

ORCUTT UNION SCHOOL DISTRICT  
Regular Meeting of the Board of Trustees  
Wednesday, March 14, 2012  
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. Olga Reed Student Presentation – Museum of Tolerance Trip

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.

1. Interim Financial Report Analysis and Recommendations

F. Public Hearing – None

**CONSENT AGENDA ITEMS**

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

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

- A. Classified Personnel Action Report
- B. Certificated Personnel Action Report
- C. Approval of Warrants
- D. Minutes, Regular Meeting of February 8, 2012
- E. Minutes, Special Meeting of February 23, 2012
- F. Minutes, Special Curriculum Meeting of February 29, 2012
- G. Interdistrict Attendance Agreement Requests 2011/2012
- H. Interdistrict Attendance Agreement Requests 2012/2013
- I. Board Policy 5148, Child Care and Development for second reading
- J. Board Policy 6170.1, Transitional Kindergarten for second reading
- K. Board Policy 5111, Admission for second reading
- L. Hiring of Additional Coaches for 2011/2012 School Year
- M. Certification of Coaches for 2011/2012 School Year
- N. Youth Leagues Facility Use Agreements

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

Moved \_\_\_\_\_

Second \_\_\_\_\_

Vote \_\_\_\_\_

**ITEMS SCHEDULED FOR ACTION**

**A. GENERAL**

1. Acceptance of Gifts

Alice Shaw School received a donation of \$50 from American Legion Post 534 to be used for music supplies. Joe Nightingale School received a donation of 700 gift certificates from Sprinkles and Scoops to be used for Student Recognition Awards. A copy of *It's Not Easy Being a Pelican* was donated by Evelyn Dabritz and the Morro Bay National Estuary Program to Alice Shaw, Joe Nightingale, Patterson Road, Pine Grove, Ralph Dunlap and Olga Reed schools.

It is recommended that the Board of Trustees accept these gifts and direct that a letter of acceptance and appreciation be forwarded to American Legion Post 534, Sprinkles and Scoops and Evelyn Dabritz and the Morro Bay National Estuary Program.

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

**B. BUSINESS**

1. Second Interim Report 2011/2012

It is recommended that the Board of Trustees approve the Second Interim Report 2011/2012 as presented and authorize the filing of a positive certification with the Santa Barbara County Education Office. A copy of the Second Interim Report 2011/2012 is available for review at the District Office, 500 Dyer Street, Orcutt, CA. Monday-Friday between the hours of 7:30 a.m. to 4:30 p.m.

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

2. Audit Services Contract

It is recommended that the Board of Trustees authorize staff to enter into a contract, as presented, with Moss, Levy & Hartzheim LLP for audit services for 2011/2012.

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

**C. PERSONNEL**

1. Ratification of CSEA Contract and Public Disclosure of Collective Bargaining Agreement

It is recommended that the Board of Trustees approve the negotiated changes to the contract with the California School Employees' Association (CSEA).

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

2. Ratification of OEA Contract and Public Disclosure of Collective Bargaining Agreement

It is recommended that the Board of Trustees approve the negotiated changes to the contract with the Orcutt Educators' Association.

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

**ITEMS SCHEDULED FOR INFORMATION/DISCUSSION**

1. Board Financial Report
2. Administrative Regulation 1340, Access to District Records
3. Administrative Regulation 4112.23, Special Education Staff
4. Administrative Regulation 5111.1, District Residency
5. Administrative Regulation 5111.12, Residency Based on Parent/Guardian Employment
6. Deletion of Administrative Regulation 5111.13, Residency for Homeless Children
7. Items from the Board

**GENERAL ANNOUNCEMENTS**

Unless otherwise noticed, the next regular board meeting is scheduled for Wednesday, April 4, 2012, 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.*



## Santa Barbara County Education Office

4400 Cathedral Oaks Road, P.O. Box 6307, Santa Barbara, California 93160-6307  
(805) 964-4711 • FAX: (805) 964-4712 • Direct Dial: 964-4710 plus extension

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January 17, 2012

SBAS-8385

**Period Ended  
October 31, 2011**

TO: Orcutt Union School District

FROM: Gary J. Pickavet, Assistant Superintendent  
Administrative Services

SUBJECT: **Interim Financial Report Analysis and Recommendations**

As required by Education Code Section 42131, our office has reviewed your district's interim report for the period ended Oct. 31, 2011.

We have notified the State Department of Education and the State Controller that your district has filed a positive certification with our office. Based on our analysis of the financial information submitted by Bob Bush, Superintendent, we concur with your district's certification. Our comments or technical corrections, if any, have been sent to your district's chief business official.

If you have any questions, please feel free to contact your district financial advisor or Priscilla Diamond at ext. 5237.

clc  
attachments

cc: District Financial Adviser

Classified Personnel Action Report  
March 14, 2012

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
District	Custodian				02/17/12	Resignation
Campus Connection	Accounting Clerk			\$105/mo	02/01/12	1 additional Professional Growth Increment = 3 total
Joe Nightingale	Inst Assistant I	11/6	3.50	\$15.46/hr	03/05/12	Temporary Assignment
Campus Connection	Child Care Assistant				02/01/12-06/14/12	Request Unpaid Medical Leave of Absence
Pine Grove	Custodian				04/02/12-04/06/12	Request Military Leave of Absence
Alice Shaw	Inst Assistant I			\$125/mo	04/01/12	Longevity – 10 years
Child Nutrition	Child Nutrition Worker			\$9.66/hr	02/14/12	Substitute

# ORCUTT UNION SCHOOL DISTRICT

## Certificated Personnel Action Report

**TO:** Robert Bush  
District Superintendent

**FROM:** Jan Yanagisako  
Assistant Superintendent, Human Resources

**DATE:** Board Meeting of March 14, 2012

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

<i>SCHOOL</i>	<i>CLASS/STEP</i>	<i>EFFECTIVE DATE</i>	<i>ACTION INFORMATION</i>
Nightingale	Extra Duty	1/17-1/31/12	Intervention, 6.25 hrs
Lakeview	Extra Duty	1/19/12	Intervention, 1 hr
Shaw	V-8	6/29/12	Release/Non-Reelection
Patterson	IV-11	6/29/12	Release/Non-Reelection
District	Hourly	1/11-1/12/12 1/17-1/31/12	Home & Hospital, 4 hrs Intervention, 10 hrs
Nightingale	Extra Duty	1/19-1/31/12	Intervention, 6.25 hrs
Nightingale	V-6	6/29/12	Release/Non-Reelection
Nightingale	Extra Duty	1/24-1/26/12	Intervention, 2.5 hrs
Nightingale	Extra Duty	1/17-1/31/12	Intervention, 6.25 hrs
Shaw	Extra Duty	1/12-1/26/12	Intervention, 4 hrs
Olga Reed	Hourly	1/21-1/28/12	Migrant Program, 16 hrs
Nightingale	Extra Duty	1/17-1/31/12	Intervention, 8.75 hrs
Nightingale	Extra Duty	1/17-1/31/12	Intervention, 6.25 hrs
Nightingale	Extra Duty	1/17-1/31/12	Intervention, 6.25 hrs
Patterson	V-20	6/29/12	Release/Non-Reelection
Lakeview	Hourly	1/10-1/31/12	Detention, 7 hrs
Nightingale	Hourly	1/17-1/31/12	Intervention, 11 hrs
District	Hourly	1/3-1/26/12	Tech Support, 37 hrs
Nightingale	Extra Duty	1/17-1/31/12	Intervention, 5 hrs
Lakeview	V-3	6/29/12	Release/Non-Reelection
Olga Reed	V-11	6/29/12	Release/Non-Reelection

\*To be prorated

<i><b>SCHOOL</b></i>	<i><b>CLASS/STEP</b></i>	<i><b>EFFECTIVE DATE</b></i>	<i><b>ACTION INFORMATION</b></i>
Shaw	Hourly	1/9-1/31/12	Computer Intervention, 12 hrs
Orcutt	III-1	3/2/12	Long term sub balance of year, retro pay to 11/14/11
Patterson	Hourly	6/29/12	Release/Non-Reelection
Pine Grove	Hourly	1/20/12	ELC, 6 hrs
District	Extra Duty	1/10-1/31/12	Intervention, 4 hrs
Nightingale	Daily	2/6-2/8/12	Assessment, 3 days
Nightingale	Hourly	6/29/12	Release/Non-Reelection
Nightingale	Hourly	1/30-1/31/12	Overage, 5hrs
Nightingale	Extra Duty	1/17-1/31/12	Intervention, 6.25 hrs
Nightingale	Extra Duty	1/17-1/31/12	Intervention, 6.25 hrs
Orcutt	Stipend	02/01/12	Cheer Advisor
District	Daily	2/16/12	Sub Principal, 1 day
District	Hourly	1/20/12	ELD, 5.5 hrs
Lakeview	Extra Duty	1/10-1/31/12	Intervention, 3 hrs
Dunlap	IV-3	2012-13	Prob 2
Pine Grove	V-15	6/29/12	Release/Non-Reelection
Shaw	VI-14	6/29/12	Release/Non-Reelection
District	Hourly	1/19-1/26/12	ELD, 6 hrs
Nightingale	Extra Duty	1/17-1/31/12	Intervention, 6.25 hrs
Nightingale	Extra Duty	1/17-1/31/12	Intervention, 6.25 hrs
Nightingale	Hourly	1/17-1/31/12	Intervention, 6.25 hrs
Olga Reed	V-3	6/29/12	Release/Non-Reelection
Shaw	Extra Duty	1/9-1/31/12	Computer Lab, 5 hrs
District	Hourly	1/20/12	ELD, 5 hrs
Nightingale	Hourly	1/18-1/30/12	Intervention, 5 hrs
Lakeview	Extra Duty	1/12-1/26/12	Homework Club, 2 hrs
Nightingale	Extra Duty	1/17-1/31/12	Intervention, 6.25 hrs
Nightingale	Hourly	1/17-1/31/12	Intervention, 11.25 hrs
Nightingale	Extra Duty	1/17-1/31/12	Intervention, 8 hrs
Lakeview	VI-9	6/29/12	Release/Non-Reelection
Nightingale	Extra Duty	1/17-1/31/12	Intervention, 3.75 hrs
Dunlap	VI-20	6/29/12	Release/Non-Reelection

\*To be prorated



<b>SCHOOL</b>	<b>CLASS/STEP</b>	<b>EFFECTIVE DATE</b>	<b>ACTION INFORMATION</b>
District	Hourly	1/26-1/31/12 1/27/12	Mimi Rodeo, 2.25 hrs NWEA Proctor, 1.5 hrs
Shaw	VI-11	6/29/12	Release/Non-Reelection
Nightingale	Extra Duty	1/17-1/31/12	Intervention, 7.5 hrs
District	Hourly	1/10-1/31/12	Beginning Strings, 11.5 hrs
District	Hourly	1/20/12	ELD, 6 hrs
Olga Reed	V-6	6/29/12	Release/Non-Reelection
District	Extra Duty	1/25/12	Curriculum Meeting, 3.5 hrs
District	Hourly	1/4-1/23/12	District Support Services, 30.5 hrs
Nightingale	Hourly	6/29/12	Release/Non-Reelection
Pine Grove	Extra Pay	1/3-1/31/12	Preschool, 25 hrs
Nightingale	Hourly	1/19/12	Tech Sysop
Nightingale	V-4	2012-13	Permanence
Nightingale	V-5	6/29/12	Release/Non-Reelection
District	Hourly	1/20/12	ELD, 5 hrs

\*To be prorated

## Warrants

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

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

**ORCUTT UNION SCHOOL DISTRICT  
BOARD OF TRUSTEES  
REGULAR MEETING  
February 8, 2012**

**CALL TO ORDER**

A regular meeting of the Board of Trustees of the Orcutt Union School District was held on Wednesday, February 8, 2012 beginning with Mr. Buchanan calling Public Session to order at 6:52 p.m. Members Present: Peterson Buchanan, Hatch Meissner and Zilli. Absent: None. Administrators Present: Bush and Yanagisako. Absent: Ochej and Edds. It was moved by Jim Peterson, seconded by Kathy Meissner and carried to adjourn the meeting to Closed Session at 6:54 p.m.

**RECONVENE TO PUBLIC SESSION**

The meeting was reconvened to Public Session at 7:15 p.m. Bob Hatch led the Pledge of Allegiance.

**PUBLIC REPORT ON ACTION TAKEN IN CLOSED SESSION**

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

**SUPERINTENDENT'S REPORT**

Dr. Francoise introduced Mr. Green, a Shaw 2<sup>nd</sup> grade teacher, whose students gave a short ukulele concert. Clarissa Camacho, a 6<sup>th</sup> grade student reported on the Author-Go-Round she recently attended and Thomas Apel (5<sup>th</sup> grade) and Avery Roberts-Bolton (6<sup>th</sup> grade) reported on the Role of Student Council at Alice Shaw School.

**PUBLIC COMMENT**

None

**PUBLIC HEARING**

None.

**CONSENT AGENDA ITEMS**

- A. Classified Personnel Action Report
- B. Certificated Personnel Action Report
- C. Approval of Warrants
- D. Minutes, Regular Meeting, January 11, 2012
- E. Amended Minutes, Regular Meeting, October 12, 2011
- F. Minutes, Special Meeting, January 31, 2012
- G. Interdistrict Attendance Agreement Requests 2011/2012
- H. Board Policy 1113, District and School Web Sites for second reading

It was moved by Bob Hatch, seconded by Jan Zilli and carried to approve Consent Agenda Items A through H as submitted.

**ITEMS SCHEDULED FOR ACTION**

**Trips**

It was moved by Kathy Meissner, seconded by Jan Zilli and carried to approve the trip to the Museum of Tolerance in Los Angeles, CA. on March 2, 2012 by the 7<sup>th</sup> and 8<sup>th</sup> grade students at Olga Reed School.

**Gifts**

It was moved by Jim Peterson, seconded by Jan Zilli and carried to accept the gifts and directed that a letter of acceptance and appreciation be forwarded to Driscoll's Berries

**SchoolinSites Contract**

It was moved by Bob Hatch, seconded by Jim Peterson and carried to approve the SchoolinSites contract for web hosting in the amount of \$18,630 and the SchoolinSites contract for e-mailing/archiving in the amount of \$1,260 for a total of \$19,890.

**Orfaela Grant**

It was moved by Jan Zilli, seconded by Kathy Meissner and carried to approve the grant award, as presented.

Approval of Change Order for Ralph Dunlap Hardcourt Improvements

It was moved by Jim Peterson, seconded by Bob Hatch and carried to approve the change order that results in a total project cost of \$152,215.18 with an additional 10% contingency of \$15,221.52 added for further unforeseen conditions for a total of \$167,437.00.

Board Policy 5148, Child Care and Development

It was moved by Bob Hatch, seconded by Kathy Meissner and carried to adopt Board Policy 5148, Child Care and Development for first reading and that it be placed on the next Consent Agenda for second reading.

**ITEMS SCHEDULED FOR INFORMATION/DISCUSSION**

Anything out of the ordinary on the Board Financial Report will be addressed by Marysia in the Friday Memo to the Board.

Administration Regulation 5148, Child Care and Development was presented for approval.

It was moved by Jan Zilli, seconded by Jim Peterson and carried to cast a Board vote for Dr. Jack Garvin for 2012 CSBA Delegate Assembly.

The Board requested an update on the Intervention Program to include the selection process, number of students currently enrolled, and the length of time each student remained in the program. Also requested was a report on Compass Learning by each principal. Marysia was asked to report on the free energy audits being conducted.

**GENERAL ANNOUNCEMENTS**

The next regular board meeting is scheduled for Wednesday, March 14, 2012 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 will be held on February 29, 2012 at 6:00 p.m. in the District Office Board Room, 500 Dyer Street, Orcutt, CA.

**ADJOURN TO CLOSED SESSION**

It was moved by Jan Zilli, seconded by Bob Hatch and carried to adjourn to Closed Session.

**RECONVENE IN PUBLIC SESSION**

Public Session reconvened at 8:40 p.m. Mr. Buchanan reported that no action was taken in Closed Session.

**ADJOURN**

It was moved by Bob Hatch, seconded by Jan Zilli and carried to adjourn the Public Meeting at 8:18 p.m.

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Bob Bush, Board Secretary

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Kathleen Meissner, Clerk, Board of Trustees

**ORCUTT UNION SCHOOL DISTRICT  
BOARD OF TRUSTEES  
SPECIAL MEETING  
February 23, 2012**

**CALL TO ORDER**

A special meeting of the Board of Trustees of the Orcutt Union School District was held on Thursday, February 23, 2012 beginning with Mr. Buchanan calling Public Session to order at 1:05 p.m. Members Present: Hatch, Peterson, Buchanan, Meissner and Zilli. Absent: None. Administrators Present: Bush, Ochej, Yanagisako, Edds, Nicholson, and Majewski. Also present was legal counsel Dave Larsen. Kathy Meissner led the Pledge of Allegiance. It was moved by Kathy Meissner, seconded by Jim Peterson and carried to adjourn to Closed Session at 1:08 p.m. Public Session reconvened at 2:25 p.m. Mr. Buchanan reported that no action was taken in Closed Session.

**ADJOURN**

The meeting was adjourned at 2:26 p.m.

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Bob Bush, Board Secretary

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Kathleen Meissner, Clerk, Board of Trustees

**ORCUTT UNION SCHOOL DISTRICT  
BOARD OF TRUSTEES  
SPECIAL MEETING  
February 29, 2012**

**CALL TO ORDER**

A special curriculum meeting of the Board of Trustees of the Orcutt Union School District was held on Wednesday, February 29, 2012 beginning with Mr. Buchanan calling Public Session to order at 6:02 p.m. Members Present: Hatch, Peterson, Buchanan, Meissner and Zilli. Absent: None. Administrators Present: Bush, Ochej, Yanagisako, and Edds. Absent: None. The Pledge of Allegiance was led by Bob Hatch.

**SUPERINTENDENT'S REPORT**

Dr. Holly Edds reported on the district's GATE Program. She described how the program is currently structured, the identification process, student performance, program cost and other program design options for the Board to consider. She emphasized the need to offer staff development opportunities for teachers along with ongoing support.

**PUBLIC COMMENT**

Jennifer Reed, a Joe Nightingale parent, addressed the Board regarding the parent visitation policy.

**WRITTEN COMMUNICATION**

The Board received a thank you from Ken Parker for recognizing his contributions to the Orcutt Academy High School at the dedication ceremony. Two thanks you cards were received from Joe Nightingale staff, Diane Camacho and Barbara Brown, thanking the Board for the staff lunch and recent visitation to their school.

**ITEMS SCHEDULED FOR ACTION**

It was moved by Bob Hatch, seconded by Kathy Meissner and carried to approve the Lakeview Jr. High 8<sup>th</sup> Grade Honors Trip to Los Angeles, CA. March 14-16, 2012.

It was moved by Kathy Meissner, seconded by Jim Peterson and carried to approve the revisions to the Title III, Program Improvement Action Plan, as submitted.

It was moved by Rob Buchanan, seconded by Jan Zilli and carried to approve the Safe School Plans for Ralph Dunlap, Pine Grove, Patterson Road, Joe Nightingale, Alice Shaw, Lakeview Jr. High, Orcutt Jr. High and Olga Reed schools, as submitted.

It was moved by Jim Peterson, seconded by Jan Zilli and carried to adopt Board Policy 6170.1, Transitional Kindergarten, for first reading and that it be placed on the next Consent Agenda for second reading.

It was moved by Bob Hatch, seconded by Kathy Meissner and carried to adopt Board Policy 5111, Admission, for first reading and that it be placed on the next Consent Agenda for second reading.

It was moved by Kathy Meissner, seconded by Jim Peterson and carried to approve the five year Comcast Contract, as presented.

It was moved by Jan Zilli, seconded by Bob Hatch and carried to approve 2011/2012 Resolution No. 26 authorizing the Assistant Superintendent/Business Services to move forward and apply for grant funds with the San Joaquin Valley Air Pollution Control District to retrofit additional buses.

**ITEMS FOR INFORMATION/DISCUSSION**

Administration Regulation 5111, Admission was presented for approval.

Bob Hatch reported that he and Kathy had a nice visit at Ralph Dunlap and Rob Buchanan congratulated OCAF (Orcutt Children's Arts Foundation) for another wonderful Gala event held on February 24, 2012.

**ADJOURN TO CLOSED SESSION**

It was moved by Jan Zilli, seconded by Jim Peterson and carried to adjourn the meeting to closed session at 7:00 p.m.

**RECONVENE IN PUBLIC SESSION**

Public Session reconvened at 8:10 p.m. Mr. Buchanan reported that no action was taken in Closed Session.

**ADJOURN**

It was moved by Jim Peterson and seconded by Bob Hatch to adjourn the Public Session at 8:11 p.m.

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Bob Bush, Board Secretary

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Kathleen Meissner, Clerk, Board of Trustees



# ORCUTT UNION SCHOOL DISTRICT

## INTERDISTRICT ATTENDANCE AGREEMENT REQUESTS

### Current Monthly Requests March 13, 2012

Staff recommends the Board *approve* the following  
Inter-District Attendance Agreement Requests for the **2011-12 School Year**:

School	New Students	Students Leaving	Students New YTD
Alice Shaw			5
Joe Nightingale			25
Patterson Road	1		15
Pine Grove			4
Ralph Dunlap			14
Lakeview Junior High		2	2
Olga Reed			4
Orcutt Junior High	2		6
<b>Total</b>	<b>3</b>	<b>2</b>	<b>75</b>

Staff recommends the Board *deny* the following  
Inter-District Attendance Agreement Requests:

School	Students Entering	Students Leaving
Alice Shaw		
Joe Nightingale		
May Grisham		
Patterson Road		
Pine Grove		
Ralph Dunlap		
Lakeview Junior High		
Orcutt Junior High		
<b>Total</b>	<b>0</b>	<b>0</b>

Students denied Inter-District Attendance Agreement Requests  
to Orcutt Union School District **YTD**:

District	Denials
Blochman Union School District	
Lompoc Unified School District	
Lucia Mar School District	
Santa Maria-Bonita School District	21





# ORCUTT UNION SCHOOL DISTRICT

## INTERDISTRICT ATTENDANCE AGREEMENT REQUESTS

### Current Monthly Requests March 14, 2011

Staff recommends the Board *approve* the following  
Inter-District Attendance Agreement Requests for the **2012-13 School Year**:

School	New Students	Renewed Students	Students Leaving	Students New	YTD
Alice Shaw					
Joe Nightingale	3			3	3
Olga Reed School					
Patterson Road					
Pine Grove	2			2	2
Ralph Dunlap					
Lakeview Junior High	1			1	1
Orcutt Junior High					
<b>Total</b>	<b>6</b>	<b>0</b>		<b>6</b>	<b>6</b>

Staff recommends the Board *deny* the following  
Inter-District Attendance Agreement Requests:

School	Students Entering	Students Leaving
Alice Shaw	1	
Joe Nightingale	2	
Olga Reed		
Patterson Road		
Pine Grove		
Ralph Dunlap	4	
Lakeview Junior High		
Orcutt Junior High		
<b>Total</b>	<b>7</b>	<b>0</b>

Students denied Inter-District Attendance Agreement Requests  
to Orcutt Union School District **YTD**:

District	Denials
Blochman Union School District	
Lompoc Unified School District	
San Luis Coastal	1
Santa Maria-Bonita School District	

# ***ORCUTT UNION SCHOOL DISTRICT***

**TO:** Bob Bush  
District Superintendent

**FROM:** Jan Yanagisako  
Assistant Superintendent, Human Resources

**DATE:** March 14, 2012

**RE:** ***NOTIFICATION TO BOARD –HIRING OF ADDITIONAL COACHES  
FOR 2011-12 SCHOOL YEAR***

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**Ralph Dunlap:**

Shawn Ryan

Volunteer Track Coach Assistant – unpaid

**Lakeview Junior High:**

Jared Hart

Track Coach

**Orcutt Junior High:**

Heather Knowles

Cheer Advisor (replacing J.Rosario balance of year)

\*Volunteer coaches are required to submit similar paperwork as paid positions. They are not required to hold an ASCC certificate from the CTC but have submitted fingerprints to FBI and DOJ reportable to Orcutt Union School District

# **ORCUTT UNION SCHOOL DISTRICT**

**TO:** Robert Bush  
District Superintendent

**FROM:** Jan Yanagisako  
Assistant Superintendent, Human Resources

**DATE:** March 14, 2012

**RE:** **NOTIFICATION TO BOARD**  
**CERTIFICATION OF COACHES FOR 2011-12 SCHOOL YEAR**

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Article 5, Section 5594, of the California Administrative Code, requires that “the District Superintendent shall certify to the local Board of Trustees that the provisions in Section 5593 have been met” with respect to the selection of temporary athletic team coaches. Section 5594 also requires that “by April 1 of each year, local governing school boards shall certify to the State Board of Education that the provisions of Section 5593 have been met.” Section 5593 applies to any person serving at any grade level as a temporary athletic team coach.

All temporary coaches hired for the 2011-12 school year have been certified as meeting the provisions of Section 5593.

**Ralph Dunlap:**

Brandon Paige                      Track

**Olga Reed:**

Ron Maderas                      Girls & Boys Basketball

**Joe Nightingale:**

Jared Hart                      Track

**Patterson Road:**

Nicole Wilberg                      Track

**Pine Grove:**

Don Robertson                      Track

**Alice Shaw:**

Jared Hart                      Track

**Lakeview Junior High:**

Kristi Partida	Girls Volleyball
Rodney Streeper	Boys Volleyball
Brad Gitchell	7 <sup>th</sup> and 8 <sup>th</sup> Grade Girls Basketball
Simon Griffin	7 <sup>th</sup> Grade Boys Basketball
Rob Strickland	8 <sup>th</sup> Grade Boys Basketball
Teresa McCormack	Cheerleading
Jared Hart	Track

**Orcutt Junior High:**

Gina Sanchez	Girls Volleyball
J'Nay Hawthorne	Boys Volleyball
Sal Ruiz	7 <sup>th</sup> & 8 <sup>th</sup> Grade Girls Basketball
J'Nay Hawthorne	7 <sup>th</sup> Grade Boys Basketball
Ernie Salinas	8 <sup>th</sup> Grade Boys Basketball
Jennifer Rosario	Cheerleading
Heather Knowles	Cheerleading
Jared Hart	Track

**Unpaid Volunteer Assistant Coaches:**

Shawn Ryan	Track – Ralph Dunlap
Rose Estorga	Girls Basketball – Orcutt JH
Robert Nolan	Girls Basketball – Lakeview JH

\*Volunteer coaches are required to submit similar paperwork as paid positions. They are not required to hold an ASCC certificate from the CTC but have submitted fingerprints to FBI and DOJ reportable to Orcutt Union School District

# ***ORCUTT UNION SCHOOL DISTRICT***

## **2011-12 CERTIFICATION** **TEMPORARY ATHLETIC TEAM COACHES**

### **TO STATE BOARD OF EDUCATION:**

Title 5, California Code of Regulations, Section 5594, requires:

By April 1 of each year, each local governing school board shall certify to the State Board of Education that the provisions of Section 5593 have been met.

### **LOCAL SCHOOL BOARD CERTIFICATION:**

I hereby certify the school district has met the conditions set forth in Title 5, Sections 5593 and 5594.

Orcutt Union School District  
500 Dyer Street  
Orcutt, CA 93455

\_\_\_\_\_  
*Rob Buchanan, President*  
*Board of Trustees*

\_\_\_\_\_  
*(School District)*

\_\_\_\_\_  
*(Date)*

Return to: State Board of Education  
Department of Education  
1430 N. St.  
Sacramento, CA 95814



## BUSINESS SERVICES MEMORANDUM

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

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

**BOARD MEETING DATE:** March 14, 2012

**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 no changes requested by the youth groups.

**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

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# ORCUTT UNION SCHOOL DISTRICT

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## 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.
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 \_\_\_\_\_, 20\_\_, at Orcutt, California, by:

ORCUTT UNION SCHOOL DISTRICT  
by:

ORCUTT AMERICAN LITTLE LEAGUE  
by:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



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# ORCUTT UNION SCHOOL DISTRICT

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## 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 May Grisham 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

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# ORCUTT UNION SCHOOL DISTRICT

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## 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 (during non-school hours) access 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. The District will not permit any use that is incompatible with the 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.
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 Association. The District retains the right to utilize all fields and areas during school hours.
7. The Association shall assume full responsibility for vehicle control and parking during all hours of 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 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 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:
  - a. 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 or expansion of the complex shall be undertaken by the Association only upon prior 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 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 this Agreement.

22. This Agreement may be terminated by either party upon sixty (60) days written notice, which shall explain the reasons for such termination.
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 UNION SCHOOL DISTRICT  
by:

ORCUTT YOUTH SOFTBALL ASSOCIATION  
by:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

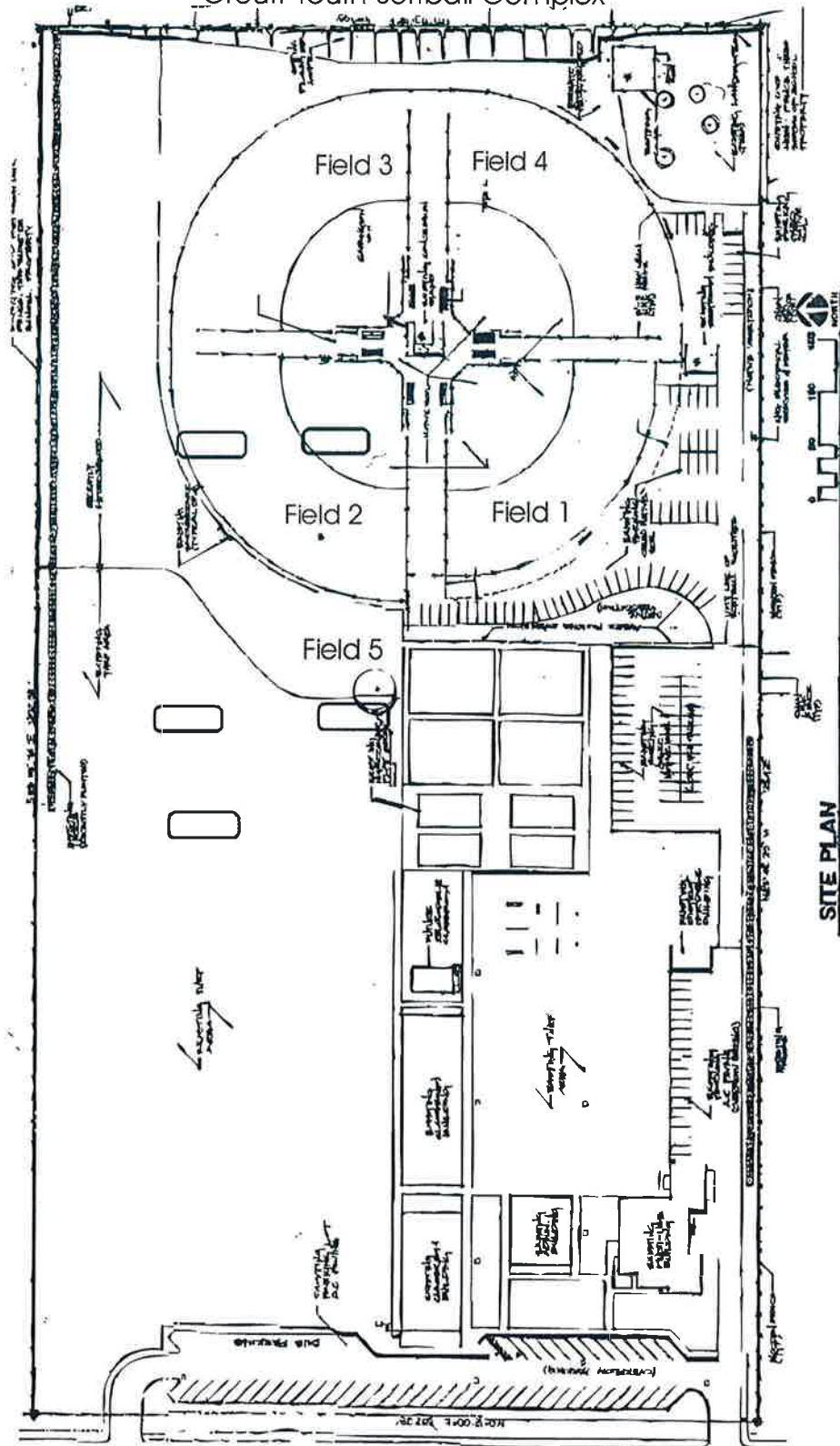
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Exhibit A

Lakeview Junior High School  
Orcutt Youth Softball Complex



## 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 are strictly prohibited on District property.
8. Dogs 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



# Alice Shaw School

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

Phone: (805) 938-8850

Fax: (805) 938-8899

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February 06, 2012

Mr. Bob Bush  
Superintendent &  
The Board of Trustees  
Orcutt Union School District  
501 Dyer St.  
Orcutt, CA 93455

Dear Mr. Bush and Board:

On behalf of Alice Shaw School, I am requesting that the Board of Trustees accept a donation of \$50.00 from American Legion Post 534.

This donation will be used to further Music education. We thank American Legion Post 534 for this donation and appreciate their support.

Sincerely,

A handwritten signature in black ink, appearing to read "J.J. Francoisse", written over a horizontal line.

Dr. J.J. Francoisse  
Principal

Cc: American Legion Post 534  
145 W. Clark Ave  
Orcutt, CA 93455





# ORCUTT UNION SCHOOL DISTRICT

## REQUEST FOR ACCEPTANCE OF GIFT

**SCHOOL:** Alice Shaw School Date: 2/6/2012

**DONOR:** Name: American Legion Post 534  
Address: 145 W Clark Ave Orcutt CA 93455  
Phone No. 805-937-0657

**GIFT:** Item Donated \_\_\_\_\_ or Cash Donation \$ 50.00  
(Fill in if money is donated)  
Designated for: Music  
General Description: \_\_\_\_\_  
Model No.: \_\_\_\_\_ Condition:  New  Used  
Value (estimated): \$50.00  
Purpose of Gift: To be used for music supplies  
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): Natalie Ortega / Office Manager  
Acceptance Approved By (Administrator):   
RECOMMENDATIONS: Principal or District Representative \_\_\_\_\_

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



# ORCUTT UNION SCHOOL DISTRICT

## REQUEST FOR ACCEPTANCE OF GIFT

**SCHOOL:** Joe Nightingale Date: 3-1-2012

**DONOR:** Name: Sprinkles and Scoops  
Address: 3420 Orcutt Road Ste. 101, Santa Maria, CA. 93455  
Phone No. 805-361-0263

**GIFT:** Item Donated Gift Certificate (700) or Cash Donation \$ N/A  
(Fill in if money is donated)  
Designated for: Student Recognition Awards  
General Description: 1 Free Ice cream cone (per certificate)  
Model No.: N/A Condition:  New  Used  
Value (estimated): \$3.00 (per certificate)  
Purpose of Gift: Student Recognition Awards  
Will gift be purchased through Business Services Office?  Yes  No  
Donor Conditions of Acceptance: None

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

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

Acceptance Requested By (OUSD Staff Member):

*Julia Kozel*

Acceptance Approved By (Administrator):

*Julia Kozel*

RECOMMENDATIONS: Principal or District Representative

*Please accept gift. As Advisor*

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:** Alice Shaw, Joe Nightingale, Patterson Road, Pine Grove, Ralph Dunlap and Olga Reed Date: 03/14/2012

**DONOR:** Name: Evelyn Dabritz and the Morro Bay National Estuary Program  
Address: 3650 Studio Drive, Cayucos, CA 93430  
Phone No. 805-995-3874

**GIFT:** Item Donated Children's Book or Cash Donation \$ \_\_\_\_\_  
(Fill in if money is donated)  
Designated for: Elementary School Library  
General Description: It's Not Easy Being a Pelican  
Model No.: \_\_\_\_\_ Condition:  New  Used  
Value (estimated): 12 books at approximately \$15 each  
Purpose of Gift: Increase knowledge of pelicans and estuaries and to promote children's literacy  
Will gift be purchased through Business Services Office?  Yes  No  
Donor Conditions of Acceptance: None

### **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): Dr. Holly Edds

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.)



## BUSINESS SERVICES MEMORANDUM

TO: Board of Trustees  
Bob Bush, Superintendent

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

BOARD MEETING DATE: March 14, 2012

BOARD AGENDA ITEM: Second Interim Report, 2011-12

BACKGROUND: Education Code 42130 provides that the district submit a Second Interim Report to the governing board of the district that covers the financial and budgetary status of the district for the period ending January 31, 2012.

Education Code 4231 (a) (1) further states that "pursuant to the reports required by Section 42130, the governing board of each school district shall certify in writing, within 45 days after the close of the period being reported, whether or not the school district is able to meet its financial obligations for the remainder of the fiscal year, and based on current forecast, for the subsequent year." In keeping with the provision, the district is providing the enclosed Second Interim Report for the governing board's review and approval.

### Current Year

Attached in this report are budgetary changes to the current year budget that show an increase in revenue of \$1.2 million and an increase in expenditures of \$114,325. The significant increase in revenue to the Revenue Limit is due to the \$250/ADA reduction being removed in the current year. Additionally, the initial proposal by the state to reduce transportation funding as a mid-year cut was changed to an increase in the revenue limit deficit factor from 19.754% to 20.404%, a .65% increase. This resulted in a reduction in Revenue Limit of approximately \$178,000 for the current year.

### Multi -Year

Significantly, on January 5, 2012 Governor Brown proposed his 2012-13 budget which significantly reduces the state general fund deficit but still leaves a gap of 9.2 billion for 2011-12 and 2012-13. The cornerstone of the governor's proposed budget assumes passage of a new tax initiative called the "Temporary Taxes to Fund Education, Guaranteed Local Public Safety Funding." If passed, the initiative would increase the state sales tax by one-half cent and would increase the income tax rate by up to 2 per cent for the state's most wealthy taxpayers.

This, in addition to other revenue sources and reductions, would ultimately help mitigate the state fiscal crisis. **Despite this increase, however, the budget proposal will only maintain programmatic funding at current levels.** The increase will be used to fund deferrals, increase special education funding and support a K-14 block grant for mandates. The proposal also incorporates major reforms to K-12 education such as increased categorical flexibility and a new weighted student formula.

The State simply moved the problem of significant mid-year potential reductions into the next year with the “trigger language” by the Governor of \$370/ADA cuts should the election fail. It is still unknown what the long term transportation shift to a deficated revenue limit might look like in the future and details keep changing in Sacramento.

Next year marks sustained reductions in education funding for the fifth year and continual threats in funding for public school education. It is important to note that while this budget represents these potential cuts, it is possible that this is not the worst case scenario as other parts of the Governor's January budget proposal may not come to fruition.

There are risks to the Governor's proposal, some of which are as follows:

- The economy is showing signs of recovery although it is still somewhat volatile.
- There are many controversial initiatives competing for the November ballot. The number of ballot initiatives could impact a voter's support of any single tax initiative.
- The California legislature may not support the proposed expenditure reductions to the health and human services areas as proposed.
- There are court challenges that could hinder the full implementation of budget reductions, such as Medi-Cal provider rate reduction that was stayed in the courts.

The January budget is a starting point for negotiations with the legislature and it appears that the State economic storm is far from over. Because of the uncertainty, the Santa Barbara County Education Office strongly advises taking the conservative approach and budget based on the revenue initiative failing. This budget conservatively reflects that scenario.

The Board of education shall certify in writing whether or not the district is able to meet its financial obligations for the remainder of the fiscal year and, based on current forecasts, for two subsequent fiscal years. The certification shall be classified as positive, qualified or negative, pursuant to standards prescribed by the Superintendent of Public Instruction.

In certifying the 2011-12 Second Interim Report as positive, the Board understands its fiduciary responsibility to maintain fiscal solvency for the current and two subsequent fiscal years.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the Second Interim Report as presented and authorize the filing of a “positive” certification with the Santa Barbara County Office of Education.

**FUNDING:**

N/A



## BUSINESS SERVICES MEMORANDUM

TO: Board of Trustees  
Bob Bush, Superintendent

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

BOARD MEETING DATE: March 14, 2012

BOARD AGENDA ITEM: Audit Services Contract

**BACKGROUND:** Education Code 41020 requires public school districts to annually conduct an audit of the district's financial records and internal operating procedures. This is accomplished through a qualified independent auditor who is responsible for completing and submitting this report to the District and the County Superintendent of Schools by December 15 of each year. While there are continuously upgraded requirements of the auditors, the fees have remained reasonable.

The last time we went to bid we only had one bidder, Moss, Levy, & Harzheim LLP. The firm has proposed to increase their fee \$1,625 for the 2011-12 audit. The history of annual audit expenditures is as follows:

Fiscal Year 2008-09	\$12,750
Fiscal Year 2009-10	\$13,325
Fiscal Year 2010-11	\$13,925
Fiscal Year 2011-12	\$15,550

**RECOMMENDATION:** It is recommended that the Board of Trustees authorize staff to enter into a contract, as presented, with Moss, Levy & Hartzheim LLP for audit services for 2011-12.

**FUNDING:** General Fund



# MOSS, LEVY & HARTZHEIM LLP

CERTIFIED PUBLIC ACCOUNTANTS

**PARTNERS**

RONALD A LEVY, CPA  
CRAIG A HARTZHEIM, CPA  
HADLEY Y HUI, CPA

802 EAST MAIN  
SANTA MARIA, CA 93454  
TEL: 805.925.2579  
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March 1, 2012

Board of Trustees  
Orcutt Union School District  
500 Dyer Street  
Orcutt, CA 93455

We are pleased to confirm our understanding of the services we are to provide Orcutt Union School District for the year ended June 30, 2012. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements, of Orcutt Union School District as of and for the year ended June 30, 2012. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Orcutt Union School District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Orcutt Union School District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedules
- 3) OPEB

We have also been engaged to report on supplementary information other than RSI that accompanies Orcutt Union School District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- 1) Schedule of expenditures of federal awards
- 2) Nonmajor Governmental Funds Financial Statements
- 3) Individual Nonmajor Funds Budgetary Comparison Schedules
- 4) Organization
- 5) Additional schedules and related notes

**Audit Objectives**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report

**OFFICES: BEVERLY HILLS · CULVER CITY · SANTA MARIA**

on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements; noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the financial statements or the Single Audit compliance opinions are other than unqualified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

### **Management Responsibilities**

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the Orcutt Union School District and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.



You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on May 15, 2012. You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

#### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

#### **Audit Procedures—Internal Controls**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance

matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Orcutt Union School District's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Orcutt Union School District's major programs. The purpose of these procedures will be to express an opinion on Orcutt Union School District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

### **Engagement Administration, Fees, and Other**

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Moss, Levy & Hartzheim LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to county or state agencies, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Moss, Levy & Hartzheim LLP

personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.


We expect to begin our audit on approximately May 15, 2012 and to issue our reports no later than December 15, 2012. Ron A. Levy is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$14,550. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2008 peer review accompanies this letter.

We appreciate the opportunity to be of service to Orcutt Union School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

MOSS, LEVY & HARTZHEIM LLP

  
Ron A. Levy, CPA

RESPONSE:

This letter correctly sets forth the understanding of Orcutt Union School District.

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

Title: \_\_\_\_\_

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



**POWELL & SPAFFORD, LLP**  
CERTIFIED PUBLIC ACCOUNTANTS

Jessie C. Powell, CPA  
Patrick D. Spafford, CPA

Licensed by the California Board of Accountancy  
Members American Institute of Certified Public Accountants

### System Review Report

To the Partners of  
Moss, Levy & Hartzheim, LLP  
and the Peer Review Committee of the State of California

We have reviewed the system of quality control for the accounting and auditing practice of Moss, Levy & Hartzheim, LLP (the firm) in effect for the year ended December 31, 2008. Our review was conducted in accordance with standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Moss, Levy & Hartzheim, LLP in effect for the year ended December 31, 2008, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency (ies)* or *fail*. Moss, Levy & Hartzheim, LLP has received a peer review rating of *pass*.

*Powell & Spafford, LLP*

July 24, 2009



## MEMORANDUM

**TO:** Bob Bush, Superintendent

**FROM:** Don Nicholson, Principal/District Negotiations Team Lead

**BOARD MEETING DATE:** March 14, 2012

**BOARD AGENDA ITEM:** Ratification of CSEA Contract and  
Public Disclosure of Collective Bargaining Agreement

**BACKGROUND:** A tentative agreement has been reached with the California School Employees' Association (CSEA) for a three year contract effective September 1, 2011 through August 31, 2014.

Before entering into a written agreement with a collective bargaining unit, the district shall disclose at a public meeting the costs to be incurred under the agreement for the current and subsequent years in a format established for this purpose (Ref. Govt. Code 3457.5(a)). In addition, the District Superintendent and Assistant Superintendent of Business Services have certified, in writing, the costs incurred under the collective bargaining agreement (Ref. Govt. Code 3457.5(b)).

To fulfill this collective bargaining agreement disclosure requirement, we have attached the Public Disclosure of Collective Bargaining Agreement form including the multi-year projections as required by the Santa Barbara County Office of Education. This disclosure includes the 2011-12 collective bargaining agreements for the Orcutt Educators' Association (OEA) and California School Employees' Association (CSEA).

Costs include an increase in health and welfare and step. Total cost to the district for Health & Welfare is \$93,885 and for Step is \$43,651.

**RECOMMENDATION:** It is recommended that the Board of Trustees approve the negotiated contract with the California School Employees' Association effective September 1, 2011.

**FUNDING:** The increased costs apply to the General Fund, Charter School Fund, Child Development Fund (Preschool) and the Cafeteria Special Revenue Fund.

**Santa Barbara County Education Office  
School Business Advisory Services**

**PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT**

**in accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449**

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

The proposed agreement covers the period beginning: September 1, 2011 and ending: August 31, 2014  
(date) (date)

The Governing Board will act upon this agreement on: March 14, 2012  
(date)

**A. Proposed Change in Compensation**

Compensation  All Funds - Combined	Annual Cost Prior to Proposed Agreement		Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for multiyear and overlapping agreements only)					
			Year 1 Increase/(Decrease)		Year 2 Increase/(Decrease)		Year 3 Increase/(Decrease)	
	FY	2011 -2012	FY	2011-2012	FY	-	FY	-
1. <b>Salary Schedule</b> Including Step and Column	\$	4,082,307	\$	-	\$	-	\$	-
				0.00%		0.00%		0.00%
2. <b>Other Compensation</b> Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	\$	-	\$	-	\$	-	\$	-
<b>Description of other compensation</b>								
3. <b>Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.</b>	\$	865,980	\$	-	\$	-	\$	-
				0.000%		0.00%		0.00%
4. <b>Health/Welfare Plans</b>	\$	828,347	\$	93,885	\$	-	\$	-
				11.33%		0.00%		0.00%
5. <b>Total Compensation</b> Add Items 1 through 4 to equal 5	\$	5,776,635	\$	93,885	\$	-	\$	-
				1.625%		0.00%		0.00%
6. <b>Total Number of Represented Employees</b> (Use FTEs if appropriate)		133.85						
7. <b>Total Compensation <u>Average</u> Cost per Employee</b>	\$	43,158	\$	701	\$	-	\$	-
				1.625%		0.00%		0.00%

Orcutt Union School District  
CSEA

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

N/A

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

N/A

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

N/A

11. Does this bargaining unit have a negotiated cap for Health and Welfare Yes  No

If yes, please describe the cap amount.

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

N/A

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

N/A

Orcutt Union School District  
CSEA

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

The proposed agreement includes language that the District will pay the proportional increases to the premium costs for health benefits - continuing to pay 100 percent of the single-party premium and 80 percent of the two-party and family premiums - subject to ongoing negotiations with respect to that increase and future increases. The parties acknowledge that this is being done on a one-time non-precedent setting basis for the 2011-2012 school year subject to negotiations.

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

N/A

**F. Source of Funding for Proposed Agreement:**

1. Current Year

The proposed agreement has been approved with the 1st Interim Budget to be funded on a one-time basis from the Federal Jobs Fund, Unrestricted General Fund, and Charter School Special Revenue Fund.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

N/A

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

N/A



**G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

**Unrestricted General Fund**

Bargaining Unit:

CSEA

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement (As of 2nd Interim)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources 8010-8099	\$ 21,879,506		\$ -	\$ 21,879,506
Federal Revenue 8100-8299	\$ -		\$ -	\$ -
Other State Revenue 8300-8599	\$ 3,056,426		\$ -	\$ 3,056,426
Other Local Revenue 8600-8799	\$ 1,187,529		\$ -	\$ 1,187,529
<b>TOTAL REVENUES</b>	\$ 26,123,461		\$ -	\$ 26,123,461
<b>EXPENDITURES</b>				
Certificated Salaries 1000-1999	\$ 13,677,052	\$ -	\$ -	\$ 13,677,052
Classified Salaries 2000-2999	\$ 3,028,185	\$ -	\$ -	\$ 3,028,185
Employee Benefits 3000-3999	\$ 4,728,228	\$ -	\$ -	\$ 4,728,228
Books and Supplies 4000-4999	\$ 1,476,696		\$ -	\$ 1,476,696
Services, Other Operating Expenses 5000-5999	\$ 2,153,869		\$ -	\$ 2,153,869
Capital Outlay 6000-6999	\$ 501,373		\$ -	\$ 501,373
Other Outgo 7100-7299	\$ 81,335		\$ -	\$ 81,335
7400-7499				
Indirect/Direct Support Costs 7300-7399	\$ (108,467)		\$ -	\$ (108,467)
<b>TOTAL EXPENDITURES</b>	\$ 25,538,272	\$ -	\$ -	\$ 25,538,272
<b>OTHER FINANCING SOURCES/USES</b>				
Transfers In and Other Sources 8900-8979	\$ 159,784	\$ -	\$ -	\$ 159,784
Transfers Out and Other Uses 7600-7699	\$ 258,017	\$ -	\$ -	\$ 258,017
Contributions 8980-8999	\$ (3,191,237)	\$ -	\$ -	\$ (3,191,237)
<b>OPERATING SURPLUS (DEFICIT)*</b>	\$ (2,704,281)	\$ -	\$ -	\$ (2,704,281)
<b>BEGINNING FUND BALANCE</b>				
9791	\$ 6,190,919			\$ 6,190,919
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
<b>ENDING FUND BALANCE</b>	\$ 3,486,638	\$ -	\$ -	\$ 3,486,638
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts 9711-9730	\$ 28,422	\$ -	\$ -	\$ 28,422
Reserved for Economic Uncertainties 9770	\$ 1,011,471	\$ -	\$ -	\$ 1,011,471
Designated Amounts 9775-9780	\$ 2,446,744	\$ -	\$ -	\$ 2,446,744
Undesignated/Unappropriated Amount 9790	\$ 0	\$ -	\$ -	\$ 0

\*Net Increase (Decrease) in Fund Balance

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

Orcutt Union School District

**G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET****Restricted General Fund**

Bargaining Unit:

CSEA

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 2nd Interim)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources	8010-8099	\$ 496,514	\$ -	\$ 496,514
Federal Revenue	8100-8299	\$ 1,356,121	\$ -	\$ 1,356,121
Other State Revenue	8300-8599	\$ 1,847,488	\$ -	\$ 1,847,488
Other Local Revenue	8600-8799	\$ 242,251	\$ -	\$ 242,251
<b>TOTAL REVENUES</b>		\$ 3,942,374	\$ -	\$ 3,942,374
<b>EXPENDITURES</b>				
Certificated Salaries	1000-1999	\$ 2,867,475	\$ -	\$ 2,867,475
Classified Salaries	2000-2999	\$ 1,788,235	\$ -	\$ 1,788,235
Employee Benefits	3000-3999	\$ 1,632,492	\$ -	\$ 1,632,492
Books and Supplies	4000-4999	\$ 847,848	\$ -	\$ 847,848
Services, Other Operating Expenses	5000-5999	\$ 432,279	\$ -	\$ 432,279
Capital Outlay	6000-6999	\$ -	\$ -	\$ -
Other Outgo	7100-7299	\$ -	\$ -	\$ -
	7400-7499	\$ -	\$ -	\$ -
Indirect/Direct Support Costs	7300-7399	\$ 52,727	\$ -	\$ 52,727
<b>TOTAL EXPENDITURES</b>		\$ 7,621,055	\$ -	\$ 7,621,055
<b>OTHER FINANCING SOURCES/USES</b>				
Transfers In and Other Sources	8900-8979	\$ 109,163	\$ -	\$ 109,163
Transfers Out and Other Uses	7600-7699	\$ 298,288	\$ -	\$ 298,288
Contributions	8980-8999	\$ 3,191,237	\$ -	\$ 3,191,237
<b>OPERATING SURPLUS (DEFICIT)*</b>		\$ (676,569)	\$ -	\$ (676,569)
<b>BEGINNING FUND BALANCE</b>				
	9791	\$ 676,572		\$ 676,572
Prior-Year Adjustments/Restatements	9793/9795	\$ -		\$ -
<b>ENDING FUND BALANCE</b>		\$ 3	\$ -	\$ 3
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts	9712-9740	\$ 5	\$ -	\$ 5
Reserved for Economic Uncertainties	9770	\$ -	\$ -	\$ -
Designated Amounts	9775-9780	\$ -	\$ -	\$ -
Undesignated/Unappropriated Amount	9790	\$ (1)	\$ -	\$ (1)

\*Net Increase (Decrease) in Fund Balance

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

Orcutt Union School District

**G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET****Combined General Fund**

Bargaining Unit:

CSEA

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 2nd Interim)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources	8010-8099	\$ 22,376,020	\$ -	\$ 22,376,020
Federal Revenue	8100-8299	\$ 1,356,121	\$ -	\$ 1,356,121
Other State Revenue	8300-8599	\$ 4,903,914	\$ -	\$ 4,903,914
Other Local Revenue	8600-8799	\$ 1,429,780	\$ -	\$ 1,429,780
<b>TOTAL REVENUES</b>		\$ 30,065,835	\$ -	\$ 30,065,835
<b>EXPENDITURES</b>				
Certificated Salaries	1000-1999	\$ 16,544,527	\$ -	\$ 16,544,527
Classified Salaries	2000-2999	\$ 4,816,421	\$ -	\$ 4,816,421
Employee Benefits	3000-3999	\$ 6,360,719	\$ -	\$ 6,360,719
Books and Supplies	4000-4999	\$ 2,324,544	\$ -	\$ 2,324,544
Services, Other Operating Expenses	5000-5999	\$ 2,586,149	\$ -	\$ 2,586,149
Capital Outlay	6000-6999	\$ 501,373	\$ -	\$ 501,373
Other Outgo	7100-7299	\$ 81,335	\$ -	\$ 81,335
	7400-7499			
Indirect/Direct Support Costs	7300-7399	\$ (55,740)	\$ -	\$ (55,740)
<b>TOTAL EXPENDITURES</b>		\$ 33,159,327	\$ -	\$ 33,159,327
<b>OTHER FINANCING SOURCES/USES</b>				
Transfer In and Other Sources	8900-8979	\$ 268,947	\$ -	\$ 268,947
Transfers Out and Other Uses	7600-7699	\$ 556,305	\$ -	\$ 556,305
Contributions	8980-8999	\$ -	\$ -	\$ -
<b>OPERATING SURPLUS (DEFICIT)*</b>		\$ (3,380,850)	\$ -	\$ (3,380,850)
<b>BEGINNING FUND BALANCE</b>				
	9791	\$ 6,867,491		\$ 6,867,491
Prior-Year Adjustments/Restatements	9793/9795	\$ -		\$ -
<b>ENDING FUND BALANCE</b>		\$ 3,486,641	\$ -	\$ 3,486,641
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts	9711-9740	\$ 28,427	\$ -	\$ 28,427
Reserved for Economic Uncertainties	9770	\$ 1,011,471	\$ -	\$ 1,011,471
Designated Amounts	9775-9780	\$ 2,446,744	\$ -	\$ 2,446,744
Undesignated/Unappropriated Amount	9790	\$ (1)	\$ -	\$ (1)

\*Net Increase (Decrease) in Fund Balance

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

## Orcutt Union School District

## G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund: **Charter Schools Special Revenue Fund**  
 Bargaining Unit: **CSEA**

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 2nd Interim)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
<b>REVENUES</b>				
Federal Revenue	8100-8299	\$ 3,454,394	\$ -	\$ 3,454,394
Other State Revenue	8300-8599	\$ 414,163	\$ -	\$ 414,163
Other Local Revenues	8600-8799	\$ 145,714	\$ -	\$ 145,714
<b>TOTAL REVENUES</b>		\$ 4,014,271	\$ -	\$ 4,014,271
<b>EXPENDITURES</b>				
Certificated Salaries	1000-1999	\$ 1,851,202	\$ -	\$ 1,851,202
Classified Salaries	2000-2999	\$ 365,942	\$ -	\$ 365,942
Employee Benefits	3000-3999	\$ 657,182	\$ -	\$ 657,182
Books and Supplies	4000-4999	\$ 489,461	\$ -	\$ 489,461
Services, Other Operating Expenses	5000-5999	\$ 477,348	\$ -	\$ 477,348
Capital Outlay	6000-6999	\$ 77,000	\$ -	\$ 77,000
Other Outgo	7100-7299 7400-7499	\$ -	\$ -	\$ -
Indirect/Direct Support Costs	7300-7399	\$ -	\$ -	\$ -
<b>TOTAL EXPENDITURES</b>		\$ 3,918,135	\$ -	\$ 3,918,135
<b>OTHER FINANCING SOURCES/USES</b>				
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -
<b>OPERATING SURPLUS (DEFICIT)*</b>		\$ 96,135	\$ -	\$ 96,135
<b>BEGINNING FUND BALANCE</b>				
	9791	\$ 1,339,714		\$ 1,339,714
Prior-Year Adjustments/Restatements	9793/9795	\$ -		\$ -
<b>ENDING FUND BALANCE</b>		\$ 1,435,849	\$ -	\$ 1,435,849
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts	9711-9740	\$ 0	\$ -	\$ 0
Reserved for Economic Uncertainties	9770	\$ -	\$ -	\$ -
Board Designated Amounts	9775-9780	\$ 1,435,849	\$ -	\$ 1,435,849
Undesignated/Unappropriated Amounts	9790	\$ (0)	\$ -	\$ (0)

\*Net Increase (Decrease) in Fund Balance

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

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

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

Restricted General Fund		Amount	Explanation
Page 4b	Revenues	\$ -	
Page 4b	Expenditures	\$ -	
Page 4b	Other Financing Sources/Uses	\$ -	

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

Fund 12 - Child Development Fund		Amount	Explanation
Page 4e	Revenues	\$ -	
Page 4e	Expenditures	\$ -	
Page 4e	Other Financing Sources/Uses	\$ -	

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

Charter Schools Special Revenue Fund		Amount	Explanation
Page 4g	Revenues	\$ -	
Page 4g	Expenditures	\$ -	
Page 4g	Other Financing Sources/Uses	\$ -	

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

Additional Comments:

## Orcutt Union School District

## H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

## Unrestricted General Fund MYP

Bargaining Unit:

CSEA

Object Code	2011-12	2012-13	2013-14
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
<b>REVENUES</b>			
Revenue Limit Sources 8010-8099	\$ 21,879,506	\$ 20,700,732	\$ 20,728,929
Federal Revenue 8100-8299	\$ -	\$ -	\$ -
Other State Revenue 8300-8599	\$ 3,056,426	\$ 3,008,735	\$ 3,039,555
Other Local Revenue 8600-8799	\$ 1,187,529	\$ 1,188,569	\$ 1,189,841
<b>TOTAL REVENUES</b>	\$ 26,123,461	\$ 24,898,035	\$ 24,958,325
<b>EXPENDITURES</b>			
Certificated Salaries 1000-1999	\$ 13,677,052	\$ 13,592,166	\$ 12,207,831
Classified Salaries 2000-2999	\$ 3,028,185	\$ 3,058,251	\$ 2,759,303
Employee Benefits 3000-3999	\$ 4,728,228	\$ 4,567,178	\$ 4,328,382
Books and Supplies 4000-4999	\$ 1,476,696	\$ 939,135	\$ 952,707
Services, Other Operating Expenses 5000-5999	\$ 2,153,869	\$ 1,368,210	\$ 1,250,671
Capital Outlay 6000-6999	\$ 501,373	\$ 101,373	\$ 101,373
Other Outgo 7100-7299 7400-7499	\$ 81,335	\$ 61,001	\$ -
Indirect/Direct Support Costs 7300-7399	\$ (108,467)	\$ (108,467)	\$ (108,467)
Other Adjustments		\$ -	\$ -
<b>TOTAL EXPENDITURES</b>	\$ 25,538,272	\$ 23,578,847	\$ 21,491,799
<b>OTHER FINANCING SOURCES/USES</b>			
Transfers In and Other Sources 8900-8979	\$ 159,784	\$ 6,051	\$ 6,051
Transfers Out and Other Uses 7600-7699	\$ 258,017	\$ 258,017	\$ 258,017
Contributions 8980-8999	\$ (3,191,237)	\$ (3,245,175)	\$ (3,275,158)
<b>OPERATING SURPLUS (DEFICIT)*</b>	\$ (2,704,281)	\$ (2,177,953)	\$ (60,597)
<b>BEGINNING FUND BALANCE</b>			
9791	\$ 6,190,919	\$ 3,486,638	\$ 1,308,685
Prior-Year Adjustments/Restatements 9793/9795	\$ -		
<b>ENDING FUND BALANCE</b>	\$ 3,486,638	\$ 1,308,685	\$ 1,248,087
<b>COMPONENTS OF ENDING BALANCE:</b>			
Reserved Amounts 9711-9740	\$ 28,422	\$ 28,422	\$ 28,422
Reserved for Economic Uncertainties 9770	\$ 1,011,471	\$ 928,262	\$ 867,664
Board Designated Amounts 9775-9780	\$ 2,446,744	\$ 352,000	\$ 352,000
Undesignated/Unappropriated Amounts 9790	\$ 0	\$ 1	\$ 1

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts must be positive**

## Orcutt Union School District

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

Bargaining Unit:

CSEA

Object Code	2011-12	2012-13	2013-14
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
<b>REVENUES</b>			
Revenue Limit Sources 8010-8099	\$ 496,514	\$ 496,514	\$ 496,514
Federal Revenue 8100-8299	\$ 1,356,121	\$ 1,267,864	\$ 1,267,864
Other State Revenue 8300-8599	\$ 1,847,488	\$ 1,843,388	\$ 1,880,544
Other Local Revenue 8600-8799	\$ 242,251	\$ 242,251	\$ 242,251
<b>TOTAL REVENUES</b>	\$ 3,942,374	\$ 3,850,017	\$ 3,887,173
<b>EXPENDITURES</b>			
Certificated Salaries 1000-1999	\$ 2,867,475	\$ 2,775,385	\$ 2,803,138
Classified Salaries 2000-2999	\$ 1,788,235	\$ 1,810,052	\$ 1,832,134
Employee Benefits 3000-3999	\$ 1,632,492	\$ 1,332,371	\$ 1,340,211
Books and Supplies 4000-4999	\$ 847,848	\$ 505,364	\$ 508,820
Services, Other Operating Expenses 5000-5999	\$ 432,279	\$ 334,268	\$ 340,270
Capital Outlay 6000-6999	\$ -	\$ -	\$ -
Other Outgo 7100-7299 7400-7499	\$ -	\$ -	\$ -
Indirect/Dirrect Support Costs 7300-7399	\$ 52,727	\$ 49,469	\$ 49,469
Other Adjustments		\$ -	\$ -
<b>TOTAL EXPENDITURES</b>	\$ 7,621,055	\$ 6,806,908	\$ 6,874,043
<b>OTHER FINANCING SOURCES/USES</b>			
Transfers In and Other Sources 8900-8979	\$ 109,163	\$ 10,000	\$ 10,000
Transfers Out and Other Uses 7600-7699	\$ 298,288	\$ 298,288	\$ 298,288
Contributions 8980-8999	\$ 3,191,237	\$ 3,245,175	\$ 3,275,158
<b>OPERATING SURPLUS (DEFICIT)*</b>	\$ (676,569)	\$ (3)	\$ -
<b>BEGINNING FUND BALANCE</b>			
9791	\$ 676,572	\$ 3	\$ (0)
Prior-Year Adjustments/Restatements 9793/9795	\$ -		
<b>ENDING FUND BALANCE</b>	\$ 3	\$ (0)	\$ (0)
<b>COMPONENTS OF ENDING BALANCE:</b>			
Reserved Amounts 9711-9740	\$ 5	\$ -	\$ -
Reserved for Economic Uncertainties 9770	\$ -	\$ -	\$ -
Board Designated Amounts 9775-9780	\$ -	\$ -	\$ -
Undesignated/Unappropriated Amounts 9790	\$ (1)	\$ (0)	\$ (0)

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts must be positive**

## Orcutt Union School District

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

Bargaining Unit:

CSEA

Object Code	2011-12	2012-13	2013-14
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
<b>REVENUES</b>			
Revenue Limit Sources 8010-8099	\$ 22,376,020	\$ 21,197,246	\$ 21,225,443
Federal Revenue 8100-8299	\$ 1,356,121	\$ 1,267,864	\$ 1,267,864
Other State Revenue 8300-8599	\$ 4,903,914	\$ 4,852,123	\$ 4,920,099
Other Local Revenue 8600-8799	\$ 1,429,780	\$ 1,430,820	\$ 1,432,092
<b>TOTAL REVENUES</b>	<b>\$ 30,065,835</b>	<b>\$ 28,748,052</b>	<b>\$ 28,845,498</b>
<b>EXPENDITURES</b>			
Certificated Salaries 1000-1999	\$ 16,544,527	\$ 16,367,550	\$ 15,010,969
Classified Salaries 2000-2999	\$ 4,816,421	\$ 4,868,303	\$ 4,591,437
Employee Benefits 3000-3999	\$ 6,360,719	\$ 5,899,549	\$ 5,668,593
Books and Supplies 4000-4999	\$ 2,324,544	\$ 1,444,499	\$ 1,461,526
Services, Other Operating Expenses 5000-5999	\$ 2,586,149	\$ 1,702,479	\$ 1,590,941
Capital Outlay 6000-6999	\$ 501,373	\$ 101,373	\$ 101,373
Other Outgo 7100-7299 7400-7499	\$ 81,335	\$ 61,001	\$ -
Indirect/Direct Support Costs 7300-7399	\$ (55,740)	\$ (58,998)	\$ (58,998)
Other Adjustments		\$ -	\$ -
<b>TOTAL EXPENDITURES</b>	<b>\$ 33,159,327</b>	<b>\$ 30,385,755</b>	<b>\$ 28,365,841</b>
<b>OTHER FINANCING SOURCES/USES</b>			
Transfers In and Other Sources 8900-8979	\$ 268,947	\$ 16,051	\$ 16,051
Transfers Out and Other Uses 7600-7699	\$ 556,305	\$ 556,305	\$ 556,305
Contributions 8980-8999	\$ -	\$ -	\$ -
<b>OPERATING SURPLUS (DEFICIT)*</b>	<b>\$ (3,380,850)</b>	<b>\$ (2,177,957)</b>	<b>\$ (60,597)</b>
<b>BEGINNING FUND BALANCE</b>			
9791	\$ 6,867,491	\$ 3,486,641	\$ 1,308,685
Prior-Year Adjustments/Restatements 9793/9795	\$ -		
<b>ENDING FUND BALANCE</b>	<b>\$ 3,486,641</b>	<b>\$ 1,308,685</b>	<b>\$ 1,248,087</b>
<b>COMPONENTS OF ENDING BALANCE:</b>			
Reserved Amounts 9711-9740	\$ 28,427	\$ 28,422	\$ 28,422
Reserved for Economic Uncertainties 9770	\$ 1,011,471	\$ 928,262	\$ 867,664
Board Designated Amounts 9775-9780	\$ 2,446,744	\$ 352,000	\$ 352,000
Undesignated/Unappropriated Amounts 9790	\$ (1)	\$ 1	\$ 1

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts must be positive**



Orcutt Union School District  
CSEA

**I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES**

1. State Reserve Standard

		2011-12	2012-13	2013-14
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 33,715,632	\$ 30,942,060	\$ 28,922,146
b.	Less: Special Education Pass-Through Funds	\$ -	\$ -	\$ -
c.	Net Expenditures, Transfers Out, and Uses	\$ 33,715,632	\$ 30,942,060	\$ 28,922,146
d.	State Standard Minimum Reserve Percentage for this District Enter percentage:	3.00%	3.00%	3.00%
e.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. or \$50,000)	\$ 1,011,469	\$ 928,262	\$ 867,664

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

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9770)	\$ 1,011,471	\$ 928,262	\$ 867,664
b.	General Fund Budgeted Unrestricted Unappropriated/Undesignated Amount (9790)	\$ 0	\$ 1	\$ 1
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9770)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unappropriated/Undesignated Amount (9790)	\$ -	\$ -	\$ -
e.	Total Available Reserves	\$ 1,011,471	\$ 928,263	\$ 867,665
f.	Reserve for Economic Uncertainties Percentage	3.00%	3.00%	3.00%

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

2011-12	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2012-13	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2013-14	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

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

N/A

Orcutt Union School District  
CSEA

5. Does the Total Compensation Increase/(Decrease) on Page 1, Section A, #5 agree with the Total Increase/(Decrease) for all funds as a result of the settlement(s)? Please explain any variance.

Total Compensation Increase/(Decrease) on Page 1, Section A, #5	\$	93,885
General Fund balance Increase/(Decrease), Page 4c, Column 2	\$	-
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	\$	-
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	\$	-
Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2	\$	-
Other Fund balance Increase/(Decrease), Page 4g, Column 2	\$	-
Other Fund balance Increase/(Decrease), Page 4h, Column 2	\$	-
Total all fund balances Increase/(Decrease) as a result of the settlement(s)	\$	-
<b>Variance</b>		\$ 93,885

**Variance Explanation:**

The increase in total compensation is a result of the proposed agreement to cover the proportional increases to the premium costs for health benefits on a one-time non-precedent setting basis funded from the Federal Jobs Fund, Unrestricted General Fund, and Charter School Special Revenue Fund.

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

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

General Fund Combined	Surplus/(Deficit)	(Deficit) %	Deficit primarily due to:
2011-12 Surplus/(Deficit) before settlement(s)?	\$ (3,380,850)	(10.03%)	Declining enrollment and decline in state revenue.
2011-12 Surplus/(Deficit) after settlement(s)?	\$ (3,380,850)	(10.03%)	Declining enrollment and decline in state revenue.
2012-13 Surplus/(Deficit) after settlement(s)?	\$ (2,177,957)	(7.04%)	Declining enrollment and decline in state revenue.
2013-14 Surplus/(Deficit) after settlement(s)?	\$ (60,597)	(0.21%)	Declining enrollment and decline in state revenue.

**Deficit Reduction Plan (as necessary):**

The district is aware of its deficit spending and cuts necessary in future years to support the cost of the agreement and declining enrollment.

7. Were "Other Adjustments" amounts entered in the multiyear projections for 2012-13 and/or 2013-14?

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

MYP	Amount	"Other Adjustments" Explanation
2012-13 Unrestricted, Page 5a	\$ -	
2012-13 Restricted, Page 5b	\$ -	
2013-14 Unrestricted, Page 5a	\$ -	
2013-14 Restricted, Page 5b	\$ -	

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

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

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Official of the Orcutt Union School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from September 1, 2011 to August 31, 2014.

**Board Actions**

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

Current Year

**Budget Adjustment Categories:**

Revenues/Other Financing Sources

Expenditures/Other Financing Uses

Ending Balance(s) Increase/(Decrease)

	<b>Budget Adjustment Increase/(Decrease)</b>
\$	-
\$	-
\$	-

Subsequent Years

**Budget Adjustment Categories:**

Revenues/Other Financing Sources

Expenditures/Other Financing Uses

Ending Balance(s) Increase/(Decrease)

	<b>Budget Adjustment Increase/(Decrease)</b>
\$	-
\$	-
\$	-

**Budget Revisions**

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

**Assumptions**

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

**Certifications**

I hereby certify                       I am unable to certify

\_\_\_\_\_  
**District Superintendent  
 (Signature)**

3/14/2012  
 \_\_\_\_\_  
**Date**

I hereby certify                       I am unable to certify

\_\_\_\_\_  
**Chief Business Official  
 (Signature)**

3/14/2012  
 \_\_\_\_\_  
**Date**

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

Assumptions and Explanations (enter or attach documentation)

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

N/A

Lined area for assumptions and explanations, currently empty.

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

N/A

Lined area for concerns regarding affordability of agreement, currently empty.

**L. CERTIFICATION NO. 2: GOVERNING BOARD'S APPROVAL OF THE COLLECTIVE BARGAINING AGREEMENT**

This certification page must be signed by the President or Clerk of the district's Governing Board at the time of formal board action on the proposed agreement.

In accordance with the requirements of AB 1200 and Government Code Section 3547.5, the information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for approval.

After public disclosure of the major provisions contained in this summary, the Governing Board of the Orcutt Union School District, at its meeting on March 14, 2012, took action to approve the proposed agreement with the CSEA bargaining unit(s).

\_\_\_\_\_  
**President (or Clerk), Governing Board  
(Signature)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
Rebecca Holmes  
**Contact Person**

\_\_\_\_\_  
(805) 938-8915  
**Phone**

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



## MEMORANDUM

**TO:** Bob Bush, Superintendent

**FROM:** Don Nicholson, Principal/District Negotiations Team Lead

**BOARD MEETING DATE:** March 14, 2012

**BOARD AGENDA ITEM:** Ratification of OEA Contract and  
Public Disclosure of Collective Bargaining Agreement

**BACKGROUND:** A tentative agreement has been reached with the Orcutt Educators' Association (OEA) for a one year contract for health only effective July 1, 2011 through June 30, 2012.

Before entering into a written agreement with a collective bargaining unit, the district shall disclose at a public meeting the costs to be incurred under the agreement for the current and subsequent years in a format established for this purpose (Ref. Govt. Code 3457.5(a)). In addition, the District Superintendent and Assistant Superintendent of Business Services have certified, in writing, the costs incurred under the collective bargaining agreement (Ref. Govt. Code 3457.5(b)).

To fulfill this collective bargaining agreement disclosure requirement, we have attached the Public Disclosure of Collective Bargaining Agreement form including the multi-year projections as required by the Santa Barbara County Office of Education. This disclosure includes the 2011-12 health only collective bargaining agreements for the Orcutt Educators' Association (OEA) and California School Employees' Association (CSEA).

Costs include an increase in health and welfare and step and column. Total cost to the district and charter school for Health & Welfare is \$253,553 and for Step & Column is \$261,842.

**RECOMMENDATION:** It is recommended that the Board of Trustees approve the negotiated contract with the Orcutt Educators' Association effective July 1, 2011.

**FUNDING:** The increased costs apply to the General Fund, Charter School Fund and Child Development Fund (Preschool).

**Santa Barbara County Education Office  
School Business Advisory Services**

**PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT  
in accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449**

Name of School District: **Orcutt Union School District**  
 Name of Bargaining Unit: **Orcutt Educator's Association**  
 Certificated, Classified, Other: **Certificated (health and step and column only)**

The proposed agreement covers the period beginning: **July 1, 2011** and ending: **June 30, 2012**  
 (date) (date)

The Governing Board will act upon this agreement on: **March 14, 2012**  
 (date)

**A. Proposed Change in Compensation**

Compensation  All Funds - Combined	Annual Cost Prior to Proposed Agreement	Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for multiyear and overlapping agreements only)					
		Year 1 Increase/(Decrease)		Year 2 Increase/(Decrease)		Year 3 Increase/(Decrease)	
		FY	2011-2012	FY	-	FY	-
1. <b>Salary Schedule</b> Including Step and Column	\$ 14,550,131	\$ -	\$ -	\$ -	\$ -	\$ -	
		0.00%	0.00%	0.00%	0.00%	0.00%	
2. <b>Other Compensation</b> Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Description of other compensation</b>							
3. <b>Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.</b>	\$ 1,795,486	\$ -	\$ -	\$ -	\$ -	\$ -	
		0.000%	0.00%	0.00%	0.00%	0.00%	
4. <b>Health/Welfare Plans</b>	\$ 2,144,407	\$ 253,553	\$ -	\$ -	\$ -	\$ -	
		11.82%	0.00%	0.00%	0.00%	0.00%	
5. <b>Total Compensation</b> Add Items 1 through 4 to equal 5	\$ 18,490,024	\$ 253,553	\$ -	\$ -	\$ -	\$ -	
		1.371%	0.00%	0.00%	0.00%	0.00%	
6. <b>Total Number of Represented Employees</b> (Use FTEs if appropriate)	207.99						
7. <b>Total Compensation <u>Average</u> Cost per Employee</b>	\$ 88,899	\$ 1,219	\$ -	\$ -	\$ -	\$ -	
		1.371%	0.00%	0.00%	0.00%	0.00%	

Orcutt Union School District  
Orcutt Educator's Association

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

N/A

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

N/A

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

N/A

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

Yes  No

If yes, please describe the cap amount.

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

N/A

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

N/A



Orcutt Union School District  
Orcutt Educator's Association

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

The proposed agreement includes language that the District will pay the proportional increases to the premium costs for health benefits - continuing to pay 100 percent of the single-party premium and 80 percent of the two-party and family premiums - subject to ongoing negotiations with respect to that increase and future increases. The parties acknowledge that this is being done on a one-time non-precedent setting basis for the 2011-2012 school year subject to negotiations.

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

N/A

**F. Source of Funding for Proposed Agreement:**

1. Current Year

The proposed agreement has been approved with the 1st Interim Budget to be funded on a one-time basis from the Federal Jobs Fund, Unrestricted General Fund, and Charter School Special Revenue Fund.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

N/A

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

N/A

## Orcutt Union School District

## G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

## Unrestricted General Fund

Bargaining Unit:

Orcutt Educator's Association

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 2nd Interim)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources 8010-8099	\$ 21,879,506		\$ -	\$ 21,879,506
Federal Revenue 8100-8299	\$ -		\$ -	\$ -
Other State Revenue 8300-8599	\$ 3,056,426		\$ -	\$ 3,056,426
Other Local Revenue 8600-8799	\$ 1,187,529		\$ -	\$ 1,187,529
<b>TOTAL REVENUES</b>	\$ 26,123,461		\$ -	\$ 26,123,461
<b>EXPENDITURES</b>				
Certificated Salaries 1000-1999	\$ 13,677,052	\$ -	\$ -	\$ 13,677,052
Classified Salaries 2000-2999	\$ 3,028,185	\$ -	\$ -	\$ 3,028,185
Employee Benefits 3000-3999	\$ 4,728,228	\$ -	\$ -	\$ 4,728,228
Books and Supplies 4000-4999	\$ 1,476,696		\$ -	\$ 1,476,696
Services, Other Operating Expenses 5000-5999	\$ 2,153,869		\$ -	\$ 2,153,869
Capital Outlay 6000-6999	\$ 501,373		\$ -	\$ 501,373
Other Outgo 7100-7299 7400-7499	\$ 81,335		\$ -	\$ 81,335
Indirect/Direct Support Costs 7300-7399	\$ (108,467)		\$ -	\$ (108,467)
<b>TOTAL EXPENDITURES</b>	\$ 25,538,272	\$ -	\$ -	\$ 25,538,272
<b>OTHER FINANCING SOURCES/USES</b>				
Transfers In and Other Sources 8900-8979	\$ 159,784	\$ -	\$ -	\$ 159,784
Transfers Out and Other Uses 7600-7699	\$ 258,017	\$ -	\$ -	\$ 258,017
Contributions 8980-8999	\$ (3,191,237)	\$ -	\$ -	\$ (3,191,237)
<b>OPERATING SURPLUS (DEFICIT)*</b>	\$ (2,704,281)	\$ -	\$ -	\$ (2,704,281)
<b>BEGINNING FUND BALANCE</b>				
9791	\$ 6,190,919			\$ 6,190,919
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
<b>ENDING FUND BALANCE</b>	\$ 3,486,638	\$ -	\$ -	\$ 3,486,638
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts 9711-9730	\$ 28,422	\$ -	\$ -	\$ 28,422
Reserved for Economic Uncertainties 9770	\$ 1,011,471	\$ -	\$ -	\$ 1,011,471
Designated Amounts 9775-9780	\$ 2,446,744	\$ -	\$ -	\$ 2,446,744
Undesignated/Unappropriated Amount 9790	\$ 0	\$ -	\$ -	\$ 0

\*Net Increase (Decrease) in Fund Balance

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

Orcutt Union School District

**G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET****Restricted General Fund**

Bargaining Unit:

Orcutt Educator's Association

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement (As of 2nd Interim)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources 8010-8099	\$ 496,514		\$ -	\$ 496,514
Federal Revenue 8100-8299	\$ 1,356,121		\$ -	\$ 1,356,121
Other State Revenue 8300-8599	\$ 1,847,488		\$ -	\$ 1,847,488
Other Local Revenue 8600-8799	\$ 242,251		\$ -	\$ 242,251
<b>TOTAL REVENUES</b>	\$ 3,942,374		\$ -	\$ 3,942,374
<b>EXPENDITURES</b>				
Certificated Salaries 1000-1999	\$ 2,867,475	\$ -	\$ -	\$ 2,867,475
Classified Salaries 2000-2999	\$ 1,788,235	\$ -	\$ -	\$ 1,788,235
Employee Benefits 3000-3999	\$ 1,632,492	\$ -	\$ -	\$ 1,632,492
Books and Supplies 4000-4999	\$ 847,848		\$ -	\$ 847,848
Services, Other Operating Expenses 5000-5999	\$ 432,279		\$ -	\$ 432,279
Capital Outlay 6000-6999	\$ -		\$ -	\$ -
Other Outgo 7100-7299	\$ -		\$ -	\$ -
7400-7499				
Indirect/Direct Support Costs 7300-7399	\$ 52,727		\$ -	\$ 52,727
<b>TOTAL EXPENDITURES</b>	\$ 7,621,055	\$ -	\$ -	\$ 7,621,055
<b>OTHER FINANCING SOURCES/USES</b>				
Transfers In and Other Sources 8900-8979	\$ 109,163	\$ -	\$ -	\$ 109,163
Transfers Out and Other Uses 7600-7699	\$ 298,288	\$ -	\$ -	\$ 298,288
Contributions 8980-8999	\$ 3,191,237	\$ -	\$ -	\$ 3,191,237
<b>OPERATING SURPLUS (DEFICIT)*</b>	\$ (676,569)	\$ -	\$ -	\$ (676,569)
<b>BEGINNING FUND BALANCE</b>				
9791	\$ 676,572			\$ 676,572
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
<b>ENDING FUND BALANCE</b>	\$ 3	\$ -	\$ -	\$ 3
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts 9712-9740	\$ 5	\$ -	\$ -	\$ 5
Reserved for Economic Uncertainties 9770	\$ -	\$ -	\$ -	\$ -
Designated Amounts 9775-9780	\$ -	\$ -	\$ -	\$ -
Undesignated/Unappropriated Amount 9790	\$ (1)	\$ -	\$ -	\$ (1)

\*Net Increase (Decrease) in Fund Balance

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

Orcutt Union School District

**G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET****Combined General Fund**

Bargaining Unit:

Orcutt Educator's Association

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board-Approved Budget Before Settlement (As of 2nd Interim)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources 8010-8099	\$ 22,376,020		\$ -	\$ 22,376,020
Federal Revenue 8100-8299	\$ 1,356,121		\$ -	\$ 1,356,121
Other State Revenue 8300-8599	\$ 4,903,914		\$ -	\$ 4,903,914
Other Local Revenue 8600-8799	\$ 1,429,780		\$ -	\$ 1,429,780
<b>TOTAL REVENUES</b>	\$ 30,065,835		\$ -	\$ 30,065,835
<b>EXPENDITURES</b>				
Certificated Salaries 1000-1999	\$ 16,544,527	\$ -	\$ -	\$ 16,544,527
Classified Salaries 2000-2999	\$ 4,816,421	\$ -	\$ -	\$ 4,816,421
Employee Benefits 3000-3999	\$ 6,360,719	\$ -	\$ -	\$ 6,360,719
Books and Supplies 4000-4999	\$ 2,324,544		\$ -	\$ 2,324,544
Services, Other Operating Expenses 5000-5999	\$ 2,586,149		\$ -	\$ 2,586,149
Capital Outlay 6000-6999	\$ 501,373		\$ -	\$ 501,373
Other Outgo 7100-7299	\$ 81,335		\$ -	\$ 81,335
7400-7499				
Indirect/Direct Support Costs 7300-7399	\$ (55,740)		\$ -	\$ (55,740)
<b>TOTAL EXPENDITURES</b>	\$ 33,159,327	\$ -	\$ -	\$ 33,159,327
<b>OTHER FINANCING SOURCES/USES</b>				
Transfer In and Other Sources 8900-8979	\$ 268,947	\$ -	\$ -	\$ 268,947
Transfers Out and Other Uses 7600-7699	\$ 556,305	\$ -	\$ -	\$ 556,305
Contributions 8980-8999	\$ -	\$ -	\$ -	\$ -
<b>OPERATING SURPLUS (DEFICIT)*</b>	\$ (3,380,850)	\$ -	\$ -	\$ (3,380,850)
<b>BEGINNING FUND BALANCE</b>				
9791	\$ 6,867,491			\$ 6,867,491
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
<b>ENDING FUND BALANCE</b>	\$ 3,486,641	\$ -	\$ -	\$ 3,486,641
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts 9711-9740	\$ 28,427	\$ -	\$ -	\$ 28,427
Reserved for Economic Uncertainties 9770	\$ 1,011,471	\$ -	\$ -	\$ 1,011,471
Designated Amounts 9775-9780	\$ 2,446,744	\$ -	\$ -	\$ 2,446,744
Undesignated/Unappropriated Amount 9790	\$ (1)	\$ -	\$ -	\$ (1)

\*Net Increase (Decrease) in Fund Balance

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

## Orcutt Union School District

**G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

Enter Fund: **Charter Schools Special Revenue Fund**  
 Bargaining Unit: **Orcutt Educator's Association**

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 2nd Interim)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
<b>REVENUES</b>				
Federal Revenue	8100-8299	\$ 3,454,394	\$ -	\$ 3,454,394
Other State Revenue	8300-8599	\$ 414,163	\$ -	\$ 414,163
Other Local Revenues	8600-8799	\$ 145,714	\$ -	\$ 145,714
<b>TOTAL REVENUES</b>		\$ 4,014,271	\$ -	\$ 4,014,271
<b>EXPENDITURES</b>				
Certificated Salaries	1000-1999	\$ 1,851,202	\$ -	\$ 1,851,202
Classified Salaries	2000-2999	\$ 365,942	\$ -	\$ 365,942
Employee Benefits	3000-3999	\$ 657,182	\$ -	\$ 657,182
Books and Supplies	4000-4999	\$ 489,461	\$ -	\$ 489,461
Services, Other Operating Expenses	5000-5999	\$ 477,348	\$ -	\$ 477,348
Capital Outlay	6000-6999	\$ 77,000	\$ -	\$ 77,000
Other Outgo	7100-7299 7400-7499	\$ -	\$ -	\$ -
Indirect/Direct Support Costs	7300-7399	\$ -	\$ -	\$ -
<b>TOTAL EXPENDITURES</b>		\$ 3,918,135	\$ -	\$ 3,918,135
<b>OTHER FINANCING SOURCES/USES</b>				
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -
<b>OPERATING SURPLUS (DEFICIT)*</b>		\$ 96,135	\$ -	\$ 96,135
<b>BEGINNING FUND BALANCE</b>				
	9791	\$ 1,339,714		\$ 1,339,714
Prior-Year Adjustments/Restatements	9793/9795	\$ -		\$ -
<b>ENDING FUND BALANCE</b>		\$ 1,435,849	\$ -	\$ 1,435,849
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts	9711-9740	\$ 0	\$ -	\$ 0
Reserved for Economic Uncertainties	9770	\$ -	\$ -	\$ -
Board Designated Amounts	9775-9780	\$ 1,435,849	\$ -	\$ 1,435,849
Undesignated/Unappropriated Amounts	9790	\$ (0)	\$ -	\$ (0)

\*Net Increase (Decrease) in Fund Balance

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

## Orcutt Union School District

**G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**

Enter Fund:

Bargaining Unit:

Orcutt Educator's Association

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 2nd Interim)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
<b>REVENUES</b>				
Federal Revenue 8100-8299	\$ -		\$ -	\$ -
Other State Revenue 8300-8599	\$ -		\$ -	\$ -
Other Local Revenue 8600-8799	\$ -		\$ -	\$ -
<b>TOTAL REVENUES</b>	\$ -		\$ -	\$ -
<b>EXPENDITURES</b>				
Certificated Salaries 1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries 2000-2999	\$ -	\$ -	\$ -	\$ -
Employee Benefits 3000-3999	\$ -	\$ -	\$ -	\$ -
Books and Supplies 4000-4999	\$ -		\$ -	\$ -
Services, Other Operating Expenses 5000-5999	\$ -		\$ -	\$ -
Capital Outlay 6000-6999	\$ -		\$ -	\$ -
Other Outgo 7100-7299	\$ -		\$ -	\$ -
7400-7499	\$ -		\$ -	\$ -
Indirect/Direct Support Costs 7300-7399	\$ -		\$ -	\$ -
<b>TOTAL EXPENDITURES</b>	\$ -	\$ -	\$ -	\$ -
<b>OTHER FINANCING SOURCES/USES</b>				
Transfers In and Other Sources 8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses 7600-7699	\$ -	\$ -	\$ -	\$ -
<b>OPERATING SURPLUS (DEFICIT)*</b>	\$ -	\$ -	\$ -	\$ -
<b>BEGINNING FUND BALANCE</b>				
9791	\$ -			\$ -
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
<b>ENDING FUND BALANCE</b>	\$ -	\$ -	\$ -	\$ -
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts 9711-9740	\$ -	\$ -	\$ -	\$ -
Reserved for Economic Uncertainties 9770	\$ -	\$ -	\$ -	\$ -
Board Designated Amounts 9775-9780	\$ -	\$ -	\$ -	\$ -
Undesignated/Unappropriated Amounts 9790	\$ -	\$ -	\$ -	\$ -

\*Net Increase (Decrease) in Fund Balance

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

Orcutt Union School District  
Orcutt Educator's Association

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

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

Restricted General Fund	Amount	Explanation
Page 4b Revenues	\$ -	
Page 4b Expenditures	\$ -	
Page 4b Other Financing Sources/Uses	\$ -	

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

Fund 12 - Child Development Fund	Amount	Explanation
Page 4e Revenues	\$ -	
Page 4e Expenditures	\$ -	
Page 4e Other Financing Sources/Uses	\$ -	

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

Charter Schools Special Revenue Fund	Amount	Explanation
Page 4g Revenues	\$ -	
Page 4g Expenditures	\$ -	
Page 4g Other Financing Sources/Uses	\$ -	

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

Additional Comments:

## Orcutt Union School District

## H. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

## Unrestricted General Fund MYP

Bargaining Unit:

Orcutt Educator's Association

Object Code	2011-12	2012-13	2013-14
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
<b>REVENUES</b>			
Revenue Limit Sources 8010-8099	\$ 21,879,506	\$ 20,700,732	\$ 20,728,929
Federal Revenue 8100-8299	\$ -	\$ -	\$ -
Other State Revenue 8300-8599	\$ 3,056,426	\$ 3,008,735	\$ 3,039,555
Other Local Revenue 8600-8799	\$ 1,187,529	\$ 1,188,569	\$ 1,189,841
<b>TOTAL REVENUES</b>	\$ 26,123,461	\$ 24,898,035	\$ 24,958,325
<b>EXPENDITURES</b>			
Certificated Salaries 1000-1999	\$ 13,677,052	\$ 13,592,166	\$ 12,207,831
Classified Salaries 2000-2999	\$ 3,028,185	\$ 3,058,251	\$ 2,759,303
Employee Benefits 3000-3999	\$ 4,728,228	\$ 4,567,178	\$ 4,328,382
Books and Supplies 4000-4999	\$ 1,476,696	\$ 939,135	\$ 952,707
Services, Other Operating Expenses 5000-5999	\$ 2,153,869	\$ 1,368,210	\$ 1,250,671
Capital Outlay 6000-6999	\$ 501,373	\$ 101,373	\$ 101,373
Other Outgo 7100-7299 7400-7499	\$ 81,335	\$ 61,001	\$ -
Indirect/Direct Support Costs 7300-7399	\$ (108,467)	\$ (108,467)	\$ (108,467)
Other Adjustments		\$ -	\$ -
<b>TOTAL EXPENDITURES</b>	\$ 25,538,272	\$ 23,578,847	\$ 21,491,799
<b>OTHER FINANCING SOURCES/USES</b>			
Transfers In and Other Sources 8900-8979	\$ 159,784	\$ 6,051	\$ 6,051
Transfers Out and Other Uses 7600-7699	\$ 258,017	\$ 258,017	\$ 258,017
Contributions 8980-8999	\$ (3,191,237)	\$ (3,245,175)	\$ (3,275,158)
<b>OPERATING SURPLUS (DEFICIT)*</b>	\$ (2,704,281)	\$ (2,177,953)	\$ (60,597)
<b>BEGINNING FUND BALANCE</b>			
9791	\$ 6,190,919	\$ 3,486,638	\$ 1,308,685
Prior-Year Adjustments/Restatements 9793/9795	\$ -		
<b>ENDING FUND BALANCE</b>	\$ 3,486,638	\$ 1,308,685	\$ 1,248,087
<b>COMPONENTS OF ENDING BALANCE:</b>			
Reserved Amounts 9711-9740	\$ 28,422	\$ 28,422	\$ 28,422
Reserved for Economic Uncertainties 9770	\$ 1,011,471	\$ 928,262	\$ 867,664
Board Designated Amounts 9775-9780	\$ 2,446,744	\$ 352,000	\$ 352,000
Undesignated/Unappropriated Amounts 9790	\$ 0	\$ 1	\$ 1

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts must be positive**



## Orcutt Union School District

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

Bargaining Unit:

Orcutt Educator's Association

Object Code		2011-12	2012-13	2013-14
		Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
<b>REVENUES</b>				
Revenue Limit Sources	8010-8099	\$ 496,514	\$ 496,514	\$ 496,514
Federal Revenue	8100-8299	\$ 1,356,121	\$ 1,267,864	\$ 1,267,864
Other State Revenue	8300-8599	\$ 1,847,488	\$ 1,843,388	\$ 1,880,544
Other Local Revenue	8600-8799	\$ 242,251	\$ 242,251	\$ 242,251
<b>TOTAL REVENUES</b>		\$ 3,942,374	\$ 3,850,017	\$ 3,887,173
<b>EXPENDITURES</b>				
Certificated Salaries	1000-1999	\$ 2,867,475	\$ 2,775,385	\$ 2,803,138
Classified Salaries	2000-2999	\$ 1,788,235	\$ 1,810,052	\$ 1,832,134
Employee Benefits	3000-3999	\$ 1,632,492	\$ 1,332,371	\$ 1,340,211
Books and Supplies	4000-4999	\$ 847,848	\$ 505,364	\$ 508,820
Services, Other Operating Expenses	5000-5999	\$ 432,279	\$ 334,268	\$ 340,270
Capital Outlay	6000-6999	\$ -	\$ -	\$ -
Other Outgo	7100-7299 7400-7499	\$ -	\$ -	\$ -
Indirect/Dirrect Support Costs	7300-7399	\$ 52,727	\$ 49,469	\$ 49,469
Other Adjustments			\$ -	\$ -
<b>TOTAL EXPENDITURES</b>		\$ 7,621,055	\$ 6,806,908	\$ 6,874,043
<b>OTHER FINANCING SOURCES/USES</b>				
Transfers In and Other Sources	8900-8979	\$ 109,163	\$ 10,000	\$ 10,000
Transfers Out and Other Uses	7600-7699	\$ 298,288	\$ 298,288	\$ 298,288
Contributions	8980-8999	\$ 3,191,237	\$ 3,245,175	\$ 3,275,158
<b>OPERATING SURPLUS (DEFICIT)*</b>		\$ (676,569)	\$ (3)	\$ -
<b>BEGINNING FUND BALANCE</b>				
Prior-Year Adjustments/Restatements	9791 9793/9795	\$ 676,572	\$ 3	\$ (0)
<b>ENDING FUND BALANCE</b>		\$ 3	\$ (0)	\$ (0)
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts	9711-9740	\$ 5	\$ -	\$ -
Reserved for Economic Uncertainties	9770	\$ -	\$ -	\$ -
Board Designated Amounts	9775-9780	\$ -	\$ -	\$ -
Undesignated/Unappropriated Amounts	9790	\$ (1)	\$ (0)	\$ (0)

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts must be positive**

## Orcutt Union School District

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

Bargaining Unit:

Orcutt Educator's Association

Object Code	2011-12	2012-13	2013-14
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
<b>REVENUES</b>			
Revenue Limit Sources 8010-8099	\$ 22,376,020	\$ 21,197,246	\$ 21,225,443
Federal Revenue 8100-8299	\$ 1,356,121	\$ 1,267,864	\$ 1,267,864
Other State Revenue 8300-8599	\$ 4,903,914	\$ 4,852,123	\$ 4,920,099
Other Local Revenue 8600-8799	\$ 1,429,780	\$ 1,430,820	\$ 1,432,092
<b>TOTAL REVENUES</b>	<b>\$ 30,065,835</b>	<b>\$ 28,748,052</b>	<b>\$ 28,845,498</b>
<b>EXPENDITURES</b>			
Certificated Salaries 1000-1999	\$ 16,544,527	\$ 16,367,550	\$ 15,010,969
Classified Salaries 2000-2999	\$ 4,816,421	\$ 4,868,303	\$ 4,591,437
Employee Benefits 3000-3999	\$ 6,360,719	\$ 5,899,549	\$ 5,668,593
Books and Supplies 4000-4999	\$ 2,324,544	\$ 1,444,499	\$ 1,461,526
Services, Other Operating Expenses 5000-5999	\$ 2,586,149	\$ 1,702,479	\$ 1,590,941
Capital Outlay 6000-6999	\$ 501,373	\$ 101,373	\$ 101,373
Other Outgo 7100-7299	\$ 81,335	\$ 61,001	\$ -
7400-7499			
Indirect/Direct Support Costs 7300-7399	\$ (55,740)	\$ (58,998)	\$ (58,998)
Other Adjustments		\$ -	\$ -
<b>TOTAL EXPENDITURES</b>	<b>\$ 33,159,327</b>	<b>\$ 30,385,755</b>	<b>\$ 28,365,841</b>
<b>OTHER FINANCING SOURCES/USES</b>			
Transfers In and Other Sources 8900-8979	\$ 268,947	\$ 16,051	\$ 16,051
Transfers Out and Other Uses 7600-7699	\$ 556,305	\$ 556,305	\$ 556,305
Contributions 8980-8999	\$ -	\$ -	\$ -
<b>OPERATING SURPLUS (DEFICIT)*</b>	<b>\$ (3,380,850)</b>	<b>\$ (2,177,957)</b>	<b>\$ (60,597)</b>
<b>BEGINNING FUND BALANCE</b>			
9791	\$ 6,867,491	\$ 3,486,641	\$ 1,308,685
Prior-Year Adjustments/Restatements 9793/9795	\$ -		
<b>ENDING FUND BALANCE</b>	<b>\$ 3,486,641</b>	<b>\$ 1,308,685</b>	<b>\$ 1,248,087</b>
<b>COMPONENTS OF ENDING BALANCE:</b>			
Reserved Amounts 9711-9740	\$ 28,427	\$ 28,422	\$ 28,422
Reserved for Economic Uncertainties 9770	\$ 1,011,471	\$ 928,262	\$ 867,664
Board Designated Amounts 9775-9780	\$ 2,446,744	\$ 352,000	\$ 352,000
Undesignated/Unappropriated Amounts 9790	\$ (1)	\$ 1	\$ 1

\*Net Increase (Decrease) in Fund Balance

**NOTE: 9790 amounts must be positive**

Orcutt Union School District  
 Orcutt Educator's Association

**I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES**

1. State Reserve Standard

		2011-12	2012-13	2013-14
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 33,715,632	\$ 30,942,060	\$ 28,922,146
b.	Less: Special Education Pass-Through Funds	\$ -	\$ -	\$ -
c.	Net Expenditures, Transfers Out, and Uses	\$ 33,715,632	\$ 30,942,060	\$ 28,922,146
d.	State Standard Minimum Reserve Percentage for this District Enter percentage:	3.00%	3.00%	3.00%
e.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. or \$50,000)	\$ 1,011,469	\$ 928,262	\$ 867,664

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

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9770)	\$ 1,011,471	\$ 928,262	\$ 867,664
b.	General Fund Budgeted Unrestricted Unappropriated/Undesignated Amount (9790)	\$ 0	\$ 1	\$ 1
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9770)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unappropriated/Undesignated Amount (9790)	\$ -	\$ -	\$ -
e.	Total Available Reserves	\$ 1,011,471	\$ 928,263	\$ 867,665
f.	Reserve for Economic Uncertainties Percentage	3.00%	3.00%	3.00%

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

2011-12	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2012-13	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2013-14	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

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

N/A

Orcutt Union School District  
Orcutt Educator's Association

5. Does the Total Compensation Increase/(Decrease) on Page 1, Section A, #5 agree with the Total Increase/(Decrease) for all funds as a result of the settlement(s)? Please explain any variance.

Total Compensation Increase/(Decrease) on Page 1, Section A, #5	\$	253,553
General Fund balance Increase/(Decrease), Page 4c, Column 2	\$	-
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	\$	-
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	\$	-
Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2	\$	-
Other Fund balance Increase/(Decrease), Page 4g, Column 2	\$	-
Other Fund balance Increase/(Decrease), Page 4h, Column 2	\$	-
Total all fund balances Increase/(Decrease) as a result of the settlement(s)	\$	-
	<b>Variance</b>	<b>\$ 253,553</b>

**Variance Explanation:**

The increase in total compensation is a result of the proposed agreement to cover the proportional increases to the premium costs for health benefits on a one-time non-precedent setting basis funded from the Federal Jobs Fund, Unrestricted General Fund, and Charter School Special Revenue Fund.

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

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

<u>General Fund Combined</u>	<u>Surplus/(Deficit)</u>	<u>(Deficit) %</u>	<u>Deficit primarily due to:</u>
2011-12 Surplus/(Deficit) before settlement(s)?	\$ (3,380,850)	(10.03%)	Declining enrollment and decline in state revenue.
2011-12 Surplus/(Deficit) after settlement(s)?	\$ (3,380,850)	(10.03%)	Declining enrollment and decline in state revenue.
2012-13 Surplus/(Deficit) after settlement(s)?	\$ (2,177,957)	(7.04%)	Declining enrollment and decline in state revenue.
2013-14 Surplus/(Deficit) after settlement(s)?	\$ (60,597)	(0.21%)	Declining enrollment and decline in state revenue.

**Deficit Reduction Plan (as necessary):**

The district is aware of its deficit spending and cuts necessary in future years to support the cost of the agreement and declining enrollment.

7. Were "Other Adjustments" amounts entered in the multiyear projections for 2012-13 and/or 2013-14?

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

<u>MYP</u>	<u>Amount</u>	<u>"Other Adjustments" Explanation</u>
2012-13 Unrestricted, Page 5a	\$ -	
2012-13 Restricted, Page 5b	\$ -	
2013-14 Unrestricted, Page 5a	\$ -	
2013-14 Restricted, Page 5b	\$ -	

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

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

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Official of the Orcutt Union School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from July 1, 2010 to June 30, 2011.

**Board Actions**

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

Current Year

**Budget Adjustment Categories:**

Revenues/Other Financing Sources

Expenditures/Other Financing Uses

Ending Balance(s) Increase/(Decrease)

	<b>Budget Adjustment Increase/(Decrease)</b>
\$	-
\$	-
\$	-

Subsequent Years

**Budget Adjustment Categories:**

Revenues/Other Financing Sources

Expenditures/Other Financing Uses

Ending Balance(s) Increase/(Decrease)

	<b>Budget Adjustment Increase/(Decrease)</b>
\$	-
\$	-
\$	-

**Budget Revisions**

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

**Assumptions**

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

**Certifications**

I hereby certify                       I am unable to certify

\_\_\_\_\_  
**District Superintendent  
 (Signature)**

3/14/2012  
 \_\_\_\_\_  
**Date**

I hereby certify                       I am unable to certify

\_\_\_\_\_  
**Chief Business Official  
 (Signature)**

3/14/2012  
 \_\_\_\_\_  
**Date**

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

**Assumptions and Explanations** (enter or attach documentation)

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

N/A

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

N/A

**L. CERTIFICATION NO. 2: GOVERNING BOARD'S APPROVAL OF THE COLLECTIVE BARGAINING AGREEMENT**

This certification page must be signed by the President or Clerk of the district's Governing Board at the time of formal board action on the proposed agreement.

In accordance with the requirements of AB 1200 and Government Code Section 3547.5, the information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for approval.

After public disclosure of the major provisions contained in this summary, the Governing Board of the Orcutt Union School District, at its meeting on March 14, 2012, took action to approve the proposed agreement with the Orcutt Educator's Association Bargaining Unit(s).

\_\_\_\_\_  
**President (or Clerk), Governing Board  
(Signature)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
Rebecca Holmes  
**Contact Person**

\_\_\_\_\_  
(805) 938-8915  
**Phone**

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

# Board Report

## District 16 -- Orcutt Union

### Fund 01 -- General Fund

As of 2/29/2012

	Beginning Bal/ WrkBudget	Month-To-Date Actual	Year-To-Date Actual	Year-To-Date Encumbrances	Ending Bal/ Remaining Bal
9110 -- Cash in County Treasury	2,145,938.97	(1,541,088.49)	2,705,563.47	0.00	4,851,502.44
9130 -- Revolving Cash/Fiscal Agent	15,900.00	0.00	2,000.00	0.00	17,900.00
9200 -- Accounts Receivable	5,047,898.21	0.00	(4,982,663.48)	0.00	65,234.73
9310 -- Due from Other Funds	297,768.79	0.00	(277,363.11)	0.00	20,405.68
9320 -- Stores	12,522.35	0.00	0.00	0.00	12,522.35
<b>Total Assets</b>	<b>7,520,028.32</b>	<b>(1,541,088.49)</b>	<b>(2,552,463.12)</b>	<b>0.00</b>	<b>4,967,565.20</b>
9500 -- Accounts Payable (Current Liabilities)	267,600.22	1,344.80	(287,918.61)	0.00	(20,318.39)
9610 -- Due to Other Funds	313,260.12	0.00	(313,260.12)	0.00	0.00
9650 -- Deferred Revenue	71,676.87	0.00	(71,676.87)	0.00	0.00
<b>Total Liabilities</b>	<b>652,537.21</b>	<b>1,344.80</b>	<b>(672,855.60)</b>	<b>0.00</b>	<b>(20,318.39)</b>
<b>Fund Balance (Beginning Balance/Actual)</b>	<b>6,867,491.11</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>4,987,883.59</b>
9791 -- Net Beginning Balance	6,867,491.11	0.00	6,867,491.11	0.00	6,867,491.11
8010 -- Revenue Limit Sources	22,376,020.00	158,199.09	12,603,108.05	0.00	9,772,911.95
8100 -- Federal Revenue	1,356,121.00	480,382.00	713,350.77	0.00	642,770.23
8300 -- Other State Revenues	4,903,914.00	435,224.00	2,655,929.18	0.00	2,247,984.82
8600 -- Other Local Revenue	1,517,988.25	177,058.80	1,026,273.90	0.00	491,714.35
8910 -- Other Financing Sources	268,947.00	3,536.28	258,837.81	0.00	10,109.19
8980 -- Contributions	0.00	0.00	0.00	0.00	0.00
<b>Total Revenues</b>	<b>30,422,990.25</b>	<b>1,254,400.17</b>	<b>17,257,499.71</b>	<b>0.00</b>	<b>13,165,490.54</b>
1000 -- Certificated Personnel Salaries	16,544,526.73	1,590,566.80	9,744,392.91	0.00	6,800,133.82
2000 -- Classified Personnel Salaries	4,816,420.53	419,522.66	3,129,653.22	0.00	1,686,767.31
3000 -- Employee Benefits	6,360,719.34	585,358.14	3,694,573.38	0.00	2,666,145.96
4000 -- Books and Supplies	2,369,387.41	66,718.46	799,224.84	258,687.44	1,311,475.13
5000 -- Services and Other Operating Expenditures	2,631,798.57	133,723.10	1,522,638.32	873,597.54	235,562.71
6000 -- Capital Outlay	501,372.96	944.30	205,957.20	202,678.40	92,737.36
7000 -- Other Outgo & Transfers Out	581,900.03	0.00	40,667.36	40,667.36	500,565.31
<b>Total Expenditures</b>	<b>33,806,125.57</b>	<b>2,796,833.46</b>	<b>19,137,107.23</b>	<b>1,375,630.74</b>	<b>13,293,387.60</b>
<b>Fund Balance (Budget/Actual)</b>	<b>3,484,355.79</b>	<b>0.00</b>	<b>4,987,883.59</b>	<b>0.00</b>	<b>0.00</b>

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





## Educational Services

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

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TO: Bob Bush, Superintendent

FROM: Holly Edds  
Assistant Superintendent, Educational Services

BOARD MEETING DATE: March 14, 2012

BOARD AGENDA ITEM: Administrative Regulation 1340  
ACCESS TO DISTRICT RECORDS

BACKGROUND: Regulation revised to list instructional materials as records that are accessible to the public under the California Public Records Act. Regulation also updates list of confidential records to include library circulation and patron use records, as added by new law (SB 445) and records pertaining to the security of the district's information technology system.

## Community Relations

### ACCESS TO DISTRICT RECORDS

#### Definitions

Public records include any writing containing information relating to the conduct of the district's business prepared, owned, used, or retained by the district regardless of physical form or characteristics. (Government Code 6252)

(cf. 3580) – District Records)

(cf. 9012 – Board Member Electronic Communications)

Writing means any handwriting, typewriting, printing, photostating, photographing, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored. (Government Code 6252)

A member of the public includes any person, except a member, agent, officer, or employee of the district acting within the scope of his/her office or employment. Governing Board members shall have the ability to access public records permitted by law in the administration of their duties. Notwithstanding, members of the Board are entitled to access to district public records on the same basis as any other person. (Government Code 6252, 6252.5)

#### Public Records

Records to which the public shall have access include, but are not limited to:

1. Proposed and approved budgets and annual audit of the district (~~Government Code 6252~~; Education Code 41020, 42103)

(cf. 3100 - Budget)

(cf. 3460 - Financial Reports and Accountability)

2. Statistical compilations (~~Government Code 6252~~)
3. Reports and memoranda (~~Government Code 6252~~)
4. Notices and bulletins (~~Government Code 6252~~)
5. Minutes of public meetings (~~Government Code 6252~~) (Education Code 35145)

(cf. 9324 - Minutes and Recordings)

6. Meeting agendas (*Government Code 6252, 54957.5*)  
(*cf. 9322 - Agenda/Meeting Materials*)
7. Official communications between governmental branches (*Government Code 6252*)
8. School-based program plans (Education Code 52850)  
*(cf. 0420 – School Plans/Site Councils)*  
*(cf. 0420.1 - School-Based Program Coordination)*
9. Information and data relevant to the evaluation and modification of district plans  
~~*(cf. 0420 – School Plans/Site Councils)*~~  
*(cf. 0440 - District Technology Plan)*  
~~*(cf. 0450 – Comprehensive Safety Plan)*~~  
*(cf. 0520.2 - Title I Program Improvement Schools)*  
*(cf. 0520.3 - Title I Program Improvement Districts)*
10. Initial proposals of exclusive employee representatives and of the district  
(*Government Code 3547*)  
  
(*cf. 4143.1/4243.1 - Public Notice - Personnel Negotiations*)
11. ~~For~~ Claims filed against the district and records pertaining to pending litigation ~~which predate the filing of the litigation, unless protected by some other provision of law~~ (*Government Code 6254.25; Fairley v. Superior Court; 71 Ops.Cal.Atty.Gen. 235 (1988)*)  
  
(*cf. 3320 - Claims and Actions Against the District*)
12. Statements of economic interests required by the Conflict of Interest Code  
(*Government Code 81008*)  
  
(*cf. 9270 - Conflict of Interest*)
13. Contracts of employment and settlement agreements (*Government Code 53262*)  
  
(*cf. 2121 - Superintendent's Contract*)  
(*cf. 4117.5/4217.5/4317.5 - Termination Agreements*)  
(*cf. 4141/4241 - Collective Bargaining Agreement*)
14. Instructional materials including, but not limited to, textbooks (64 Ops.Cal.Atty.Gen. 186 (1981))  
  
*(cf. 5020 – Parent Rights and Responsibilities)*  
*(cf. 6161.1 – Selection and Evaluation of Instructional Materials)*

The Superintendent or designee shall ensure that any record containing personal information is redacted to ensure that such information, including, but not limited to, an employee's home address or social security number, is not disclosed to the public.

## Confidential Records

Records to which the general public shall not have access include, but are not limited to:

1. Preliminary drafts, notes, **interagency**, ~~interdistrict~~ or intradistrict memoranda which are not retained by the district in the ordinary course of business, provided that the public interest in withholding these records clearly outweighs the public interest in disclosure (*Government Code 6254*)

*(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)*

*(cf. 9011 - Disclosure of Confidential/Privileged Information)*

2. Records specifically prepared for litigation to which the district is a party or to respond to claims made against the district pursuant to the Tort Claims Act ~~are confidential~~, until the pending litigation or claim has been finally adjudicated or otherwise settled, **or beyond, if unless** the records are protected by some other provision of law (*Government Code 6254, 6254.25; Fairley v. Superior Court; 71 Ops.Cal.Atty.Gen. 235 (1988)*)
3. Personnel records, medical records, student records, or similar materials, the disclosure of which would constitute an unwarranted invasion of personal privacy (*Government Code 6254*)

*(cf. 4112.6/4212.6/4312.6 - Personnel Files)*

*(cf. 4112.62/4212.62/4312.62 - Maintenance of Criminal Offender Records)*

*(cf. 5125 - Student Records)*

*(cf. 5125.1 - Release of Directory Information)*

The home addresses and home telephone numbers of employees may be disclosed only as follows: (*Government Code 6254.3*)

- a. To an agent or a family member of the ~~individual to whom the information pertains~~ **employee**
- b. To an officer or employee of a state agency or another school district or county office of education when necessary for the performance of official duties
- c. To an employee organization pursuant to regulations and decisions of the Public Employment Relations Board, unless the employee performs law enforcement-related functions or requests in writing that the information not be disclosed

*(cf. 4140/4240/4340 - Bargaining Units)*

- d. To an agent or employee of a health benefit plan providing health services or administering claims for health services to district employees and their

enrolled dependents, for the purpose of providing the health services or administering claims for employees and their enrolled dependents

*(cf. 4154/4254/4354 – Health and Welfare Benefits)*

4. Test questions, scoring keys, and other examination data except as provided by law *(Government Code 6254)*

*(cf. 6162.51 - Standardized Testing and Reporting Program)*

*(cf. 6162.52 - High School Exit Examination)*

5. Without affecting the law of eminent domain, the contents of real estate appraisals or engineering or feasibility estimates and evaluations made for or by the district relative to the acquisition of property, or to prospective public supply and construction contracts, until all of the property has been acquired or all of the contract agreement obtained *(Government Code 6254)*

6. Information required from any taxpayer in connection with the collection of local taxes that is received in confidence and the disclosure of the information to other persons would result in unfair competitive disadvantage to the person supplying the information *(Government Code 6254)*

7. Library circulation and patron use records of a borrower or patron including, but not limited to, his/her name, address, telephone number, email address, borrowing information, or use of library information resources kept for the purpose of identifying the borrower of items available in the library *(Government Code 6254)*

*(cf. 6163.1 - Library Media Centers)*

8. Records for which the disclosure is exempted or prohibited pursuant to state or federal law, including, but not limited to, provisions of the Evidence Code relating to privilege *(Government Code 6254)*

*(cf. 9124 - Attorney)*

9. Documents prepared by or for the district to assess its vulnerability to terrorist attack or other criminal acts intended to disrupt district operations and that are for distribution or consideration in closed session *(Government Code 6254)*

*(cf. 3516 – Emergencies and Disaster Preparedness Plan)*

*(cf. 0450 – Comprehensive Safety Plan)*

10. Recall petitions or petitions for special elections to fill Board vacancies, or petitions for the reorganization of school districts *(Government Code 6253.5)*

*(cf. 9223 – Filling Vacancies)*

11. Minutes of Board meetings held in closed session *(Government Code 54957.2)*

*(cf. 9321 - Closed Session Purposes and Agendas)*

12. Computer software developed by the district *(Government Code 6254.9)*
- ~~13. Written instructional textbooks or other materials which, when providing a copy, would infringe a copyright or would constitute an unreasonable burden on the operation of the district *(65 Ops. Cal. Atty. Gen. 185 (1981))*~~

~~*(cf. 5020 - Parent Rights and Responsibilities)*~~

13. Information security records, the disclosure of which would reveal vulnerabilities to, or increase potential for an attack on, the district's information technology system *(Government Code 6254.19)*
14. Records that contain individually identifiable health information, including records that may be exempt pursuant to physician-patient privilege, the Confidentiality of Medical Information Act, and the Health Insurance Portability and Accountability Act *(Government Code 6254, 6255)*

*(cf. 5141.6 - School Health Services)*

15. Any other records listed as exempt from public disclosure in the California Public Records Act or other statutes
16. Records for which the district can demonstrate that, based on the particular facts of the case, the public interest served by not ~~making~~ disclosing the record ~~public~~ clearly outweighs the public interest served by disclosure of the record *(Government Code 6255)*

#### Inspection of Records and Requests for Copies

~~Every~~ Any person may request a copy or inspection of any district record that is open to the public and not exempt from disclosure. *(Government Code 6253)*

Within 10 days of receiving any request to inspect or copy a district record, the Superintendent or designee shall determine whether the request seeks release of a disclosable public record in the district's possession. The Superintendent or designee shall promptly inform the person making the request of his/her determination and the reasons for the decision. *(Government Code 6253)*

In unusual circumstances, the Superintendent or designee may extend the 10-day limit for up to 14 days by providing written notice to the requester and setting forth the reasons for the extension and the date on which a determination is expected to be made. Unusual circumstances include the following, but only to the extent reasonably necessary to properly process the request: *(Government Code 6253)*

1. The need to search for and collect the requested records from field facilities or other establishments that are separate from the office processing the request
2. The need to search for, collect, and appropriately examine a voluminous amount of separate and distinct records which are demanded in a single request
3. The need for consultation, which shall be conducted with all practicable speed, with another agency (e.g., a state agency or city) having a substantial interest in the determination of the request or among two or more components of the district (e.g., two different school sites) with substantial interest in the request
4. In the case of electronic records, the need to compile data, write programming language or a computer program, or construct a computer report to extract data

If the Superintendent or designee determines that the request seeks disclosable public records, the determination shall state the estimated date and time when the records will be made available. (*Government Code 6253*)

Public records are open to inspection at all times during district office hours. Any reasonably segregable portion of a record shall be made available for inspection by every any person requesting the record after deletion of the portions that are exempted by law. (*Government Code 6253*)

Upon request for a copy that reasonably describes an identifiable record, an exact copy shall be promptly provided unless it is impracticable to do so. (*Government Code 6253*)

The Superintendent or designee shall charge twenty five cents (25 cents) for copies that reflects the direct costs of duplication. Written requests to waive the fee shall be submitted to the Superintendent or designee.

If any person requests a public record be provided in an electronic format, the district shall make that record available in any electronic format in which it holds the information. The district shall provide a copy of the electronic record in the format requested as long as the requested format is one that has been used by the district to create copies for its own use or for use by other agencies. (*Government Code 6253.9*)

The cost of duplicating an electronic record shall be limited to the direct cost of producing a copy of the record in electronic format. However, the requester shall bear the cost of producing the copy of the electronic record, including the cost to construct the record and the cost of programming and computer services necessary to produce the copy, under the following circumstances: (*Government Code 6253.9*)

1. The electronic record is one that is produced only at otherwise regularly scheduled intervals
2. The request would require data compilation, extraction, or programming to produce the record

## Assistance in Identifying Requested Records

If the Superintendent or designee denies a request for disclosable records, he/she shall assist the requester in making a focused and effective request that reasonably describes an identifiable record. To the extent reasonable under the circumstances, the Superintendent or designee shall do all of the following: *(Government Code 6253.1)*

1. Assist in identifying records and information responsive to the request or the purpose of the request, if specified

If, after making a reasonable effort to elicit additional clarifying information from the requester to help identify the record, the Superintendent or designee is still unable to identify the information, this requirement shall be deemed satisfied.

2. Describe the information technology and physical location in which the records exist
3. Provide suggestions for overcoming any practical basis for denying access to the records or information sought

Provisions of the Public Records Act shall not be construed so as to delay access for purposes of inspecting records open to the public. Any notification denying a request for public records shall state the name and title of each person responsible for the denial. *(Government Code 6253)*

Regulation Approved: ~~1/13/10~~ 03/14/2012

Orcutt Union School District  
Orcutt, California





## HUMAN RESOURCES MEMORANDUM

**TO:** Bob Bush

**FROM:** Jan Yanagisako

**BOARD MEETING DATE:** February 8, 2012

**BOARD AGENDA ITEM:** Administrative Regulation 4112.23  
Special Education Staff

**BACKGROUND:** This is a mandated regulation updated to reflect new law (AB2160) which extends until 2013 the flexibility for teachers whose clear or preliminary credential authorizes instruction to students with mild and moderate disabilities to provide instruction to autistic students under specified conditions. Regulation deletes paragraph reflecting similar flexibility to teach autistic students age 3-4 since this provision became inoperative on August 31, 2011. This language is also in the Local SELPA Plan.

**RECOMMENDATION:** It is recommended that the Board of Trustees approve Administrative Regulation 4112.23, Special Education Staff.

**FUNDING:** No impact to General Fund

**SPECIAL EDUCATION STAFF**

~~Teachers~~ Any teacher assigned to serve students with disabilities shall possess ~~the~~ an appropriate credential or other authorization that specifically authorizes him/her ~~them~~ to teach students with that the primary disability of the students within the program placement recommended in the students' individualized education program (IEP). (5 CCR 80046.5, 80048.7))

(cf. 4112.2 - Certification)

(cf. 4113 - Assignment)

(cf. 6159 - Individualized Education Program)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

Special education teachers who teach core academic subjects shall possess the qualifications required by the No Child Left Behind Act. (20 USC 1401, 6319, 7801; 34 CFR 200.55-200.57, 300.18; 5 CCR 6100-6126)

(cf. 4112.24 - Teacher Qualifications Under the No Child Left Behind Act)

The Superintendent or designee may request the Commission on Teacher Credentialing (CTC) to issue a special education limited assignment teaching permit to authorize a qualified special education teacher, with his/her written consent, to serve outside the specialty area of his/her credential. In so doing, the district shall submit a Declaration of Need for Fully Qualified Educators that satisfies the requirements of 5 CCR 80026. If the teacher has not yet obtained permanent status, the Superintendent or designee shall assign one or more experienced educators in the special education subject area(s) of the permit, to provide guidance and assistance to the permit holder. (5 CCR 80027.1)

The district may employ a person with an appropriate district internship credential to provide classroom instruction to students with disabilities, provided he/she has met the subject matter requirement specified in Education Code 44325 and receives guidance, supervision and professional development through an established district internship program. (Education Code 44325, 44326, 44830.3)

(c.f. 4112.21 – Interns)

**Caseloads**

No resource specialist shall have a caseload which exceeds 28 students. As necessary and with the agreement of the resource specialist, the Board may request a waiver from the State Board of Education to increase the caseload to no more than 32 students, provided that an individual resource specialist does not have a caseload exceeding 28 students for more than two school years and has the assistance of an instructional aide at least five hours daily during the period of the waiver. (Education Code 56362; 5 CCR 3100)

(cf. 1431 - Waivers)

The average caseload for language, speech, and hearing specialists shall not exceed 55 cases unless otherwise specified and reasons stated in the SELPA plan. The maximum caseload for speech and language specialists exclusively serving children with disabilities age 3-5 shall not exceed 40. (Education Code 56363.3, 56441.7)

The Superintendent or designee shall ensure that caseloads for special education teachers are

within the maximum caseloads established by law, collective bargaining agreements, and/or the comprehensive plan of the Special Education Local Plan Area (SELPA) in which the district participates.

(cf. 0430 - Comprehensive Local Plan for Special Education)  
(cf. 1312.3 - Uniform Complaint Procedures)  
(cf. 4141/4241 - Collective Bargaining Agreement)

### Resource Specialists

The district's resource specialist program shall provide but not be limited to: ~~The Board of Trustees shall employ certificated resource specialists to provide services which shall include, but not be limited to:~~ (Education Code 56362)

1. **Resource specialist(s) to provide** instruction and services for students whose needs have been identified in an individualized education program (IEP) and who are assigned to regular classroom teachers for a majority of the school day.

**A student shall not be enrolled in a resource specialist program for a majority of a school day without approval by the student's IEP team.**

2. Information and assistance to students with disabilities and their parents/guardians
3. Consultation, ~~with and provision of~~ resource information and material regarding students with disabilities to their parents/guardians and ~~other staff members~~ **regular education staff members.**
4. Coordination of special education services with the regular school programs for each student enrolled in the resource specialist program
5. Monitoring of student progress on a regular basis, participation in the review and revision of IEPs as appropriate, and referral of students who do not demonstrate sufficient progress to the IEP team
6. **At the secondary school level, emphasis on academic achievement, career and vocational development and preparation for adult life.**

The ~~district's~~ resource specialist program shall be ~~directed by~~ **under the direction of** a resource specialist who **possesses the qualifications specified in Education Code 56362 and 5 CCR 80070.8.** ~~is a credentialed special education teacher or who has a clinical services credential with a special class authorization, and who has three or more years of teaching experience, including both regular and special education teaching experience.~~ (Education Code 56362)

Resource specialists shall not simultaneously be assigned to serve as resource specialists and to teach regular classes. (Education Code 56362)

### Teachers of Students with Autism

**A teacher may be assigned to provide instruction to students with autism if he/she meets the qualifications described above in the section entitled "Qualifications/Assignment of Special Education Teachers."**

*Legal Reference:*

EDUCATION CODE

44250-44279 *Credentials, especially:*  
44256 *Credential types, specialist instruction*  
44258.9 *Assignment monitoring*  
44265-44265.99 *Special education credential*  
44830.3 *District interns, supervision and professional development*  
56000-56865 *Special education, especially:*  
56195.8 *Adoption of policies*  
56361 *Program options*  
56362 *Resource specialist program, contents, direction; resource specialists, case-loads, assignments, instructional aide; pupil enrollment*  
56362.1 *Caseload*  
56362.5 *Resource specialist certificate of competence*  
56362.7 *Bilingual-cross-cultural certificate of assessment competence*  
56363.3 *Maximum caseload; language, speech and hearing specialists*  
56441.7 *Maximum caseload (programs for individuals with exceptional needs between the ages of three and five inclusive)*

CODE OF REGULATIONS, TITLE 5

3051.1 *Language, speech and hearing development and remediation; appropriate credential*  
3100 *Waivers of maximum caseload for resource specialists*  
6100-6126 *Teacher qualifications, No Child Left Behind Act*  
80021 *Short-term staffing permit*  
80021.1 *Provisional internship permit*  
80025.4 *Substitute teaching, special education*  
80026 *Declaration of need for fully qualified educators*  
80027.1 *Special education limited assignment teaching permit*  
80046.1 *Adapted physical education specialist*  
80046.5 *Credential holders authorized to serve students with disabilities*  
80047-80047.9 *Credentials to provide instructional services to students with disabilities*  
80048-80048.9.3 *Credential requirements and authorizations*  
80070.1-80048.9.3 *Resource specialist certificate of competence*

UNITED STATES CODE, TITLE 20

1400-1482 *Individuals with Disabilities education Act, especially:*  
1401 *Definitions, highly qualified teacher*  
6319 *Highly qualified teachers*  
7801 *Definitions, highly qualified teacher*

CODE OF FEDERAL REGULATIONS, TITLE 34

200.55-200.57 *Highly qualified teachers*  
300.8 *Definition of autism*  
300.18 *Highly qualified special education teachers*  
300.156 *Special education personnel requirements*

*Management Resources:*

*California Department of Education Publications, Handbook on Developing and Implementing Early Childhood Special Education Programs and Services, 2001*  
*Commission on Teacher credentialing Coded Correspondence,*  
*10-15 Alternative Route to Provide Special Education Services to Students with Autism, September 7, 2010*  
*10-13 Approval of Title 5 Regulations Pertaining to Special Education Services Credentials, July 21, 2010*  
*10-12 Approval of Title 5 Regulations Pertaining to Special education Teaching Credentials Requirements, July 21, 2010*  
*09-16 Approval of Additions to Title 5 Regulations Pertaining to Added Authorizations in Special education, July 23, 2009*  
*09-15 Approval of Amendments to Title 5 Regulations Pertaining to General and Special Education Limited Assignment Teaching Permits, July 23, 2009*  
*08-13 Alternative Route to Provide Special education Services to Students with Autism Ages Three and 4, October 9, 2008*

WEB SITES

California Association of Resource Specialists and Special Education Teachers: <http://www.carsplus.org>

California Speech-Language-Hearing Association: <http://www.csha.org>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

Regulation Approved: 10/15/08

ORCUTT UNION SCHOOL DISTRICT  
Orcutt, California



## Educational Services

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

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TO: Bob Bush, Superintendent

FROM: Holly Edds  
Assistant Superintendent, Educational Services

BOARD MEETING DATE: March 12, 2012

BOARD AGENDA ITEM: Administrative Regulation 5111.1  
DISTRICT RESIDENCY

**BACKGROUND:** Regulation updated to reflect new law (SB 381) which extends districts' authority to grant residence based on parent/guardian employment within district boundaries, as detailed in AR 5111.12 – Residency Based on Parent/Guardian Employment. Regulation reflects new law (AB 207) which (1) requires districts to accept a wide range of documents as reasonable evidence of residency, (2) authorizes districts to make reasonable efforts to verify a student's unreliable evidence of residency, and (3) deletes detailed appeals procedure for denial or revocation of enrollment. Regulation also reflects new federal guidance clarifying that districts may not inquire about a student's citizenship or immigration status when verifying residency. Material added re: documentation of residency for foster youth and homeless students and the requirement to immediately enroll such youth even if documentation is not available.

**Students**

**DISTRICT RESIDENCY**

**Criteria for Residency**

A student shall be deemed to have complied with district residency requirements if he/she meets any of the following criteria:

1. The student's parent/guardian resides within district boundaries. (Education Code 48200)

*(cf. 5111.13 - Residency for Homeless Children)*  
*(cf. 6173 - Education for Homeless Children)*

2. The student is placed within district boundaries in a regularly established licensed children's institution, a licensed foster home, or a family home pursuant to a court-ordered commitment or placement. (Education Code 48204)

*(cf. 6173.1 - Education for Foster Youth)*

3. The student has been admitted through the district's interdistrict attendance program. (Education Code 48204, 48356)

*(cf. 5117 - Interdistrict Attendance)*  
*(cf. 5118 - Open Enrollment Act Transfers)*

4. The student is an emancipated minor residing within district boundaries. (Education Code 48204)

5. The student lives with a caregiving adult within district boundaries. (Education Code 48204)

6. The student resides in a state hospital located within district boundaries. (Education Code 48204)

7. The student is confined to a hospital or other residential health facility within district boundaries for treatment of a temporary disability. (Education Code 48207)

*(cf. 6183 - Home and Hospital Instruction)*

In addition, district residency status may be granted to a student if at least one parent/guardian is physically employed within district boundaries. (Education Code 48204)

*(cf. 5111.12 - Residency Based on Parent/Guardian Employment)*

## Students

The Superintendent or designee shall annually notify parents/guardians of all existing attendance options available in the district, including, but not limited to, all options for meeting residency requirements for school attendance. (Education Code 48980)

*(cf. 5145.6 - Parental Notifications)*

## Proof of Residency

~~Prior to admission in district schools, students shall provide proof of residency.~~

~~*(cf. 5111 - Admission)*~~

The Superintendent or designee shall annually verify the student's residency and retain a copy of the document or written statement offered as verification in the student's mandatory permanent record. (5 CCR 432)

*(cf. 5111 - Admission)*

*(cf. 5125 - Student Records)*

~~Upon enrollment of a student residing in the home of a caregiving adult within district boundaries, the caregiving adult shall execute, under penalty of perjury, the affidavit specified in Family Code 6552.~~

~~*(cf. 5141 - Health Care and Emergencies)*~~

Reasonable evidence of residency may be established by documentation **showing the name and address of the parent/guardian within the district**, including, but not limited to, any of the following (Education Code 48204.1):

1. Property tax payment receipts
2. Rental **property contract, lease or**, payment receipts
3. Utility service **contract, statement, or** payment receipts
4. **Pay Stub**
5. **Voter registration**
6. **Correspondence from a government agency**
7. Declaration of residency executed by the student's parent/guardian



8. If the student is an unaccompanied youth as defined in 42 USC 11434a, a declaration of residency executed by the student.
9. If the student is residing in the home of a caregiving adult within district boundaries, an affidavit executed by the caregiving adult in accordance with Family Code 6552

*(cf. 5141 – Health Care and Emergencies)*

The Superintendent or designee shall make a reasonable effort to secure evidence that a homeless or foster youth resides within the district, including, but not limited to, a utility bill, letter from a homeless shelter, hotel/motel receipt, or affidavit from the student's parent/guardian or other qualified adult relative.

However, a homeless or foster youth shall not be required to provide proof of residency as a condition of enrollment in district schools. (Education Code 48853.5; 42 USC 11432)

*(cf. 6173 – Education for Homeless Children)*

*(cf. 6173.1 – Education for Foster Youth)*

#### Failure to Verify Residency

~~When the Superintendent or designee~~ If any district employee reasonably believes that the parent/guardian of a student has provided false or unreliable evidence of residency, ~~he/she may~~ the Superintendent or designee shall make reasonable efforts to determine that the student meets residency requirements. (Education Code 48204.1)

If the Superintendent or designee, upon investigation, determines that a student's enrollment or attempted enrollment is based on false or unreliable evidence of residency, he/she shall deny or revoke the student's enrollment. Before any such denial or revocation is final; the parent/guardian shall be sent written notice of the facts leading to the decision. This notice also shall inform the parent/guardian that he/she may provide new material evidence of residency, in writing, to the Superintendent or designee within 10 school days. The Superintendent or designee shall review any new evidence and make a final decision within 10 school days.

#### Safe at Home Program/Confidential Address Program

When a student or parent/guardian participating in the Safe at Home program requests that the district use the substitute address designated by the Secretary of State, the Superintendent or designee shall use the substitute address for all future communications and correspondence and shall not include the actual address in the student's file or any other public record. The Superintendent or designee may request the actual residence address for the purpose of establishing residency within district boundaries. ~~The Superintendent or designee shall not include the actual address in the student's file or any other public record and shall~~

~~instead use the substitute address for all future communications and correspondence.  
(Government Code 6206, 6207)~~

~~(cf. 3580 - District Records)~~

~~(cf. 5125 - Student Records)~~

### **Admission of Residents of Other States or Countries**

~~The Superintendent or designee may, with the approval of the County Superintendent of Schools, admit a student living in an adjoining state contiguous with the district, as long as an agreement has been reached with the governing authority of the district in which the student resides and payment is made in accordance with law. (Education Code 48050)~~

~~A student whose actual and legal residence is in a foreign country adjacent to California, regardless of whether or not his/her parents/guardians are citizens of the United States, may be admitted to a district school provided that the student is otherwise eligible for admission to a California district and the student regularly returns within a 24-hour period to the foreign country. As a condition to admittance of such a student, the student's parent/guardian shall agree to pay the district reimbursement of costs in accordance with law. (Education Code 48051, 48052)~~

~~(cf. 5111.2 - Nonresident Foreign Students)~~

### **Denial or Revocation of Enrollment**

~~If the Superintendent or designee, upon investigation, determines that a student's enrollment or attempted enrollment is based on false evidence of residency, he/she shall revoke the student's enrollment. Before any such revocation, the parent/guardian shall be sent written notice of the facts leading to the decision. This notice shall state the parent/guardian's right, within 10 school days, to schedule a meeting with a hearing officer to inspect supporting documents, rebut district evidence, question any district witnesses, and present oral and/or documentary evidence, including witnesses, on the student's behalf. For good cause, the hearing officer may extend the meeting date for an additional 10 days to permit the parent/guardian to obtain required documentation.~~

~~If the parent/guardian fails to schedule the above meeting, the student's enrollment shall be revoked 11 school days after the date of the notice.~~

~~If the above meeting is held, the hearing officer shall prepare a written decision describing his/her findings. If the hearing officer's decision is upheld, the parent/guardian shall be informed of his/her right to appeal to the Board of Trustees within 10 days.~~

~~A parent/guardian who appeals to the Board shall have the right to have a representative present and to rebut district evidence, question any district witnesses, and present oral-~~

AR-5111.1 (d)

### **Students**

~~and/or documentary evidence, including witnesses, on the student's behalf. Except in cases where good cause is shown, the Board shall not reopen the record to consider evidence or argument which was not presented to the hearing officer. The student may continue to attend school during the period of the appeal.~~

~~The Board's decision shall be final.~~

Legal Reference:

**EDUCATION CODE**

35351 *Assignment of students to particular schools*

*46600-46611 Interdistrict attendance permits*

48050-48054 *Nonresidents*

48200-48208 ~~Persons included~~ *(compulsory education law)*

*48356 Open Enrollment Act transfer, fulfillment of residency requirement*

*48853.5 Education of foster youth; immediate enrollment*

48980 *Notifications at beginning of term*

52317 *ROP, admission of persons including nonresidents to attendance area*

**FAMILY CODE**

6550-6552 *Caregivers*

**GOVERNMENT CODE**

6205-6214-0 *Confidentiality of residence for victims of domestic violence*

**CODE OF REGULATIONS, TITLE 5**

432 *Varieties of student records*

**CODE OF REGULATIONS, TITLE 42**

*11431-11435 McKinney-Vento Homeless Assistance Act*

~~**UNCODIFIED STATUTES**~~

~~*AB 687, Ch. 309, Statutes of 1995*~~

**COURT DECISIONS**

*Katz v. Los Gatos-Saratoga Joint Union High School District, (2004) 117 Cal.App.4th 47*

Management Resources:

**CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES**

0303.95 *Verification of residency, LO: 1-95*

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

*Dear Colleague Letter, May 6, 2011*

**WEB SITES**

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

*California Secretary of State, Safe at Home Program: <http://www.ss.ca.gov/safeathome>*

**Office for Civil Rights, U.S. Department of Education:**

**<http://www2.ed.gov/about/offices/list/ocr>**



## Educational Services

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

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**TO:** Bob Bush, Superintendent

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

**BOARD MEETING DATE:** March 14, 2012

**BOARD AGENDA ITEM:** Administrative Regulation 5111.12  
RESIDENCY BASED ON PARENT/GUARDIAN  
EMPLOYMENT

**BACKGROUND:** Regulation revised to reflect new law (SB381) which extends until 2017 the authority to establish residency based on parent/guardian employment within district boundaries and specifies that the employment must be for a minimum of 10 hours per school week. Regulation also adds language requiring parent/guardian to annual provide evidence of the employment since the student's continued enrollment is based on the parent/guardian's continued employment within district boundaries. Section on "Requests for Transfers out of District Schools" revised to clarify the district's authority to deny transfers when the percentage or number of net transfers exceeds the limit specified in law.

## Students

### RESIDENCY BASED ON PARENT/GUARDIAN EMPLOYMENT

#### Applications for Admission into District Schools

For purposes of determining eligibility for enrollment in a district school, ~~district~~ District residency status may be granted to a student if at least one of his/her parents/guardians is physically employed within district boundaries for a minimum of 10 hours during the school week. (Education Code 48204)

*(cf 5111 – Admission)*

(cf. 5111.1 - District Residency)

~~(cf. 5117 – Interdistrict Attendance)~~

#### Applications for Admission

When applying for his/her child's admission to a district school based on employment, the parent/guardian shall provide proof of ~~physical~~ the employment ~~within district boundaries to the Superintendent or designee~~. This evidence may include ~~but not be limited to~~, a paycheck stub or letter from his/her employer listing an actual address within district boundaries. ~~Stubs or letters~~ Documentation listing only a post office box as an address shall not be accepted.

Such evidence shall also indicate the number of hours per school week that the parent/guardian is employed at that location.

The ~~Board of Trustees~~ Superintendent or designee may deny enrollment based on parent/guardian employment if any of the following circumstances exists:

1. The additional cost of educating the student would exceed the amount of additional state aid received as a result of the transfer. (Education Code 48204)
2. Enrollment of the student would adversely affect the district's court-ordered or voluntary desegregation plan. (Education Code 48204)
3. The school facilities are overcrowded at the relevant grade level.
4. Other circumstances exist that are not arbitrary. (Education Code 48204)

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

~~If the Board denies the student admission for any of the above reasons, the Superintendent or designee shall notify the parent/guardian in writing of the Board's decision, including specific reasons for the denial.~~

Students enrolled in the district on the basis of parent/guardian employment shall not be required to reapply for enrollment in subsequent school years. Such students may continue to attend school in the district through the highest grade ~~provided~~ offered by the district, if the parent/guardian so chooses and if at least one of the student's parents/guardians continues to be physically employed within district boundaries, subject to the restrictions specified in **items #1-4 above**. ~~law related to excess costs and negative impact on desegregation plans.~~ (Education Code 48204)

The Superintendent or designee shall annually request the student's parent/guardian to provide evidence of the employment in order to determine the student's continuing eligibility for enrollment.

#### ~~District Students Transferring to Other Districts Based on Parent/Guardian Employment~~

##### Requests for Transfers out of District Schools

~~When a student's parent/guardian requests that the student be transferred to another district based on the parent/guardian's physical employment within that other district, the Board may deny the request if the percentage of district students admitted to other districts on the basis of parent/guardian employment exceeds the limits prescribed in Education Code 48204. A transfer may also be denied if the Board determines that the transfer would negatively impact a court-ordered or voluntary desegregation plan. (Education Code 48204)~~

When a student request a transfer out of the district on the grounds that his/her parent/guardian is employed within the boundaries of another district, the Superintendent or designee may disallow the transfer for either of the following reasons: (Education Code 48204)

1. The difference between the number of students entering and exiting the district on the basis of parent/guardian employment exceeds the limits prescribed in Education Code 48204.
2. The transfer would negatively impact the district's court-ordered or voluntary desegregation plan.

##### Notifications

Whenever a student's application for a transfer into or out of the district is denied, the Superintendent or designee shall notify the parent/guardian in writing, including ~~The student's parent/guardian shall be notified in writing of the Board's decision to deny the transfer to the school district in which the parent/guardian's employer is situated. The notice shall include specific reasons for the denial.~~

*(cf. 9324 – Minutes and Recordings)*

*Legal Reference:*

EDUCATION CODE

46601 Failure to approve interdistrict attendance

46607 ADA calculation for residency based on parent employment

48200-48204 Compulsory education law; especially:

48204 Residency based on parent/guardian employment

ATTORNEY GENERAL OPINIONS

84 Ops.Cal.Atty.Gen. 198 (2001)

*Management Resources:*

WEB SITES

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

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

Regulation Approved: ~~2/11/09~~ 03/14/2012 ORCUTT UNION SCHOOL DISTRICT  
Orcutt, California



## Educational Services

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

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**TO:** Bob Bush, Superintendent

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

**BOARD MEETING DATE:** March 12, 2012

**BOARD AGENDA ITEM:** Administrative Regulation 5111.13  
RESIDENCY FOR HOMELESS CHILDREN

**BACKGROUND:** Regulation and key concepts incorporated into AR 5111.1  
– District Residency