutions due to expire between August – October 2013. The various types of copiers range in size and functionality depending on the site or department needs.

The lease will fall under the Piggyback Master Enabling Agreement Number 7081, with the University of California.

The District pays \$55,740 on the current lease and the total for the new lease will be \$54,588, which is a savings of \$1,152.00 per year. Total maintenance costs based on per page are approximately the same. The structure now provides for all sites to recognize a great deal of additional savings if small printers are removed and the new copiers are utilized instead.

The copiers pricing for this piggyback is as follows:

Qty.	Copier	Color/B/W	Mo. Lease Rate	Maint. * B/W	Maint. * Color
1	IR4051	B/W	\$189.92	0.007	N/A
3	IR4035	B/W	\$106.62	0.0090	N/A
9	IR6255	B/W	\$211.63	0.0055	N/A
7	IRC2225	Color & B/W	\$103.57	0.0110	0.0700
1	IRC5250	Color & B/W	\$227.04	0.0068	0.0510

*Cost per page

RECOMMENDATION: Staff recommends that the Board of Trustees authorize staff to enter into lease agreements with More Office Solutions as authorized by California State University agreement Bid No. 70818.

FUNDING: General Fund



BUSINESS SERVICES MEMORANDUM

TO: *mo* Board of Trustees
Bob Bush, Superintendent

FROM: Marysia Ochej
Assistant Superintendent, Business Services

BOARD MEETING DATE: April 10, 2013

BOARD AGENDA ITEM: Resolution No. 11 Education Protection Account (EPA) Requirements

BACKGROUND: Background

Proposition 30, The Schools and Local Public Safety Protection Act of 2012, approved by the voters on November 6, 2012, temporarily increases the State's sales tax rate for all taxpayers and the personal income tax rates for upper-income taxpayers. Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012. The provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account (EPA) to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f).

School districts, county offices of education, and charter schools (LEAs) will receive funds from the EPA based on their proportionate share of the statewide revenue limit amount. To allow time for the State to collect the increased tax revenues, EPA entitlements cannot be calculated for the 2012–13 Fiscal Year until June 2013. LEAs will receive their 2012–13 Fiscal Year EPA entitlement in one lump sum payment at the end of June 2013. A corresponding reduction is made to a LEAs revenue limit general purpose state aid equal to the amount of their EPA entitlement. LEAs will receive EPA payments quarterly beginning with the 2013–14 Fiscal Year.

Nearly all of the increased revenue generated from Proposition 30 is used to pay K-14 expenses from the prior year and reduce delays in payments due to schools. Therefore, districts throughout California are estimating deferral payback funding which will allow for restoration of previous cuts imposed during the recession.

2012-13 Education Protection Act

The Proposition 30 initiative was intended to minimize deeper cuts to school agencies and other state-supported programs in California. In addition, Proposition 30 prohibits the Initiative's tax revenues allocated to K-12 agencies from being used for administrative costs. While all revenues raised by Proposition 30 are distributed to school districts, a significant share of those resources simply reduce the amount of other state funding that schools receive.

Before June 30 of each year, the State Director of Finance is required to estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year.

Education Protection Account	
<p>Estimated Funds</p> <p>Calculation:</p> <p>(See attached estimate from the state.)</p>	<p>\$ 4,990,971</p>
<p>Estimated Expenditures</p> <p><i>instruction, instructional library, media, and technology, guidance and counseling services, psychological services, attendance and social work services, health services, speech pathology and audiology services, custodians, plant services, and, pupil testing services.</i></p> <p>Note: As per Article XIII, Section 36 of the California Constitution, the district will post an accounting of the actual money received from the EPA and accounts where the money was allocated when we receive the funds.</p>	<p>\$ 4,990,971</p>

RECOMMENDATION:

Staff recommends the Board Adopt Resolution No. 11 - The Education Protection Account 2012 -13, as presented above.

FUNDING:

General Fund

School District Revenue Limit

County: Santa Barbara
District: Orcutt Union Elementary

Period: 2012-13 P-1
CDS Code: 42 69260

Base Revenue Limit (Excluding Add-ons)	A-1 \$	<u>6,577.05</u>	24
Add-on per ADA for Meals, BTS and Adjustments (AB851)	A-2 \$	<u>145.52</u>	719
Revenue Limit ADA	A-3	<u>4,255.87</u>	33
Total Revenue Limit			
Total Base Revenue Limit (A-1 * A-3)	B-1 \$	<u>27,991,070</u>	34
Add-on for Meals, BTS, and Adjustments (AB 851) (A-2 * A-3)	B-2 \$	<u>619,314</u>	724
Allowance for Necessary Small School	B-3 \$	<u>0</u>	489
Total Base Revenue Limit with Addon for Meals, BTS, and Adjustments (AB 851) and Necessary Small School Allowance (B-1 + B-2 + B-3)	B-4 \$	<u>28,610,384</u>	213
Special Revenue Limit Adjustments	B-5 \$	<u>0</u>	274
Miscellaneous Revenue Limit Adjustments	B-6 \$	<u>0</u>	276
All Charter District Revenue Limit Adjustment	B-7 \$	<u>0</u>	217
Class Size Penalties Adjustment	B-8 \$	<u>0</u>	173
Center for Advance Research and Technology (CART) Adjustment	B-9 \$	<u>0</u>	659
Revenue Limit subject to the Deficits (Sum of B-4 through B-6 - B-7 - B-8 + B-9)	C-1 \$	<u>28,610,384</u>	82
Deficit Factor	C-2	<u>0.77728</u>	281
Total Deficited Revenue Limit (C-1 * C-2)	C-3 \$	<u>22,238,279</u>	284
Unemployment Insurance Revenue	D-1 \$	<u>239,446</u>	60

Longer Day/Year Penalty	D-2 \$	<u>0</u>	287
Excess ROC/P Reserves Adjustment	D-3 \$	<u>0</u>	288
PERS Adjustment	D-4 \$	<u>41,841</u>	195
San Francisco Unified School District PERS Adjustment	D-5 \$	<u>0</u>	654
PERS Safety Adjustment	D-6 \$	<u>0</u>	205
Total Revenue Limit (Sum of C-3 + D-1 - D-2 - D-3 - D-4 + D-5 + D-6)	E-1 \$	<u>22,435,884</u>	88
Local Revenue	E-2 \$	<u>8,661,010</u>	126
Charter School General Purpose Block Grant Offset	E-3 \$	<u>0</u>	293
Gross State Aid (Includes County Office Funds to be Transferred) (E-1 - E-2 - E-3; If < 0, E-4 = 0)	E-4 \$	<u>13,774,874</u>	111
Excess Tax Amount (E-1 - E-2 - E-3; If > 0, F-1 = 0)	F-1 \$	<u>0</u>	545
Education Code Section 14041 Reduction (2012-13 P1 Only) [G-1 will reflect Education Protection Account entitlement beginning 2012-13 P2]	G-1 \$	<u>4,990,971</u>	736
Net State Aid (Includes County Office Funds to be Transferred) (E-4 - G-1; If < 0, G-2 = 0)	G-2 \$	<u>8,783,903</u>	737

**ORCUTT UNION SCHOOL DISTRICT
REGULAR BOARD MEETING
APRIL 10, 2013**

**RESOLUTION NO. 11
THE EDUCATION PROTECTION ACCOUNT (EPA) 2012-2013**

WHEREAS, the voters approved Proposition 30 on November 6, 2012;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30 of each year, the State Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Governing Board of the Orcutt Union School District that:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of Orcutt Union School District;
2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the Orcutt Union School District has determined to spend the monies received from the Education Protection Act on:
 - instruction,
 - instructional library, media, and technology,
 - guidance and counseling services,
 - psychological services,
 - attendance and social work services,
 - health services,
 - speech pathology and audiology services,
 - custodians,
 - plant services, and
 - pupil testing services.

PASSED AND ADOPTED this 10th day of April, 2013.

I, Bob Bush Secretary of the Board of Trustees of Orcutt Union School District hereby certify that Resolution #11 was duly passed and adopted by the Board of Trustees of Orcutt Union School District at a regular meeting thereof assembled this 10th day of April 2013 by the following vote, to-wit:

AYES:

NOES:

ABSENT:

Secretary of the Board of Education of the
Orcutt Union School District



BUSINESS SERVICES MEMORANDUM

TO: Board of Trustees
Bob Bush, Superintendent

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

BOARD MEETING DATE: April 10, 2013

BOARD AGENDA ITEM: Approval of Youth Leagues Facility Use Agreements

BACKGROUND: Several years ago district counsel recommended that we enter into annual facility use agreements with three local youth groups. It was previously agreed that these agreements would routinely come before the Board on an annual basis unless there were changes. The facility use agreements between the Orcutt Union School District and the Orcutt Youth Softball Association, the Orcutt National and the Orcutt American Little Leagues, respectively, are included for your review and approval. There were more changes made to OALL and OYSA agreement with both youth groups approving the recommended changes. District Counsel has reviewed all changes.

RECOMMENDATION: It is recommended that the Board of Trustees approve the facility use agreements with the Orcutt Youth Softball Association, Orcutt American Little League, and Orcutt National Little League as submitted.

FUNDING: None

Orcutt Union School District

Facilities Use Agreement with Orcutt American Little League

1. This Agreement is entered into pursuant to the provisions of Article 2 (commencing with Section 38130) of Chapter 4 of Part 23 of Division 2 of Title 2 of the California Education Code known as the Civic Center Act.
2. The parties to this Agreement are the Orcutt Union School District, a public school district organized and operating under the laws of the State of California (hereinafter referred to as "District"), and **Orcutt American Little League**, a nonprofit unincorporated community association (hereinafter referred to as "Association").
3. The term of this Agreement shall be one (1) year commencing upon its execution by both parties. It may be extended or renewed upon written agreement by both parties.
4. The District hereby agrees that except as otherwise provided for in this Agreement, the Association shall have (during non-school hours) access to and full use of the baseball complex at **Joe Nightingale School**, provided, however, that the District shall retain full access rights at all times. The District will not permit any use that is incompatible with the Little League's use of the complex.
5. The Association hereby agrees to assume full responsibility for maintenance of the complex, including, but not limited to mowing and watering of all grass areas, trimming and watering of vegetation, control of dust, picking up of all litter, trash and debris. **The Association is responsible for the electricity it uses via a separate meter to be installed by March 2, 2013 with Association agreeing to pay for electric use each month. Effective December 1, 2013 the Association hereby agrees to be responsible for paying for the water use which also has a separate meter, with the same payment responsibilities as for electric use. The District will invoice quarterly for the monthly charge and payment is due net 30 days.**
6. The Association shall assume full responsibility for vehicle control and parking during its hours of use of the facilities. All parking is on the street, only a delivery or maintenance vehicle is allowed to drive onto District property and this access may be revoked by the District at any time.
7. Any public address or other voice-amplification system operated by the Association in conjunction with its sponsored activities shall be operated at reasonable sound levels, and no such amplification system shall be operated after 9:30 p.m.
8. Additions to, modifications to, or expansion of the complex shall be undertaken by the Association only upon prior written authorization from the District Board of Trustees
9. The Association shall secure a written release, to be approved in form by the District, from each person using the complex under its auspices whereby such individual acknowledges that he/she recognizes that the Association is responsible for the use and maintenance of the complex and

that he/she is releasing the District from any and all liability for any accident or injury which may occur during such use of the complex.

10. The Association hereby agrees, as a condition of this Agreement, to provide written evidence to the District of current personal and property liability insurance in an amount not less than one million dollars (\$1,000,000), with the District named as an additional insured. The Association further agrees to maintain such valid liability insurance for the term of this Agreement and any extension or renewal thereof.
11. The Association agrees to indemnify, defend and hold harmless the District, its officers and employees, against any and all actions, allegations, claims, costs, damages, fees, and judgments arising out of its use, control, construction, and maintenance of the complex or otherwise related to Association's performance under this Agreement.
12. This Agreement may be terminated by either party, with or without cause upon sixty (60) days written notice. Notwithstanding the foregoing, if Association is in breach of this Agreement, District shall give Association written notice of the breach, and if the breach is not cured within three (3) working days, District has the right to suspend Association's use of the complex.
13. This Agreement constitutes the entire agreement between the parties relating to use of the complex and supersedes any previous oral or written agreement which may have existed between the parties. This Agreement may be amended only upon the further written agreement of the parties.
14. This Agreement shall be governed by and construed under the laws of the State of California and jurisdiction over any claim arising hereunder shall vest in the courts of Santa Barbara County, California.
15. Nothing in this Agreement is intended, or shall be deemed to constitute a partnership or joint venture between the District and the Association.
16. The failure of the District or Association to enforce at any time any provision of this Agreement shall in no way be construed to be a waiver of such provision, nor in any way shall affect the validity of any part of this Agreement, or the right of the District or the Association to thereafter enforce each and every provision.
17. All the clauses of this Agreement are distinct and severable, and if any cause shall be deemed illegal, void or unreasonable, it shall not affect the validity, legal enforceability of any portion or clause of this Agreement.
18. The indemnification obligations hereunder shall survive termination or expiration of this Agreement.
19. All correspondence and notices hereunder shall be in writing and will be deemed to be delivered on the same day, if given and confirmed via facsimile transmission or electronic mail, the next day by overnight courier, on the fifth day if by registered or certified mail, or upon receipt by regular mail. In the event of an emergency, notice shall be given verbally and in writing.
20. The use of tobacco products, illegal drugs or controlled substances and/or alcoholic beverages is strictly prohibited on District property. The Association shall use best efforts to ensure that these substances are not used on the District's property while the complex is in use by the Association.

- 21. The Association shall forward a roster for the Association upon election of a new board or upon any change in board membership.
- 22. Dogs (except service dogs) and other pets are prohibited from the District campus at all times. The Association shall use its best efforts to ensure that this rule is followed during the Association's use of the complex.

EXECUTED this ____ day of, 20 ____ , at Orcutt, California, by:

ORCUTT UNION SCHOOL DISTRICT
by:

ORCUTT AMERICAN LITTLE LEAGUE
by:

Name

Name

Title

Title

Date

Date

ORCUTT UNION SCHOOL DISTRICT

Facilities Use Agreement with Orcutt National Little League

1. This Agreement is entered into pursuant to the provisions of Article 2 (commencing with Section 38130) of Chapter 4 of Part 23 of Division 2 of Title 2 of the California Education Code known as the Civic Center Act.
2. The parties to this Agreement are the Orcutt Union School District, a public school district organized and operating under the laws of the State of California (hereinafter referred to as "District"), and **Orcutt National Little League**, a nonprofit unincorporated community association (hereinafter referred to as "Association").
3. The term of this Agreement shall be one (1) year commencing upon its execution by both parties. It may be extended or renewed upon written agreement by both parties.
4. The District hereby agrees that except as otherwise provided for in this Agreement, the Association shall have (during non-school hours) access to and full use of the baseball complex at **Orcutt Academy High School**, provided, however, that the District shall retain full access rights at all times. The District will not permit any use that is incompatible with the Little League's use of the complex.
5. The Association hereby agrees to assume full responsibility for maintenance of the complex, including, but not limited to mowing and watering of all grass areas, trimming and watering of vegetation, control of dust, picking up of all litter, trash and debris.
6. The Association shall assume full responsibility for vehicle control and parking during its hours of use of the facilities. All parking is on the street, only a delivery or maintenance vehicle is allowed to drive onto District property and this access may be revoked by the District at any time.
7. Any public address or other voice-amplification system operated by the Association in conjunction with its sponsored activities shall be operated at reasonable sound levels, and no such amplification system shall be operated after 9:30 p.m.
8. Additions to or expansion of the complex shall be undertaken by the Association only upon prior authorization from the District Board of Trustees.
9. The Association shall secure a written release, to be approved in form by the District, from each person using the complex under its auspices whereby such individual acknowledges that he/she recognizes that the Association is responsible for the use and maintenance of the property and that he/she is releasing the District from any and all liability for any accident or injury which may occur during such use of the complex.
10. The Association hereby agrees, as a condition of this Agreement, to provide evidence to the District of current personal and property liability insurance in an amount not less than one million dollars (\$1,000,000), with the District named as an additional insured. The Association further agrees to maintain such valid liability insurance for the term of this Agreement and any extension or renewal thereof.
11. The Association agrees to indemnify, defend and hold harmless the District, its officers and employees, against any and all actions, allegations, claims, costs, damages, fees, and judgments arising out of its use, control, construction, and maintenance of the complex or otherwise related to this Agreement.

12. This Agreement may be terminated by either party upon sixty (60) days written notice.
13. This Agreement constitutes the entire agreement between the parties relating to use of the complex and supersedes any previous oral or written agreement which may have existed between the parties. This Agreement may be amended only upon the further written agreement of the parties.
14. This Agreement shall be governed by and construed under the laws of the State of California and jurisdiction over any claim arising hereunder shall vest in the courts of Santa Barbara County, California.
15. Nothing in this Agreement is intended, or shall be deemed to constitute a partnership or joint venture between the District and the Association.
16. The failure of the District or Association to enforce at any time any provision of this Agreement shall in no way be construed to be a waiver of such provision, nor in any way shall affect the validity of any part of this Agreement, or the right of the District or the Association to thereafter enforce each and every provision.
17. All the clauses of this Agreement are distinct and severable, and if any cause shall be deemed illegal, void or unreasonable, it shall not affect the validity, legal enforceability of any portion or clause of this Agreement.
18. The indemnification obligations hereunder shall survive termination or expiration of this Agreement.
19. All correspondence and notices hereunder shall be in writing and will be deemed to be delivered on the same day, if given and confirmed via facsimile transmission or electronic mail, the next day by overnight courier, on the fifth day if by registered or certified mail, or upon receipt by regular mail. In the event of an emergency, notice shall be given verbally and in writing.
20. The use of tobacco products and/or alcoholic beverages is strictly prohibited on District property. The Association shall use best efforts to ensure that these substances are not used on the District's property while the property is in use by the Association.
21. The Association shall forward a roster for the Association upon election of a new board or upon any change in board membership.
22. Dogs are prohibited from the District campus at all times. The Association shall use its best efforts to ensure that this rule is followed during the Association's use of the property.

EXECUTED this _____ day of _____ at Orcutt, California, by:

ORCUTT UNION SCHOOL DISTRICT

ORCUTT NATIONAL LITTLE LEAGUE

by:

by:

Name

Name

Title

Title

Date

Date

ORCUTT UNION SCHOOL DISTRICT

Facilities Use Agreement with Orcutt Youth Softball Association

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

8. The use of tobacco products, illegal drugs or controlled substances, and/or alcoholic beverages is strictly prohibited on District property. The Association shall use best efforts to ensure that these substances are not used on the District's property while the property is in use by the Association.
9. The Association shall forward a roster for the Association upon election of a new board or upon any change in board membership.
10. Dogs (other than service dogs) and other pets are prohibited from the District campus at all times. The Association shall use its best efforts to ensure that this rule is followed during the Association's use of the property.
11. Any public address or other voice-amplification system operated by the Association in conjunction with its sponsored activities shall be operated at reasonable sound levels, and no such amplification system shall be operated after daylight hours.
12. Lighting fixtures for the softball complex shall not be installed and games shall not take place after the onset of darkness. Security lights may be installed at snack bar and garage area.
13. Turf areas shall not be watered between 8:00 a.m. and 6:00 p.m. or excessively watered to maximize water conservation.
14. For purposes of conserving water used for turf areas, there shall be regularly scheduled maintenance of the automatic or manual water system(s), and adherence to the watering schedule which is based on recommendations by the University of California Agriculture Cooperative Extension.
15. Plumbing and irrigation devices shall be low water flow devices with no greater than 3.0 gallon per flush toilets and 2.0 gallon per minute sink faucets.
16. Refuse and recyclable materials shall be collected in containers with lids. If recyclable materials are used, a recycling program must be developed and approved by the County of Santa Barbara.
17. The Association shall encourage car pooling to games and practices, and shall encourage restriction of parking and loading/unloading to the school property designed for such use. The following is a required procedure:
Prior to the first practice of each session, Santa Maria-Orcutt area participants shall be provided a form letter which encourages car pooling and discourages off-site parking and loading/unloading. A copy of this letter is attached, marked as Exhibit B.
18. Additions to, modifications to, or expansion of the complex shall be undertaken by the Association only upon prior written authorization from the District Board of Trustees.
19. The Association shall secure a written release from each individual, organization, or entity using the softball complex or its facilities under its auspices whereby such individual, organization or entity acknowledges that the District shall be held harmless from any and all liability for any accident or injury which may occur during such use of the softball complex or its facilities.

20. The Association hereby agrees, as a condition of this Agreement, to provide written evidence to the District of current personal and property liability insurance in an amount not less than one million dollars (\$1,000,000), and the Association further agrees to maintain such valid liability insurance for the term of this Agreement and any extension of renewal thereof.
21. The Association agrees to indemnify defend hold harmless the District, its officers and employees, against any and all actions, allegations, claims, costs, damages, fees, and judgments arising out of its use, control, construction and maintenance of the complex generally described in Exhibit A or otherwise arising from or related to Association's performance under this Agreement.
22. This Agreement may be terminated **with or without** cause by either party upon sixty (60) days written notice, which shall explain the reasons for such termination. **Notwithstanding the foregoing, if Association is in breach of this Agreement, District shall give Association written notice of the breach, and if the breach is not cured within three (3) working days, District has the right to suspend Association's use of the complex.**
23. This Agreement shall be governed by and construed under the laws of the State of California and jurisdiction over any claim arising hereunder shall vest in the courts of Santa Barbara County, California.
24. Nothing in this Agreement is intended, or shall be deemed to constitute a partnership or joint venture between the District and the Association.
25. The failure of District or Association to enforce at any time any provision of this Agreement shall in no way be construed to be a waiver of such provision, nor in any way shall affect the validity of any part of this Agreement, or the right of the District or the Association to thereafter enforce each and every provision.
26. The indemnification obligations hereunder shall survive termination or expiration of this Agreement.
27. All correspondence and notices hereunder shall be in writing and will be deemed to be delivered on the same day, if given and confirmed via facsimile transmission or electronic mail, the next day by overnight courier, on the fifth day if by registered or certified mail, or upon receipt by regular mail. In the event of an emergency, notice shall be given verbally and in writing.
28. This Agreement and the Exhibits attached hereto constitute the entire Agreement between the parties relating to the use of these facilities and supersedes any previous oral or written agreement which may have existed between the parties. Should any portion of this Agreement be deemed unenforceable or otherwise illegal, the remaining sections of this Agreement shall remain in force for the duration of the Agreement. This Agreement may be amended only upon further written agreement by both parties.

EXECUTED this ____ day of _____, at Orcutt, California, by:

Orcutt Youth Softball Association Agreement
Page 4 of 6

ORCUTT UNION SCHOOL DISTRICT
by:

Name

Title

Date

ORCUTT YOUTH SOFTBALL ASSOCIATION
by:

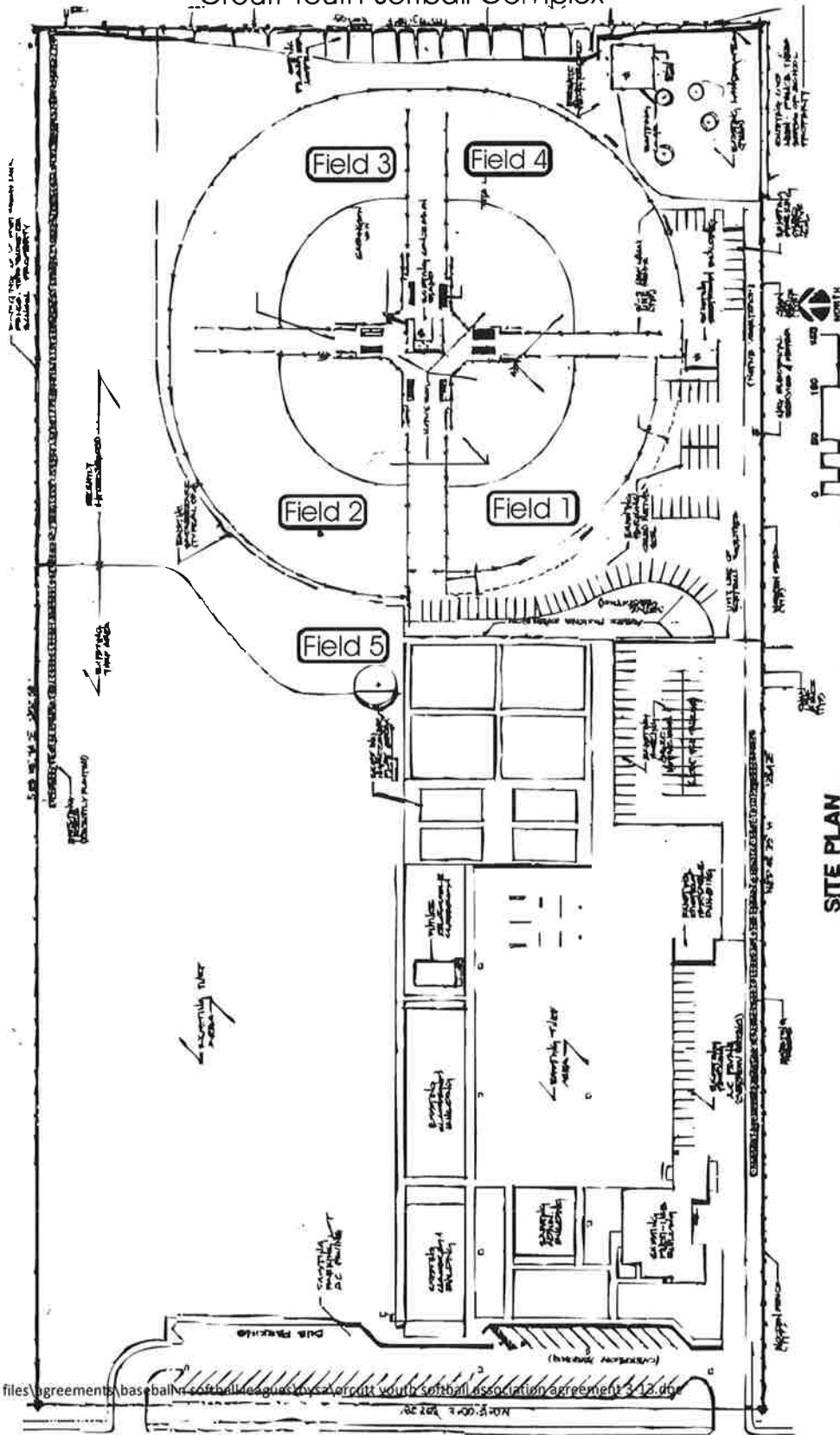
Name

Title

Date

Exhibit A

Lakeview Junior High School Orcutt Youth Softball Complex



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Exhibit B

Date

Dear Softball Youth Parents:

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

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

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

Orcutt Youth Softball Association



BUSINESS SERVICES MEMORANDUM

TO: *MO* Board of Trustees
Bob Bush, Superintendent

FROM: Marysia Ochej
Assistant Superintendent, Business Services

BOARD MEETING DATE: April 10, 2013

BOARD AGENDA ITEM: (SIPE) Self Insurance Program Employee JPA Agreement and Bylaws Revisions

BACKGROUND: The JPA Agreement and associated Bylaws were last updated in 1996. The SIPE Board of Directors has determined to review these documents and update them for code and regulation changes and to make other necessary revisions. This has been a multi-year process and the revisions have been reviewed by the SBCEO legal counsel and become effective July 1, 2013.

In order for the changes to be implemented they must be approved by two-thirds of all member district governing boards by a majority vote at a regular board meeting. The list of significant changes is attached.

RECOMMENDATION: Staff recommends that the Board approve the updated and necessary changes to the JPA agreement as presented.

FUNDING: N/A



BUSINESS SERVICES MEMORANDUM

TO: Board of Trustees
Bob Bush, Superintendent

FROM:  Marysia Ochej,
Assistant Superintendent, Business Services

BOARD MEETING DATE: April 10, 2013

BOARD AGENDA ITEM: Technology Upgrade

BACKGROUND: In 2009, a Black Diamond Switch Module (chassis and 10 blades) was purchased for our district head end room as the district controller for all district network traffic. If you think of a wheel, the Black Diamond is the hub of the wheel. All district traffic passes through this piece of equipment. This would include school to school as well as school to the internet. Currently, our equipment is at the end of its life and the support will no longer be available. Staff is proposing to upgrade the existing module which will allow uninterrupted supported service with less risk of failure. We can take advantage of the opportunity to use our existing chassis and redundant power supplies and simply replace the outdated server blades and upgrade the software. The following quotes were obtained by the technology department.

Vendor	Quote	Est.Tax and Freight	Total
Trace 3	\$22,325.60	\$5,190.70	\$27,516.30
Extreme	\$41,768.50	\$9,711.18	\$51,479.68
WDG	\$41,768.50	\$9,711.18	\$51,479.68

RECOMMENDATION: Staff recommends that the Board of Trustees approve the purchase of technology upgrade equipment for a total of \$27,516.30

FUNDING: General Fund



HUMAN RESOURCES MEMORANDUM

TO: Bob Bush

FROM: Jan Yanagisako

BOARD MEETING DATE: April 10, 2013

BOARD AGENDA ITEM: 2013/2014 Interdistrict Attendance Agreement with Solvang Elementary School

BACKGROUND: Solvang Elementary School has requested approval of an Interdistrict Attendance Agreement for 2013/2014 between Orcutt Union School District and Solvang Elementary School.

RECOMMENDATION: Staff recommends that the Board of Trustees approve this Agreement, as submitted.

Solvang Elementary School

TRUSTEES:

*Peter Aichinger
Ken Dellinger
David Gay
Echo Molina
Heather Scheck*

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

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

March 19, 2013

Robert Bush
Superintendent
Orcutt Union School District
500 Dyer St.
Orcutt, CA 93455

Dear Mr. Bush,

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

At the March 12 meeting of the Board of Trustees, an annual agreement with Orcutt Union was approved. We are requesting approval by your Board at your earliest convenience.

Sincerely,



John Karbula
Superintendent

Solvang Elementary School

TRUSTEES:

*Peter Aichinger
Ken Dellinger
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Echo Molina
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**SUPERINTENDENT/
PRINCIPAL**
Dr. John Karbula
**ASSISTANT
SUPERINTENDENT**
Pat Merritt

Interdistrict Attendance Agreement 2013-14

1. **Parties.** The parties to this interdistrict attendance agreement (hereinafter referred to as the Agreement) are the Governing Boards of Solvang Elementary School District and Orcutt Union School District.
2. **Duties.** This reciprocal agreement constitutes a written recital of practices between the districts as they have been historically carried out in the absence of a written agreement. In consideration of the mutual promises contained in this Agreement, the parties agree as follows:
 - a. The District of Attendance shall accept applications for interdistrict transfer permits, insofar as facilities and budget permit and in accordance with Board of Education policy, from pupils who are residents of the District of Residence and eligible to attend the elementary schools of the District of Residence.
 - b. Approval of an interdistrict transfer permit by the District of Residence does not guarantee approval by the District of Attendance. All permits received by the District of Attendance will be approved or denied pursuant to its board policies.
 - c. Any interdistrict transfer permit approved by the District of Attendance may be revoked pursuant to the specific interdistrict attendance policies in place at that District.
 - d. Interdistrict transfer permits are valid only for the school year that they are issued. Approval of an interdistrict transfer permit does not create a continued right of enrollment at the District of Attendance. Pupils from the District of Residence seeking to enroll at the District of Attendance over multiple school years shall reapply for an interdistrict transfer permit every school year.
 - e. The District of Attendance shall furnish the pupils who are residents of the District of Residence and attending schools in the District of Attendance the same advantages, equipment, supplies, and services as are furnished to other pupils in attendance in its schools, excluding transportation to and from the schools.
3. **Stipulations.** Stipulations are pursuant to Board Policy and Administrative Regulation 5117, Interdistrict Attendance.
4. **Term.** This agreement is effective only for the period July 1, 2013, through June 30, 2014

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

GOVERNING BOARD OF SOLVANG ELEMENTARY SCHOOL DISTRICT

By: Comm
President

Date: 3/12/13

By: Dr. H. Schock
Secretary

Date: 3/12/13

GOVERNING BOARD OF ORCUTT UNION SCHOOL DISTRICT

By: _____
President

Date: _____

By: _____
Secretary

Date: _____



HUMAN RESOURCES MEMORANDUM

TO: Bob Bush

FROM: Jan Yanagisako

BOARD MEETING DATE: April 10, 2013

BOARD AGENDA ITEM: 2012/2013 Resolution No. 12, Classified Layoffs

BACKGROUND: Once again we are faced with the uncertainties relating to SIP funding and student transportation needs. Therefore six SIP funded part time PE Instructional Assistants, two part time bus attendants and one part time driver will be placed on lay off. In addition the District will not be renewing the transportation contract with Blockman Union School District for 2013/2014 resulting in the layoff of one part time bus driver. Effective January 1, 2013 Education Code has changed the classified employee layoff notification period from 45 to 60 days.

RECOMMENDATION: Staff recommends that the Board of Trustees adopt 2012/2013 Resolution No. 12, Classified Layoffs as submitted.

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

2012/2013 RESOLUTION NO. 12

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

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

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

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

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

AYES:

NOES:

ABSTENTIONS:

ABSENT:

DATED: _____

BOARD OF TRUSTEES
ORCUTT UNION SCHOOL DISTRICT

By: _____
Jan Zilli, Board President

ORCUTT UNION SCHOOL DISTRICT
EXHIBIT A TO 2012/2013 RESOLUTION NO. 12

<u>SERVICED OR PROGRAMS TO BE ELIMINATED OR REDUCED</u>	POSITIONS FTE
Eliminate (2) part-time Bus Attendants	-.53
Eliminate (1) part-time Bus Driver	-.52
Eliminate (1) part-time Driver	-.13
Eliminate (6) part-time PE Instructional Assistants	-1.47
Total	-2.65



HUMAN RESOURCES MEMORANDUM

TO: Bob Bush

FROM: Jan Yanagisako

BOARD MEETING DATE: April 10, 2013

BOARD AGENDA ITEM: 2013/2014 Resolution No. 13, Day of the Teacher
2013/2014 Resolution No. 14, Classified School Employees Week

BACKGROUND: Annually the Board of Trustees and Administrators formally recognizes the many outstanding contributions and services provided by the district's Certificated and Classified employees.

RECOMMENDATION: It is recommended that the Board of Trustees adopt 2013/2014 Resolution No. 13, *Day of the Teacher (May 8, 2013)* and 2013/2014 Resolution No. 14, *Classified School Employees Week (May 19-25, 2013)*.

Orcutt Union School District
Orcutt, California

2012/2013 Resolution No. 13
Day of the Teacher
May 8, 2013

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

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

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

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

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

Now Therefore, Be It Resolved, we the Board of Trustees and Administrators of the Orcutt Union School District, proclaim May 8, 2013, as "Day of the Teacher" in Orcutt, California, and urge all Orcutt citizens to participate in an observance that expresses their appreciation of our dedicated teaching staff.

Passed And Adopted by the Board of Trustees of the Orcutt Union School District, County of Santa Barbara, State of California, at a regular meeting, the 10th day of April, 2013.

Ayes:

President

Noes:

Absent:

Clerk

Member

Member

Member

Orcutt Union School District

Orcutt, California

2012/2013 Resolution No. 14 "Classified School Employees Week"

WHEREAS, the California public schools employ approximately 240,000 classified staff, about half of whom are in full-time positions and about half in part-time positions; and many classified employees, perhaps the largest share, serve in paraprofessional capacities, most providing direct assistance to certificated faculty in the classroom and giving students the type of individual attention and support they need to succeed academically;

WHEREAS, other classified employees perform vital clerical and office support functions without which local school sites, as well as district and regional headquarters, simply could not operate, and without which many students would not receive important educational and health-related services; still other classified employees are involved with cafeteria and other nutrition-related programs, serving California students many millions of meals and snacks each year which enable those students to then focus their attentions on learning, not on hunger pains; yet another large group of classified employees provides school transportation services, skillfully moving more than one million students each day from home to school and to school-related activities, and compiling an unparalleled public transportation safety record; and many classified employees perform custodial services, ensuring that thousands of school buildings and grounds statewide are clean, safe, and well maintained and that, thus, the public's substantial investment in these facilities is protected;

WHEREAS, efficient and effective support and ancillary services are essential ingredients to enable excellent teaching, sound administration, and high achievement by students; and one of the Orcutt Union School District Board of Trustee's goals is "to create strong, effective schools that provide a wholesome learning environment through incentives that cause a high standard of student accomplishment as measured by a valid, reliable accountability system," and a strong system of classified service in the public schools is critical to that mission's realization;

NOW THEREFORE, BE IT RESOLVED, that the Orcutt Union School District Board of Trustees and Administrators proclaims the week of May 19-25, 2-13 as *Classified School Employee Week* in Orcutt, in recognition of the many outstanding contributions and services provided by this district's classified employees.

PASSED AND ADOPTED by the Board of Trustees of the Orcutt Union School District, County of Santa Barbara, State of California, at a regular meeting, the 10th day of April, 2013.

Ayes:

President

Noes:

Clerk

Absent:

Member

Member

Member

Board Report

District 16 -- Orcutt Union

Fund 01 -- General Fund

As of 3/31/2013

	Beginning Bal/ WrkBudget	Month-To-Date Actual	Year-To-Date Actual	Year-To-Date Encumbrances	Ending Bal/ Remaining Bal
9110 -- Cash in County Treasury	346,746.16	(8,158.07)	3,003,831.38	0.00	3,350,577.54
9130 -- Revolving Cash/Fiscal Agent	13,928.00	0.00	0.00	0.00	13,928.00
9200 -- Accounts Receivable	6,947,163.73	0.00	(6,947,163.73)	0.00	0.00
9310 -- Due from Other Funds	192,331.38	0.00	(162,331.38)	0.00	30,000.00
9320 -- Stores	7,094.65	0.00	0.00	0.00	7,094.65
9330 -- Prepaid Expenditures (Expenses)	15,912.05	0.00	(15,912.05)	0.00	0.00
Total Assets	7,523,175.97	(8,158.07)	(4,121,575.78)	0.00	3,401,600.19
9500 -- Accounts Payable (Current Liabilities)	601,670.62	1,464.34	(594,456.09)	0.00	7,214.53
9610 -- Due to Other Funds	745,903.02	0.00	(745,903.02)	0.00	0.00
9650 -- Deferred Revenue	4,319.43	0.00	(4,319.43)	0.00	0.00
Total Liabilities	1,351,893.07	1,464.34	(1,344,678.54)	0.00	7,214.53
Fund Balance (Beginning Balance/Actual)	6,171,282.90	0.00	0.00	0.00	3,394,385.66
9791 -- Net Beginning Balance	6,171,282.90	0.00	6,171,282.90	0.00	6,171,282.90
8010 -- Revenue Limit Sources	22,795,805.00	(227,071.89)	11,778,409.04	0.00	11,017,395.96
8100 -- Federal Revenue	1,367,746.75	198,027.00	608,829.75	0.00	758,917.00
8300 -- Other State Revenues	5,470,892.58	121,397.00	2,867,660.55	0.00	2,603,232.03
8600 -- Other Local Revenue	1,498,373.22	169,303.33	1,182,922.87	0.00	315,450.35
8910 -- Other Financing Sources	459,668.00	0.00	452,092.28	0.00	7,575.72
8980 -- Contributions	0.00	0.00	0.00	0.00	0.00
Total Revenues	31,592,485.55	261,655.44	16,889,914.49	0.00	14,702,571.06
1000 -- Certificated Personnel Salaries	16,439,104.56	989.00	9,963,318.51	0.00	6,475,786.05
2000 -- Classified Personnel Salaries	5,185,002.47	0.00	3,247,484.86	0.00	1,937,517.61
3000 -- Employee Benefits	6,625,308.47	(11,167.10)	3,755,025.55	0.00	2,870,282.92
4000 -- Books and Supplies	2,388,860.81	106,002.11	867,811.47	291,092.57	1,229,956.77
5000 -- Services and Other Operating Expenditures	2,412,821.10	155,795.56	1,650,339.98	744,375.79	18,105.33
6000 -- Capital Outlay	180,000.00	(457.16)	122,048.56	7,295.00	50,656.44
7000 -- Other Outgo & Transfers Out	554,803.00	20,115.44	60,782.80	0.00	494,020.20
Total Expenditures	33,785,900.41	271,277.85	19,666,811.73	1,042,763.36	13,076,325.32
Fund Balance (Budget/Actual)	3,977,868.04	0.00	3,394,385.66	0.00	0.00

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

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

2013

District: Orcutt Union School District

Name of person completing this form: Alice Salazar

Title of person completing this form: Administrative Assistant

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

April 10, 2013

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		
Valenzuela/CAHSEE intensive instruction and services	0		
TOTALS	0	0	0

Signature of district superintendent

Date