

ORCUTT UNION SCHOOL DISTRICT  
Regular Meeting of the Board of Trustees  
Wednesday, February 12, 2020  
Closed Session – 6:00 P.M.  
Public Session – 6:45 P.M.  
District Office Board Room  
500 Dyer Street, Orcutt, CA 93455

**CALL TO ORDER** 6:00 P.M.

- A. Pledge of Allegiance

**CLOSED SESSION PUBLIC COMMENTS**

- A. This section of the agenda is intended for members of the public to address the Board of Trustees on items that are being considered in Closed Session. Those wishing to speak about items to be discussed in closed session will need to fill out a public comment form and submit it to the Superintendent's Administrative Assistant, prior to the Board adjourning to closed session.

**ADJOURN TO CLOSED SESSION**

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

**RECONVENE TO PUBLIC SESSION** 6:45 P.M.

- A. Public Report on Action Taken in Closed Session
- B. Adoption of February 12, 2020 Agenda

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

C. **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* that can be obtained from the Superintendent's Administrative Assistant and submit it prior to the time the presiding officer calls for Public Comment.

**ITEMS SCHEDULED FOR INFORMATION/DISCUSSION**

- A. Superintendent's Report
- An opportunity for the Superintendent to share matters of special interest or importance which are not on the board agenda and/or special presentations of district programs or activities such as curriculum/instructional updates, timely events/information, and district activities.
1. OAHS ASB update
  2. OCAF update
  3. OAK8-Olga Reed Presentation

B. Items from the Board

A time for Board members to share reports or comments on items of special interest or importance.

C. Public Comment

The public comment section of the agenda is an opportunity for the public to provide input to the Board of Trustees. Any request to speak must be submitted on a Request for Public Comment form, which can be obtained from the Superintendent's Administrative Assistant. If you are speaking to an item that is not on the agenda, you can only speak during the public comment section. Those wishing to speak about an item that is on the agenda may do so during the public comment section, or when the item is being considered. If you choose to speak on an item at the time it is being considered, your name will be called before the Board's deliberation.

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

D. Written Communication

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

**CONSENT AGENDA ITEMS**

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

- A. Classified Personnel Action Report
- B. Certificated Personnel Action Report
- C. OAHS Hiring of Additional Coaches
- D. Approval of Warrants
- E. Minutes, Board Meeting, January 15, 2020
- F. Minutes, Special Board Meeting, January 21, 2020
- G. Williams/Valenzuela Uniform Complaints Quarterly Report
- H. Board Policy 5116.1, IntraDistrict Open Enrollment, for second reading
- I. Board Policy 5117, InterDistrict Attendance, for second reading
- J. Board Policy 5118, Open Enrollment Act Transfers, for second reading
- K. Board Policy 5131.2, Bullying, for second reading
- L. Board Policy 5141.21 Administering Medication and Monitoring Health Conditions, for second reading
- M. Board Policy 6143, Courses of Study, for second reading
- N. Board Policy 6154, Homework/Makeup Work, for second reading

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. 1. Acceptance of Gifts

**Olga Reed School** received a cash donation for \$500 from Los Alamos Valley Men's Club, to purchase basketball equipment and a locking ball cart.

**Olga Reed and OAK-8 School** received the generous donation of a hands on "welding day" provided by Melfred Borzall and the Alan Hancock Welding Program. During the day 7<sup>th</sup> and 8<sup>th</sup> grade students learned about welding and engineering.

It is recommended that the Board of Trustees accept this gift and request that a letter of acceptance and appreciation be forwarded to Los Alamos Valley Men's Club, Melfred Borzall and the Allan Hancock College Welding Program.

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

2. Board Policy 0420.42, Charter Renewal

It is recommended that the Board of Trustees adopt the revisions made to Board Policy 0420.42 Charter Renewal, as submitted.

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

3. Board Policy 0450, Comprehensive Safety Plan

It is recommended that the Board of Trustees adopt the revisions made to Board Policy 0450 Comprehensive Safety Plan, as submitted.

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

**B. BUSINESS SERVICES**

1. Contract with NewDawn Security for Social Media Monitoring

It is recommended that the Board of Trustees approve the contract with NewDawn Security for Social Media Monitoring, as submitted.

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

2. Cooperative Purchasing Memberships

It is recommended that the Board of Trustees approve the agency memberships for cooperative purchasing, as submitted.

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

3. Piggyback Bid Authorization for the Purchase of a District School Bus

It is recommended that the Board of Trustees approve the Piggyback Bid Authorization for the purchase of a 2019 IC (82) passenger bus from Creative Bus Sales, as submitted.

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

4. Resolution No. 11, County School Facilities Fund (Fund 35)

It is recommended that the Board of Trustees approve Resolution No. 11 County School Facilities Fund (Fund 35), as submitted.

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

5. Approval of Amendment of Professional Services Agreement with PMSM/19six Architects

It is recommended that the Board of Trustees approve the Amendment of Professional Services Agreement with PMSM/19six Architects, as submitted.

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

6. Piggyback Bid Authorization for the Purchase and Installation of Twelve (12) Modular Classrooms

It is recommended that the Board of Trustees approve the Piggyback Bid Authorization for the purchase of twelve (12) modular classroom buildings from American Modular Systems, as submitted.

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

7. Approval of Ravatt, Albrecht & Associates, Inc. Professional Services Agreement

It is recommended that the Board of Trustees approve the Ravatt, Albrecht & Associates, Inc. Professional Services Agreement, as submitted.

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

8. Approval of Smith Mechanical-Electric-Plumbing Change Orders

It is recommended that the Board of Trustees approve the Smith Mechanical-Electric-Plumbing change orders, for unforeseen conditions at the Innovation Center, as submitted.

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

**C. EDUCATIONAL SERVICES**

1. Comprehensive School Safety Plan (CSSP) for All School Sites

It is recommended that the Board of Trustees approve the Comprehensive School Safety Plan (CSSP) for Alice Shaw, Joe Nightingale, Patterson Rd., Pine Grove, Ralph Dunlap, Lakeview JHS, Orcutt JHS, Orcutt Academy K-8, Orcutt Academy Independent Study and Orcutt Academy High School, as submitted.

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

**GENERAL ANNOUNCEMENTS**

- A. Unless otherwise noticed, the next regular board meeting is scheduled for Wednesday, March 11, 2020, with Closed Session starting at 6:00 p.m., Public Session at 6:45 p.m. in the Los Alamos Gym 480 Centennial Street, Los Alamos, CA 93440. There will be a Special Curriculum Board Meeting held on Wednesday, February 26, 2020, beginning at 6:00 p.m. in the District Board Room.

**ADJOURN TO CLOSED SESSION (If Needed)**

- A. Public Report on Action Taken in Closed Session

**ADJOURN**

*In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Superintendent's Office at (805) 938-8907. Notification 48 hours prior to the meeting will enable the district to make reasonable arrangements to ensure accessibility to this meeting.*

*All documents related to the open session agenda are available for review 72 hours prior to the meeting at the Orcutt Union School District Office, 500 Dyer Street, Orcutt, CA.*

Classified Personnel Action Report  
Orcutt Union School District  
February 12, 2020



TO: Deborah Blow, Ed.D.

SUBMITTED BY: Susan Salucci, Assistant Superintendent/Human Resources

SUBJECT: Recommendations for Board Approval

Name	Site/Dept.	Classification	Step/ Range	Hours	Rate of Pay	Effective	Action/Information
Badenell, Lisa	Transportation	Bus Attendant	11/6	6.72	\$18.48 per hr.	6/5/2020	Request Early Retirement Incentive
Ballard, Sue	Dunlap	Child Nutrition Worker	7/6	2.75	\$16.75 per hr.	1/27/2020	Involuntary Transfer (site)
Crandall, Crystal	Patterson	Instructional Assistant, I	11/6	3.5	\$18.48 per hr.	1/26/2020	Resignation
Crockett, Neil	Transportation	Bus Driver, Substitute	18		\$17.22 per hr.	1/1/2020	Resignation
Gelotti, Lindsay	Pine Grove	Instructional Assistant, I	11/2	3.5	\$15.20 per hr.	1/27/2020	Request Change in Assignment/Site
Hayes, Daniel	Operations	Utility Worker, Substitute	18		\$16.36 per hr.	1/22/2020	Substitute
Hernandez, Daniel	Maintenance	Maintenance Craftsperson	26/3	8.0	\$4,021 per mo.	2/7/2020	Resignation
Nance, Donna	Pine Grove	Media Specialist	14/6	25 per wk.	\$19.90 per hr.	6/11/2020	Retirement
Nelson, Bailey	Shaw	Instructional Assistant, II	12/1	3.5	\$14.84 per hr.	1/14/2020	Permanent/Probationary
Ruiz, Crystal	Pine Grove	Child Nutrition Worker	7/3	2.0	\$14.46 per hr.	1/27/2020	Involuntary Transfer (site)
Stites, Jennette	Nightingale	Instructional Assistant, II	12/6	6.0	\$18.94 per hr.	1/27/2020	Promotion
Umphlett, Hanna	Orcutt JH	Instructional Assistant, II	12/1	3.5	\$14.84 per hr.	1/27/2020	Permanent/Probationary
Wasylychyn, Stephanie	Nightingale	Instructional Assistant, II	12/6	3.75	\$18.94 per hr.	1/27/2020	Request change in assignment/reduction in hours



Certificated Personnel Action Report  
Orcutt Union School District  
February 12, 2020

TO: Dr. Deborah Blow, Superintendent

FROM: Susan Salucci, Assistant Superintendent / Human Resources

RE: Recommendations for Board Approval and Ratification

<b>NAME</b>	<b>SCHOOL</b>	<b>CLASS/STEP</b>	<b>SALARY</b>	<b>EFFECTIVE DATE</b>	<b>ACTION INFORMATION</b>
Ahler, Laura	Joe Nightingale	Extra Duty	\$40/hr	12/3/19	IEP Meeting, 1 hr
Alter, Sara	Ralph Dunlap District	Hourly	\$25	12/2-12/20/19 12/17/19	Intervention, 69 hrs Dibels, 3 hrs
Baldwin, Beth	Lakeview JHS	Extra Duty	\$40/hr	12/19/19	IEP Meeting, .5 hr
Barba, Patricia	Alice Shaw	Extra Duty	\$40/hr	12/7/19	Steam Academy, 4.75 hrs
Barr, Tiffany	Orcutt Academy I/S	III-2	\$49,946	2019-20	Probationary
Batchelor, Melanie	Pine Grove District	Hourly	\$25	12/2-12/18/19 12/13/19	Art Enrichment, 44 hrs Dibels, 6.5 hrs
Benedict, Patricia	Patterson Road District	Hourly	\$25	12/2-12/20/20 12/4/19	Intervention, 64.5 hrs Dibels, 6 hrs
Barbour, Katherine	Patterson Road	Extra Duty	\$40/hr	12/3-12/19/19	After School Computer, 6 hrs
Belanger, Rebecca	Pine Grove	Extra Duty	\$40/hr	12/7/19	Steam Academy, 4.75 hrs
Bloom, Loren	Joe Nightingale	Extra Duty	\$47.10/hr	12/5-12/19/19	IEP Meetings, 3.5 hrs
Blanchard, Kimberly	Joe Nightingale District	Hourly	\$25	12/2-12/18/19 12/4-12/11/19	Intervention, 59.5 hrs Dibels, 6 hrs
Bormes, Lori	Ralph Dunlap	Hourly	\$25	12/2-12/18/19	Art Enrichment, 51 hrs
Bornhoft, Kristin	Orcutt Academy HS	Extra Duty	\$40/hr	12/11/19	Worked Prep, .5 hr
Brickey, Patrick	Lakeview JHS	Extra Duty	\$40/hr	12/4-12/19/19 12/14/19 12/7/19	After School Computer, 3 hrs Saturday School, 3 hrs Discovery Education, 4.5 hrs
Brown, Matthew	Joe Nightingale	Extra Duty	\$40/hr	10/22-10/24/19	IEP Meetings, 1.25 hrs
Buchanan, Sarah	Pine Grove District	Hourly	\$25	12/2-12/17/19 12/2-12/17/19 12/3-12/19/19	Intervention, 42.5 hrs After School Computer, 9 hrs Dibels, 24 hrs
Camacho, Diane	District	Hourly	\$25	12/2-12/13/19	Dibels, 57 hrs
Campbell, Kaitlin	District	Hourly	\$25	12/4-12/18/19	Dibels, 27.5 hrs
Cantrell, Andrea	District Ralph Dunlap	Hourly	\$25	12/17/19 12/2-12/19/19	Dibels, 3 hrs Intervention, 63 hrs

\*To be prorated

<b>NAME</b>	<b>SCHOOL</b>	<b>CLASS/STEP</b>	<b>SALARY</b>	<b>EFFECTIVE DATE</b>	<b>ACTION INFORMATION</b>
Cave, Kelsey	Patterson Road	Extra Duty	\$47.10/hr	11/12-12/19/19	IEP Meetings, 3.5 hrs
Cedillo, Monica	Orcutt Academy HS	Extra Duty	\$40/hr	12/9/19	IEP Meeting, .75 hr
Chamberlain, Beth	Orcutt Academy HS	Daily	\$110	12/17/19	Shadow for Long Term Sub, 1 day
Chambless, Amy	Alice Shaw	Extra Duty	\$47.10/hr	11/26-12/16/19	IEP Meetings, 3 hrs
Chartier, Victoria	Pine Grove	Extra Duty	\$40/hr	12/7/19	Discovery Education, 4.5 hrs
Cleveland, Paul	Lakeview JHS	Extra Duty	\$40/hr	12/2-12/20/19 12/3/19 12/7/19	SysOp, 5 hrs Worked Prep, 1 hr Steam Academy, 3.05 hrs
Coburn, Josie	Orcutt Academy HS Orcutt JHS Lakeview JHS Patterson Road Joe Nightingale Alice Shaw	Extra Duty	\$40/hr	12/17/19  12/17/19 12/2-12/19/19	High School Concert, 4 hrs  Jr High School Concert, 4 hrs  Before and After School Band, 13 hrs
Coffey, Jody	Alice Shaw	Extra Duty	\$40/hr	12/9-12/16/19	IEP Meetings, 2.25 hrs
Collison, Deirdre	Alice Shaw	Extra Duty	\$40/hr	12/7/19	Steam Academy, 4.75 hrs
Columnas, Stacy	Pine Grove	Daily	\$110	12/10-12/11/19	Shadow for Long Term Sub, 2 days
Craft, Cheri	Ralph Dunlap	Extra Duty	\$40/hr	5/20-5/22/19 11/20/19	IEP Meetings (last year) 2.5 hrs IEP Meeting, 1 hr
Cutler, Elizabeth	Lakeview JHS	Extra Duty	\$50/ea	12/18/19	JH Sport Supervisor, 1 game
Dahl, Cheryl	Joe Nightingale	Extra Duty	\$40/hr	12/12/19	IEP Meeting, 1 hr
Danielson, Lisa	Ralph Dunlap	Extra Duty	\$40/hr	12/7/19	Discovery Education, 4.5 hrs
Day, Michelle	Olga Reed	Extra Duty	\$47.10/hr	12/2-12/12/19	IEP Meetings, 2 hr
Day, Shannon	Ralph Dunlap	Extra Duty	\$40/hr	11/13/19	IEP Meeting, .5 hr
Decker, Bri	Orcutt Academy HS	Stipend	\$1400	2019-20	Boys Varsity Volleyball Coach
Dell'Armo, John	Orcutt Academy HS	Extra Duty	\$40/hr	12/2-12/16/19	Intervention, 6 hrs
Dell'Armo, Sarah	Orcutt JHS	Extra Duty	\$470	10/22-12/11/19	JH Sport Supervisor, 8 game bonus
Doerksen, Allie	Pine Grove	Extra Duty	\$40/hr	12/11/19 12/7/19	IEP Meeting, 1 hr Steam Academy, 4.75 hrs
Elkin, Miranda	Patterson Road	Extra Duty	\$40/hr	12/19/19	IEP Meeting, 1 hr
Edds, John	District	Hourly	\$25	12/2-12/18/19	Dibels, 50.25 hrs
Eubanks, Lauren	Orcutt Academy HS	Extra Duty	\$40/hr	12/2-12/16/19 12/13/19	Peer Tutor Supervisor, 2.5 hrs IEP Meeting, .5 hr
Fenske, Christina	Orcutt Academy K-8 Olga Reed	Hourly	\$25	12/6-12/13/19 12/3-12/10/19	Garden Educator, 11 hrs Garden Educator, 8 hrs

\*To be prorated

<b>NAME</b>	<b>SCHOOL</b>	<b>CLASS/ STEP</b>	<b>SALARY</b>	<b>EFFECTIVE DATE</b>	<b>ACTION INFORMATION</b>
Fichter, Megan	Lakeview JHS	Extra Duty	\$40/hr	12/3-12/19/19 12/3/19	After School Computer, 6 hrs Worked Prep, 1 hr
Francisco, Mary	Ralph Dunlap	Extra Duty	\$40/hr	12/18/19	IEP Meeting, 1 hr
Frantz, Michele	Joe Nightingale	Extra Duty	\$40/hr	12/2/19	Kinder Task Force, 1.75 hrs
Fraser, Jamie	Pine Grove	Extra Duty	\$47.10/hr	12/3-12/16/19	IEP Meetings, 3.5 hrs
Fredriks, Tymen	District Orcutt Academy HS	Extra Duty	\$40/hr	9/13-9/27/19 12/2-12/16/19	Home & Hospital, 2 hrs Intervention, 6 hrs
Freeland, Susan	Joe Nightingale District	Hourly	\$25	12/2-12/18/19 12/4-12/11/19	Intervention, 68 hrs Dibels, 9 hrs
Furst, Elaine	District	Extra Duty	\$40/hr	12/7/19	Steam Academy, 4 hrs
Galanti, Alena	Orcutt JHS	III-4	\$53,350	6/5/20	Resignation
Garcia, Deedra	Patterson Road	Hourly	\$25	12/3-12/19/19 12/2-12/20/19	After School Computer, 6 hrs Intervention, 72 hrs
Golden, Cassandra	District	Hourly	\$25	12/2-12/18/19	Dibels, 57.75 hrs
Greenup, Kelly	Joe Nightingale	Extra Duty	\$40/hr	12/9-12/12/19	IEP Meeting, 1.75 hrs
Griffin, Simon	Lakeview JHS	Extra Duty	\$40/hr	12/3/19	Worked Prep, 1 hr
Guerrero, Angeli	Joe Nightingale	Extra Duty	\$47.10/hr	12/18/19	IEP Meeting, 1.25 hrs
Hadley, Amanda	Patterson Road	Hourly	\$25	11/21/19 12/2-12/20/19 12/3-12/19/19	Dibels, 2 hrs Intervention, 54 hrs After School Computer, 5 hrs
Hart, Debra	Olga Reed	Hourly	\$25	12/2-12/20/19	Intervention, 63 hrs
Hart, Tamara	District	V-20	\$93,119	6/5/20	Request Participation in Early Retirement Program
Henry, Kristi	Joe Nightingale	Extra Duty	\$47.10/hr	12/9-12/19/19	IEP Meetings, 2.75 hrs
Hemphill, Juliann	Orcutt Academy HS	Hourly	\$20	12/2-12/20/19	Webmaster, 5 hrs
Hinden, Susie	Patterson Road	Extra Duty	\$40/hr	12/7/19	Discovery Education, 4.5 hrs
Hodson, Joslyn	Patterson Road	Extra Duty	\$40/hr	11/21-12/19/19 12/7/19	After School Computer, 8 hrs Steam Academy, 3.16 hrs
Holladay, Brittany	District	Hourly	\$25	12/2-12/18/19	Dibels, 57.25 hrs
Hopkins, Tiffany	District	Hourly	\$25	12/3-12/18/19	Dibels, 39.25 hrs
Hotchkiss, Molly	District	Hourly	\$25	12/2-12/4/19	Resource Support Teacher, 2 hrs
Ibarra, Emily	Joe Nightingale	Daily	\$110	12/2-12/4/19	Shadow to take over hourly Art Enrichment, 3 days
Jackson, Nicole	Alice Shaw / District	Extra Duty	\$40/hr	11/21/19	Dibels, 2 hrs
Johnson, Alicia	Ralph Dunlap	Extra Duty	\$40/hr	9/11/19	IEP Meeting, 1 hr
Johnson, Deanne	Alice Shaw	Extra Duty	\$40/hr	11/21/19	Dibels, 2 hrs

\*To be prorated



<b>NAME</b>	<b>SCHOOL</b>	<b>CLASS/STEP</b>	<b>SALARY</b>	<b>EFFECTIVE DATE</b>	<b>ACTION INFORMATION</b>
Johnson, Melissa	Ralph Dunlap	Hourly	\$25	11/5-12/18/19	Long Term Sub Additional Duties, 13 hrs
Jones, Cara	Joe Nightingale	Hourly	\$25	12/2-12/20/19	Intervention, 30 hrs Overage Support Teacher, 30 hrs
Kantorowski, Jennifer	Olga Reed District	Hourly	\$25	12/2-12/12/19 12/3/19	Intervention, 33.25 hrs Dibels, 4.25 hrs
Kintzi, Dona	Orcutt Academy HS	V-15	\$83,314	6/5/20	Request Participation in Early Retirement Program
Kirby, Jeff	Orcutt JHS	Extra Duty	\$410	10/22-12/11/19	JH Sport Supervisor, 7 game bonus
Kirkland, Keri	Lakeview JHS	Extra Duty	\$40/hr	12/3-12/16/19	After School Computer, 3 hrs
Kozel, Aaron	Ralph Dunlap	Extra Duty	\$40/hr	12/2-12/16/19 12/19/19 12/7/19	After School Band, 5 hrs IEP Meeting, 1 hr Steam Academy, 3.83 hrs
Kuykendall, Colleen	District	Extra Duty	\$40/hr	11/21/19 12/7/19	Dibels, 1.5 hrs Steam Academy, 2.25 hrs
Laflin, Debra	Olga Reed	Extra Duty	\$40/hr	12/12/19	IEP Meeting, 1 hr
Lake, Erin	District	Hourly	\$25	12/2-12/18/19	Dibels, 64.5 hrs
Langley, Cassidy	Pine Grove	Extra Duty	\$40/hr	12/7/19	Discovery Education, 4.5 hrs
Lara, Nichol	Alice Shaw	Hourly	\$25	12/2-12/20/19	Intervention, 61 hrs
Larrabee, Jennifer	Patterson Road	Hourly	\$25	12/4-12/20/19	Art Enrichment, 49.75 hrs
Leach, Veronica	Olga Reed District	Hourly	\$25	12/2-12/13/19 12/6-12/13/19 12/16-12/17/19	Intervention, 35.25 hrs Art Enrichment, 5 hrs Dibels, 12 hrs
Lee, Tanya	Olga Reed	Extra Duty	\$40/hr	12/5-12/12/19 12/7/19	After School Band, 1.5 hrs Steam Academy, 4.75 hrs
Lindemulder, Gerald	Orcutt JHS	Extra Duty V-20	\$40/hr \$93,119	12/3-12/18/19 6/5/20	Worked Prep, 2.5 hrs Request Participation in Early Retirement Program
Leyden, Candance	District	Hourly	\$25	12/3-12/18/19	Dibels, 57.75 hrs
Lopez, Desiree	Orcutt Academy HS District	Extra Duty  IV-8	\$40/hr  \$63,773	10/4-12/6/19 12/2-12/16/19 12/10-12/19/19 6/5/20	Worked Prep, 2 hrs After School Tutoring, 3 hrs Home & Hospital, 3 hrs Resignation
Lopez, Shannon	Joe Nightingale	Extra Duty	\$47.10/hr \$40/hr	12/5-12/17/19 12/2/19	IEP Meetings, 2.75 hrs Kinder Task Force, 1.75 hrs
Lovell, Stacey	Orcutt Academy K-8	Extra Duty	\$40/hr	12/7/19	Steam Academy, 4.75 hrs
McGray, Cheryl	District	Hourly	\$25	12/2-12/18/19	Dibels, 16.75 hrs
Macdonald, Christa	Alice Shaw	Extra Duty	\$40/hr	12/10-12/16/19 12/2/19	IEP Meetings, 2 hrs Kinder Task Force, 1.75 hrs
Majewski, Katlin	Pine Grove District	Hourly	\$25	12/2-12/17/19 12/2-12/17/19 12/3-12/19/19	Intervention, 42.5 hrs After School Computer, 9 hrs Dibels, 14.5 hrs
Manich, Cher	District	Extra Duty	\$40/hr	12/7/19	Steam Academy, 3.25 hrs

\*To be prorated

<b>NAME</b>	<b>SCHOOL</b>	<b>CLASS/ STEP</b>	<b>SALARY</b>	<b>EFFECTIVE DATE</b>	<b>ACTION INFORMATION</b>
Mason, Caryn	Orcutt Academy I/S	Hourly	\$30	12/2-12/19/19	Support Teacher, 96 hrs
Mason, Joel	Orcutt Academy HS	Extra Duty	\$40/hr	12/9/19	IEP Meeting, .75 hr
Mason, Josh	Orcutt Academy HS	Extra Duty	\$40/hr	12/5/19	Intervention, 1 hr
Matautia, Jewelee	Orcutt Academy K-8	Hourly	\$25	12/2-12/13/19 12/2-12/12/19	Intervention, 50.5 hrs Art Enrichment, 2 hrs
Meyer, Karen	Ralph Dunlap	Extra Duty	\$40/hr	12/2/19	Kinder Task Force, 1.75 hrs
Millan, Laurie	Alice Shaw	Hourly	\$25	12/5-12/20/19	Intervention, 50.5 hrs
Murch, Tamara	Orcutt JHS	Extra Duty Hourly	\$40/hr \$25	12/3-12/4/19 12/2-12/19/19	Worked Prep, 1 hr Title 1 Support, 29.5 hrs
Naess, Jennifer	Patterson Road	Extra Duty	\$47.10/hr	12/9-12/19/19	IEP Meetings, 4.5 hrs
Nordwall, Jubilee	Orcutt JHS	Extra Duty	\$40/hr	12/3/19 12/9-12/19/19 12/4-12/18/19	Worked Prep, 1 hr IEP Meetings, 1.5 hrs Homework Club, 3 hrs
Olson-Sanchez, Alysha	Orcutt Academy HS	Extra Duty	\$40/hr	12/8-12/18/19 10/10-11/21/19	IEP Meeting, .75 hrs Intervention, 5 hrs
Padilla, Valerie	Alice Shaw	Extra Duty	\$47.10/hr	12/3-12/16/19	IEP Meetings, 3.5 hrs
Parker, Elizabeth	Joe Nightingale	Extra Duty	\$40/hr	12/5/19	IEP Meeting, .5 hr
Pawley, Lise	Joe Nightingale	Extra Duty	\$40/hr	12/19/19 12/7/19	IEP Meeting, 1 hr Steam Academy, 4.75 hrs
Pay, Eimile	Joe Nightingale Pine Grove Olga Reed	Hourly	\$25	12/2-12/20/19	Music Support, 90 hrs
Perales, Anita	Joe Nightingale	Extra Duty	\$47.10/hr	12/3-12/19/19	IEP Meetings, 4.5 hrs
Penk, Heather	Orcutt Academy HS	Extra Duty	\$40/hr	12/3-12/10/19 12/2-12/20/19	Intervention, 2 hrs Morning Library Support, 7.5 hrs
Perez, Anayeli	Orcutt Academy HS	Extra Duty	\$40/hr	12/18/19	IEP Meeting, .5 hr
Perez, Cecilia	Orcutt JHS	Extra Duty	\$47.10/hr	12/19-12/20/19	IEP Meetings, 1.83 hrs
Peterson, MaryJane	Orcutt JHS	Extra Duty	\$40/hr	12/19/19	IEP Meeting, .83 hr
Pimentel, Jade	Joe Nightingale	Extra Duty	\$40/hr	12/16/19	IEP Meeting, .75 hr
Pollock, Christin	Ralph Dunlap	Extra Duty	\$40/hr	10/9/19	IEP Meeting, .5 hr
Ramin, Ginger	Orcutt JHS	Extra Duty	\$47.10/hr \$40/hr	10/14-11/26/19 12/5-12/6/19	IEP Meetings, 4 hrs Worked Prep, 1 hr
Ramirez, Nancy	Joe Nightingale	III-2	\$49,946	2019-20	Received verification of service years, correction in pay
Ramos, Lynn	Joe Nightingale	Extra Duty	\$40/hr	12/7/19	Steam Academy, 4.75 hrs
Rapson, Dave	Patterson Road	Daily	\$110	12/9-12/13/19	Shadow for Long Term Sub, 2 days
Reyes, Emily	Orcutt JHS	Extra Duty	\$40/hr	12/3-12/19/19	Detention, 6 hrs

\*To be prorated

<b>NAME</b>	<b>SCHOOL</b>	<b>CLASS/ STEP</b>	<b>SALARY</b>	<b>EFFECTIVE DATE</b>	<b>ACTION INFORMATION</b>
Reynolds, Crystal	Orcutt JHS	Extra Duty	\$40/hr	12/4/19	Worked Prep, 1.5 hrs
Rhyne, Suzi	Joe Nightingale	Extra Duty	\$40/hr	12/18/19 12/7/19	IEP Meeting, 1.25 hrs Steam Academy, 4.75 hrs
Rianda, Terry	District	Hourly	\$50	12/10-12/17/19 12/3-12/17/19	Intern / New Teacher Support, 4 hrs Induction Mentor, 16 hrs
Richardson, Laura	Joe Nightingale District	Hourly	\$25	12/2-12/18/19 12/4-12/11/19	Intervention, 74 hrs Dibels, 9 hrs
Riezebos, Devin	Pine Grove	Extra Duty	\$40/hr	12/7/19	Steam Academy, 4.25 hrs
Ross, Ellery	Ralph Dunlap	III-6	\$56,991	2020-21	Request Unpaid Leave of Absence
Rowland, JoAnn	Alice Shaw	Hourly	\$25	12/4-12/20/19	Art Enrichment, 48 hrs
Romo-Buenditempo, Sara	Alice Shaw	Hourly	\$25	12/2-12/20/19	Intervention, 49.5 hrs
Ruth, Amy	Alice Shaw	Extra Duty	\$40/hr	12/7/19	Steam Academy, 2.67 hrs
Salvesen, Kris	Pine Grove	Hourly	\$25	12/2-12/17/19	Intervention, 40 hrs
Sanders, Greg	Lakeview JHS	Extra Duty	\$40/hr	12/5-12/18/19 12/3-12/20/19	After School Computer, 3 hrs Worked Prep, 4 hrs
Schmid, Renee	Joe Nightingale	Extra Duty	\$40/hr	12/17-12/19/19	IEP Meeting, 1.25 hrs
Schubert, Danielle	Orcutt JHS	IV-9	\$65,917	6/5/20	Resignation
Segura, Monique	Alice Shaw	Extra Duty	\$40/hr	11/21/19 12/2/19 12/7/19	Dibels, 2 hrs Kinder Task Force, 1.75 hrs Discovery Education, 4.5 hrs
Sharp, Augusta	Orcutt JHS	Extra Duty	\$47.10/hr	12/9-12/20/19	IEP Meetings, 2.5 hrs
Sherer, Diana	Orcutt Academy I/S	Hourly	\$30	12/3-12/19/19	Support Teacher, 80 hrs
Shuffield, Jamie	Patterson Road	Extra Duty	\$40/hr	12/7/19	Discovery Education, 4.5 hrs
Slezak, Sarah	Lakeview JH Orcutt JH Patterson Road Joe Nightingale	Extra Duty	\$40/hr	12/4-12/18/19	Music PLC, 3 hrs
Slovak, Julie	Pine Grove	Extra Duty	\$40/hr	12/7/19	Discovery Education, 4.5 hrs
Smith, April	Lakeview JHS	Hourly	\$50/ea	12/5/19	JH Sports Supervisor, 1 game
Stapp, Haylee	Patterson Road	Extra Duty	\$47.10/hr	12/10-12/19/19	IEP Meetings, 3.25 hrs
Sussex, Joy	Patterson Road	V-5	60,493	2020-21	Request Personal Leave of Absence
Taira, Myrna	Joe Nightingale	Extra Duty	\$40/hr	12/5-12/17/19	IEP Meetings, 2.5 hr
Takier, Jennifer	Alice Shaw	Daily	\$110	12/2/19	Shadow for Long Term Sub, 1 day
Taubenheim, Aniko	Ralph Dunlap	Extra Duty	\$40/hr	12/2/19	Kinder Task Force, 2 hrs
Thompson, Linda	Alice Shaw	Extra Duty	\$47.10/hr	9/9-12/16/19	IEP Meetings, 15.5 hrs

\*To be prorated

<b>NAME</b>	<b>SCHOOL</b>	<b>CLASS/ STEP</b>	<b>SALARY</b>	<b>EFFECTIVE DATE</b>	<b>ACTION INFORMATION</b>
Trenev, Valerie	Alice Shaw	Extra Duty	\$40/hr	12/7/19	Steam Academy, 4.75 hrs
Tuggle, Julianne	Olga Reed	Hourly	\$25	2019-20	Overage Support, 10 hrs wk
Tullis, Polly	Lakeview JHS	Extra Duty	\$40/hr	12/9/19	Worked Prep, 1 hr
Turner, Kathryn	District	Hourly	\$25	12/2-12/12/19	Dibels, 27.75 hrs
Tymn, Elizabeth	Pine Grove	Extra Duty	\$40/hr	12/3-12/10/19 12/2/19 12/7/19	After School Band, 2 hrs Kinder Task Force, 1.25 hrs Discovery Education, 4.5 hrs
Wellard, Amy	Alice Shaw	Extra Duty	\$40/hr	12/2-12/17/19	After School Computer, 6 hrs
Villasenor, Jessica	Olga Reed	Extra Duty	\$40/hr	12/12/19	IEP Meeting, 1 hr
Westhoff, Kazan	Joe Nightingale	Extra Duty	\$47.10/hr	12/6-12/16/19	IEP Meetings, 2.59 hrs
Whitehair, Steven	Patterson Road	Extra Duty	\$47.10/hr	12/9/19	IEP Meeting, 1 hr
Whitted, Dana	Olga Reed District	Hourly	\$25	12/2-12/13/19 12/5-12/12/19 12/4/19	Intervention, 39 hrs Art Enrichment, 5 hrs Dibels, 3 hrs
Widle, Tiffany	Joe Nightingale	Extra Duty	\$40/hr	12/2/19	Kinder Task Force, 1.75 hrs
Wilson, Shauna	Orcutt Academy K-8	Extra Duty	\$40/hr	12/17/19	IEP Meeting, 1 hr
Winters, Gabriella	Ralph Dunlap	Extra Duty	\$47.10/hr	9/11-11/21/19	IEP Meetings, 2.5 hrs
Winters, Nicole	Joe Nightingale	Hourly	\$25	12/2-12/18/19	Art Enrichment, 48 hrs
Winkelpleck, Dustin	Patterson Road	Extra Duty	\$40/hr	11/19-12/19/19	After School Computer, 9 hrs
Wogahn, Alyssa	Patterson Road	Extra Duty	\$40/hr	12/7/19	Steam Academy, 4 hrs
Yamaichi, Anna	Pine Grove	Hourly	\$25	12/2-12/13/19	Overage Support Teacher, 55.5 hrs
Yamamoto, Alana	Orcutt Academy HS	Extra Duty	\$47.10/hr	12/9-12/18/19	IEP Meetings, 1.67 hrs
York, Sarah	Patterson Road	Hourly	\$25	12/4-12/13/19	Long Term Sub Additional Duties, 2.5 hrs
Zamudio, Kelli	Orcutt JHS	Extra Duty	\$40/hr	11/1-12/20/19	SysOp, 5 hrs
Zucker, Anna	Orcutt JHS	Extra Duty	\$40/hr	12/4/19	Worked Prep, 1 hr

\*To be prorated

# ***ORCUTT ACADEMY CHARTER SCHOOL***

## ***ORCUTT UNION SCHOOL DISTRICT***

***TO:*** Dr. Deborah Blow  
District Superintendent

***FROM:*** Susan Salucci  
Assistant Superintendent of Human Resources

***DATE:*** February 12, 2020

***RE: NOTIFICATION TO BOARD – HIRING OF ADDITIONAL CHARTER  
HIGH SCHOOL COACHES FOR 2019-20 SCHOOL YEAR***

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***Orcutt Academy Charter HS:***

Bri Decker                      Boys Varsity Volleyball

***Unpaid Volunteers:***

Mike Whitford                  Softball

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

## Warrants

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

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

**ORCUTT UNION SCHOOL DISTRICT  
BOARD OF TRUSTEES  
REGULAR MEETING MINUTES  
January 15, 2020**

**CALL TO ORDER**

A regular meeting of the Board of Trustees of the Orcutt Union School District was held on Wednesday, January 15, 2020, beginning with Liz Phillips calling Public Session to order at 6:00 p.m. The Pledge of Allegiance was led by Janet Bertoldi. Members Present: Phillips, Waffle, Steller, Henderson, and Morinini. Administrators Present: Blow, Edds, Salucci, Young and Fell.

**ADJOURN TO CLOSED SESSION**

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

**RECONVENE TO PUBLIC SESSION**

The meeting reconvened to Public Session at 6:41 p.m. Liz Phillips reported that no action was taken in closed session. It was moved by Shaun Henderson, seconded by Mark Steller and carried to adopt the January 15, 2020, agenda as presented. Ayes: Phillips, Waffle, Steller, Henderson, and Morinini.

**SUPERINTENDENT'S REPORT**

Dr. Blow and the Board acknowledged Ms. Josie Coburn, Band Teacher and two drum majors, Anthony Medina and Noah Antonio for the excellent job they did at the Orcutt Christmas Parade. OAHS ASB officers, Nathan Calhoun, President, Haley Parker, Vice-President, Jack Hinkle, Secretary and Raphael Relyea, Treasurer gave ASB updates. Leslie Wagonseller, Pine Grove Principal, introduced Jeri Sharpe, PE Teacher. Ms. Sharpe and a group of 5<sup>th</sup> and 6<sup>th</sup> grade students from Mr. Maderas class gave a presentation on Bal-A-Vis-X. Sean Spellecy, New Dawn gave a presentation to the Board on Social Media Monitoring for Student Safety, via teleconference call. Elliott Feldman, with Schneider Electric gave an update to the Board regarding an Energy Efficiency and Reinvestment Program. Dr. Blow presented to the Board an update of progress towards the 2019-20 Strategic Plan Targets.

**ITEMS FROM THE BOARD**

Liz Phillips commented on the upcoming Governance Retreat in February. Liz Phillips also discussed possibly doing a board meeting in Los Alamos. Mark Steller commented on the Orcutt Christmas Parade and the OAHS Quiz Bowl.

**PUBLIC COMMENT**

None

**CONSENT AGENDA ITEMS**

- A. Classified Personnel Action Report
- B. Certificated Personnel Action Report
- C. OAHS Hiring of Additional Coaches
- D. Approval of Warrants
- E. Minutes, Board Meeting, December 11, 2019
- F. Minutes, Special Annual Organizational Board Meeting, December 16, 2019
- G. OAHS Boys Basketball CIF Trip
- H. OAHS Boys Soccer CIF Trip
- I. OAHS Boy Varsity Tennis Team Trip
- J. OAHS Girls Basketball Team Trip
- K. OAHS Girls Soccer Team CIF Trip
- L. OAHS, Orcutt JHS, Lakeview JHS Music in the Park Trip
- M. OAHS Robotics Regional Competition Trip
- N. Board Policy 0520, Intervention for Underperforming Schools for second reading
- O. Board Policy 0520.1, Comprehensive, and Targeted Support and Improvement, for second reading

It was moved by Mark Steller, seconded by Melanie Waffle and carried to approve consent agenda items A - O, as submitted. Ayes: Phillips, Waffle, Steller, Henderson, and Morinini.

### **ACTION AGENDA ITEMS**

It was moved by Shaun Henderson, seconded by Liz Phillips, and carried to approve the acceptance of gifts, and that a letter of acceptance and appreciation be sent to Rick Rust/Aera Energy, LLC and Lata Murti. Ayes: Phillips, Waffle, Steller, Henderson, and Morinini.

#### **School Plan for Student Achievement for Ralph Dunlap, Joe Nightingale, Pine Grove and Orcutt Jr. High School**

It was moved by Mark Steller, seconded by Lisa Morinini, and carried to approve the School Plan for Student Achievement for Ralph Dunlap, Joe Nightingale, Pine Grove and Orcutt Jr. High School. Ayes: Phillips, Waffle, Steller, Henderson, and Morinini.

#### **Board Policy 5116.1, Intradistrict Open Enrollment**

It was moved by Lisa Morinini, seconded by Shaun Henderson, and carried to adopt the revisions to Board Policy 5116.1, Intradistrict Open Enrollment, for the first reading and that it be placed on the next Consent Agenda for second reading. Ayes: Phillips, Waffle, Steller, Henderson, and Morinini.

#### **Board Policy 5117, Interdistrict Attendance**

It was moved by Mark Steller, seconded by Melanie Waffle, and carried to adopt the revisions to Board Policy 5117, Interdistrict Attendance, for the first reading and that it be placed on the next Consent Agenda for second reading. Ayes: Phillips, Waffle, Steller, Henderson, and Morinini.

#### **Board Policy 5118, Open Enrollment Act Transfers**

It was moved by Melanie Waffle, seconded by Lisa Morinini, and carried to approve the deletion of Board Policy 5118, Open Enrollment Act Transfers, for the first reading and that it be placed on the next Consent Agenda for second reading. Ayes: Phillips, Waffle, Steller, Henderson, and Morinini.

#### **Board Policy 5131.2, Bullying**

It was moved by Shaun Henderson, seconded by Lisa Morinini, and carried to adopt the revisions to Board Policy 5131.2, Bullying, for the first reading and that it be placed on the next Consent Agenda for second reading. Ayes: Phillips, Waffle, Steller, Henderson, and Morinini.

#### **Board Policy 5141.21, Administer Medication and Monitoring Health Conditions**

It was moved by Shaun Henderson, seconded by Melanie Waffle, and carried to adopt the revisions to Board Policy 5141.21, Administer Medication and Monitoring Health Conditions, for the first reading and that it be placed on the next Consent Agenda for second reading. Ayes: Phillips, Waffle, Steller, Henderson, and Morinini.

#### **Board Policy 6143, Courses of Study**

It was moved by Melanie Waffle, seconded by Mark Steller, and carried to adopt the revisions to Board Policy 6143, Courses of Study, for the first reading and that it be placed on the next Consent Agenda for second reading. Ayes: Phillips, Waffle, Steller, Henderson, and Morinini.

#### **Board Policy 6154, Homework/Makeup Work**

It was moved by Melanie Waffle, seconded by Lisa Morinini, and carried to adopt the revisions to Board Policy 6154, Homework/Makeup Work, for the first reading and that it be placed on the next Consent Agenda for second reading. Ayes: Phillips, Waffle, Steller, Henderson, and Morinini.

### **GENERAL ANNOUNCEMENTS**

Unless otherwise noticed, the next regular board meeting is scheduled for Wednesday, February 12, 2020, with Closed Session starting at 6:00 p.m., Public Session at 6:45 p.m. in the District Office Board Room, 500 Dyer Street, Orcutt, CA. There will be a Special Curriculum Board Meeting on Wednesday, February 26, 2020, in the District Office Board Room, 500 Dyer Street, Orcutt, CA.

### **ADJOURN**

It was moved by Melanie Waffle, seconded by Mark Steller and carried to adjourn the meeting at 8:19 p.m.

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Deborah L. Blow, Ed.D. Board Secretary

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Melanie Waffle, Clerk, Board of Trustees



**ORCUTT UNION SCHOOL DISTRICT  
BOARD OF TRUSTEES  
SPECIAL BOARD MEETING  
January 21, 2020**

**CALL TO ORDER**

A Special Board Meeting of the Board of Trustees of the Orcutt Union School District was held on Tuesday, January 21, 2020, beginning with Liz Phillips calling Public Session to order at 5:30 p.m. Shaun Henderson led the Pledge of Allegiance. Members Present: Morinini, Phillips, Waffle, Steller, and Henderson. Administrators present: Dr. Deborah Blow. It was moved by Melanie Waffle, seconded by Shaun Henderson and carried to adopt the January 21, 2020 agenda, as presented. Ayes: Phillips, Waffle, Steller, Henderson, and Morinini.

**ADJOURN TO CLOSED SESSION**

It was moved by Lisa Morinini, seconded by Mark Steller and carried to adjourn to Closed Session at 5:31 p.m. Ayes: Phillips, Waffle, Steller, Henderson and Morinini.

**RECONVENE AND ADJOURN**

The meeting reconvened to Public Session at 6:45 p.m. and Liz Phillips reported that there was no action taken in closed session. It was moved by Mark Steller, seconded by Lisa Morinini and carried to adjourn the meeting at 6:46 p.m.

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Deborah Blow, Ed.D., Board Secretary

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Melanie Waffle, Clerk, Board of Trustees

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

District: \_\_\_\_\_

Name of person completing this form: \_\_\_\_\_

Title of person completing this form: \_\_\_\_\_

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

Quarterly report submission date (check one):

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

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

\_\_\_\_\_  
Signature of district superintendent

\_\_\_\_\_  
Date

**INTRADISTRICT OPEN ENROLLMENT**

The Board of Trustees desires to provide enrollment options that meet the diverse needs and interests of district students and parents/guardians, while also maximizing the efficient use of district facilities **and resources**. The Superintendent or designee shall establish procedures for the selection and transfer of students among district schools in accordance with law, Board policy, and administrative regulation.

(cf. 5116.2 - Involuntary Student Transfers)  
(cf. 5117 - Interdistrict Attendance)

The parents/guardians of any student who resides within district boundaries may apply to enroll their child in any district school, regardless of the location of residence within the district. (Education Code 35160.5)

(cf. 5111.1 - District Residency)

The Board shall annually review this policy. (Education Code 35160.5, 48980)

**Enrollment Priorities**

No student currently residing within a school's attendance area shall be displaced by another student transferring from outside the attendance area. (Education Code 35160.5)

(cf. 5116 – School Attendance Boundaries)

The Superintendent or designee shall grant priority ~~to any district~~ **for the enrollment of a student to attend another in a district school**, including a charter school, outside of his/her attendance area, **if the student** as follows:

~~Any student enrolled in a district school that has been identified on the state's Open Enrollment List (Education Code 48354)~~

~~(cf. 5118 – Open Enrollment Act Transfers)~~

1. ~~Any student~~ **Is** enrolled in a district school designated by the California Department of Education as “persistently dangerous.” (20 USC 7912; 5 CCR 11992)

(cf. 0450 - Comprehensive Safety Plan)

2. ~~Any student who~~ **Is** a victim of a violent crime while on school grounds (20 USC 7912)

3. **Is a victim of an act of bullying committed by another district student, as determined through an investigation following the parent/guardian's submission of a written complaint with the school, district, or local law enforcement agency pursuant to Education Code 234.1 (Education Code 46600)**

## INTRADISTRICT OPEN ENROLLMENT

If the district school requested by the student is at maximum capacity, the Superintendent or designee shall accept an intradistrict transfer request for another district school. (Education Code 46600)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 5131.2 - Bullying)

4. ~~Upon a finding that~~ **Is experiencing** special circumstances ~~exist~~ that might be harmful or dangerous to the student in the current attendance area, including but not limited to, threats of bodily harm or threats to the emotional stability of the student. Any such student may transfer to a district school that is at capacity and otherwise closed to transfers. To grant priority under these circumstances, the Superintendent or designee must have received either:  
(Education Code 35160.5)

a. A written statement from a representative of an appropriate state or local agency, such as a law enforcement official, social worker, or a properly licensed or registered professional, such as a psychiatrist, psychologist, ~~or~~ marriage and family therapist, **clinical social worker, or professional clinical counselor**

b. A court order, including a temporary restraining order and injunction

5. ~~Any~~ **Is a** sibling of **another** student already in attendance at that school.

6. ~~Any student whose~~ **Has a** parent/guardian ~~is assigned~~ to that school as his/her primary place of employment.

### Application and Selection Process

The Superintendent or designee shall calculate each school's capacity in a nonarbitrary manner using student enrollment and available space. (Education Code 35160.5)

Except for priorities listed above, the Superintendent or designee shall use a random, unbiased selection process to determine which students shall be admitted whenever the school receives admission requests that are in excess of the school's capacity. (Education Code 35160.5)

Enrollment decisions shall not be based on a student's academic or athletic performance, except that existing entrance criteria for specialized schools or programs may be used

provided that the criteria are uniformly applied to all applicants. Academic performance may be used to determine eligibility for, or placement in, programs for gifted and talented students. (Education Code 35160.5)

(cf. 6172 - Gifted and Talented Student Program)

## **INTRADISTRICT OPEN ENROLLMENT**

### **Transportation**

~~Except as required for transfers out of Title I program improvement schools, the district shall not be obligated to provide transportation for students who attend school outside their attendance area.~~

In general, the district shall not be obligated to provide transportation for students who attend school outside their attendance area.

However, upon parent/guardian request, the district shall provide transportation assistance to any student who is eligible for free or reduced-price meals and whose enrollment in a district school outside the student's attendance area is a result of being a victim of bullying. (Education Code 46600)

(cf. 3250 - Transportation Fees)

(cf. 3540 - Transportation)

Legal Reference:

#### **EDUCATION CODE**

200 Prohibition against discrimination

35160.5 District policies; rules and regulations

35291 Rules

35351 Assignment of students to particular schools

46600-46611 Interdistrict attendance agreements

48200 Compulsory attendance

48204 Residency requirements for school attendance

48300-48316 Student attendance alternatives, school district of choice program

48350-48361 Open Enrollment Act

48980 Notice at beginning of term

#### **CODE OF REGULATIONS, TITLE 5**

11992-11994 Definition of persistently dangerous schools

#### **UNITED STATES CODE, TITLE 20**

6311 State plans

6313 Eligibility of schools and school attendance areas; funding allocation

7912 Transfers from persistently dangerous schools

#### **COURT DECISIONS**

Crawford v. Huntington Beach Union High School District, (2002) 98 Cal.App.4th 1275

#### **ATTORNEY GENERAL OPINIONS**

85 Ops.Cal.Atty.Gen. 95 (2002)

Management Resources:

#### **CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS**

#### **Public School Choice, FAQs**

Every Student Succeeds Act - **Update #8, July 14, 2017** ~~2016-17 School Year Transition Plan, April 2016~~

#### **U.S. DEPARTMENT OF EDUCATION PUBLICATIONS**

Unsafe School Choice Option, May 2004

**Students**

BP 5116.1 (d)

**INTRADISTRICT OPEN ENROLLMENT**

**WEB SITES**

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

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

U.S. Department of Education, <http://www.ed.gov>

Policy Adopted: ~~01/11/2017~~ **02/12/2020** ORCUTT UNION SCHOOL DISTRICT  
Orcutt, California

## **INTERDISTRICT ATTENDANCE**

The Board of Trustees recognizes that parents/guardians of students who reside within **the geographic boundaries of** one district may, for a variety of reasons, ~~choose~~ **desire** to enroll their children in a school in another district.

### **Interdistrict Attendance **Agreements and Permits****

The Board may enter into an agreement with any other school district, for a term not to exceed five school years, for the interdistrict attendance of students who are residents of the districts. (Education Code 46600)

The agreement shall specify the terms and conditions under which interdistrict attendance shall be permitted or denied. It also may contain standards agreed to by both districts for reapplication and/or revocation of the student's permit. (Education Code 46600)

Upon receiving a permit for transfer into the district that has been approved by the student's district of residence, or upon receiving a written request from the parent/guardian of a district student who wishes to enroll in another district, the Superintendent or designee shall review the request and may approve or deny the permit subject to the terms and conditions of the interdistrict attendance agreement.

### **Transportation**

**Upon parent/guardian request, the district shall provide transportation assistance to a student receiving an interdistrict transfer who is eligible for free and reduced-price meals and is the child of an active duty military parent/guardian or a victim of bullying, as defined in Education Code 46600. (Education Code 46600)**

**(cf. 3553 - Free and Reduced Price Meals)**

The district shall not provide transportation beyond any school attendance area. Upon request of a student's parent/guardian, the Superintendent or designee may authorize transportation for interdistrict transfer students to and from designated bus stops within the attendance area of the school that the student attends if space is available.

Legal Reference:

EDUCATION CODE

**8151 Apprentices, exemption from interdistrict attendance agreement**

41020 Annual district audits

46600-46610 Interdistrict attendance agreements

48204 Residency requirements for school attendance

48300-48317 Student attendance alternatives; school district of choice program

48900 Grounds for suspension or expulsion; definition of bullying

**INTERDISTRICT ATTENDANCE**

48915 Expulsion; particular circumstances

48915.1 Expelled individuals: enrollment in another district

48918 Rules governing expulsion procedures

48980 Notice at beginning of term

48985 Notices to parents in language other than English

52317 Regional Occupational center/Program, enrollment of students, interdistrict attendance

**CALIFORNIA CONSTITUTION**

Article 1, Section 31 Nondiscrimination on the basis of race, sex, color, ethnicity, or national origin

**ATTORNEY GENERAL OPINIONS**

87 Ops.Cal.Atty.Gen. 132 (2004)

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

**COURT DECISIONS**

Walnut Valley Unified School District v. the Superior Court of Los Angeles County, (2011) 192 Cal.App.4<sup>th</sup> 234

Crawford v. Huntington Beach Union High School District, (2002) 98 Cal.App.4<sup>th</sup> 1275

Management Resources:

**CSBA PUBLICATIONS**

Transfer Law Comparison, Fact Sheet, March 2011

**WEB SITES**

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

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

Policy Adopted: ~~09/11/19~~ 02/12/2020

ORCUTT UNION SCHOOL DISTRICT  
Orcutt, California



~~**OPEN ENROLLMENT ACT TRANSFERS**~~

~~The Board of Trustees desires to offer enrollment options in order to provide children with opportunities for academic achievement that meet their diverse needs. Such options shall also be provided to children who reside within another district's boundaries in accordance with law, Board policy and administrative regulation.~~

~~Whenever a student is attending a district school on the Open Enrollment List as identified by the Superintendent of Public Instruction, he/she may transfer to another school within or outside of the district as long as the school to which he/she is transferring has a higher Academic Performance Index. (Education Code 48354, 48356)~~

~~A parent/guardian whose child is attending a district school on the Open Enrollment List and who wishes to have his/her child attend another school within the district shall apply for enrollment using BP/AR 5116.1—Intradistrict Open Enrollment.~~

~~(cf. 5116.1—Intradistrict Open Enrollment)~~

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

~~In order to ensure that priorities for enrollment in district schools are implemented in accordance with law, the Board hereby waives the January 1 deadline in Education Code 48354 for all applications for transfer from nonresident parents/guardians of children attending a school on the Open Enrollment List in another district. Transfer applications shall be submitted between December 1 (insert application window dates) February 28 of the preceding school year for which the transfer is requested.~~

~~(cf. 5111.1—District Residency)~~

~~(cf. 5111.12—Residency Based on Parent/Guardian Employment)~~

**Standards for Rejection of Transfer Applications**

~~Pursuant to Education Code 48356, the Board has adopted the following standards for acceptance and rejection of transfer applications submitted by a parent/guardian of a student attending a school in another district on the Open Enrollment List. The Superintendent or designee shall apply these standards in accordance with Board policy and administrative regulation and shall ensure that the standards are applied uniformly and consistently.~~

~~As applicable, the Superintendent or designee may deny a transfer application under any of the following circumstances:~~

~~**OPEN ENROLLMENT ACT TRANSFERS**~~

~~1. Upon a determination that approval of the transfer application would negatively impact the capacity of a program, class, grade level, or school building including:~~

~~a. The class or grade level exceeding the district's limits pursuant to the state Class Size Reduction Program~~

~~b. The site, classroom, or program exceeding the maximum student-teacher ratio specified in the district's collective bargaining agreement~~

~~c. The site or classroom exceeding the physical capacity of the facility pursuant to the district's facilities master plan or other facility planning document~~

~~d. The class or grade level exceeding capacity pursuant items a-c above in subsequent years as the student advances to other grade levels at the school~~

~~(cf. 6151—Class Size)~~

~~(cf. 7110—Facilities Master Plan)~~

~~2. Upon a determination that approval of the transfer application would have an adverse financial impact on the district including:~~

~~a. The hiring of additional certificated or classified staff~~

~~b. The operation of additional classrooms or instructional facilities~~

~~c. Expenses incurred by the district that would not be covered by the apportionment of funds received from the state resulting in a reduction of the resources available to resident students~~

~~The Board shall schedule an appeal hearing as soon as practicable at a regular or special meeting of the Board. At the hearing, the parent/guardian shall have the right to present oral or written evidence, rebut district evidence, and question any district witnesses. Unless the parent/guardian requests that the hearing be held in open session, the hearing shall be held in closed session in order to protect the privacy of students in accordance with law.~~

~~(cf. 9321—Closed Session Purposes and Agendas)~~

~~The Board shall make its decision by the next regularly scheduled meeting and shall send its decision to all concerned parties. The Board's decision shall be final.~~

~~OPEN ENROLLMENT ACT TRANSFER~~

Legal Reference:

EDUCATION CODE

~~200—Prohibition of discrimination~~

~~35160.5—District policies, rules, and regulations~~

~~46600-46611—Interdistrict attendance agreements~~

~~48200—Compulsory attendance~~

~~48204—Residency requirements for school attendance~~

~~48300-48316—Student attendance alternatives, school district of choice program~~

~~48350-48361—Open Enrollment Act~~

~~48915—Expulsion; particular circumstances~~

~~48915.1—Expelled individuals; enrollment in another district~~

~~52317—Regional Occupational Center/Program, enrollment of students, interdistrict  
—attendance~~

FAMILY CODE

~~6500-6552—Caregivers~~

UNITED STATES CODE, TITLE 20

~~6316—Transfers from program improvement schools~~

CODE OF REGULATIONS, TITLE 5

~~4700-4703—Open Enrollment Act~~

CODE OF FEDERAL REGULATIONS, TITLE 34

~~200.36—Dissemination of information~~

~~200.37—Notice of program improvement status, option to transfer~~

~~200.39—Program improvement, transfer option~~

~~200.42—Corrective action, transfer option~~

~~200.43—Restructuring, transfer option~~

~~200.44—Public school choice, program improvement schools~~

ATTORNEY GENERAL OPINIONS

~~87—Ops.Cal.Atty.Gen 132 (2004)~~

~~84—Ops.Cal.Atty.Gen 198 (2001)~~

COURT DECISIONS

~~Crawford v. Huntington Beach Union High School District, (2002) 98 Cal.App.4<sup>th</sup> 1275~~

Management Resources:

WEB SITES

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

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

**BULLYING**

The Board of Trustees recognizes the harmful effects of bullying on student well-being, student learning, and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. No individual or group shall, through physical, written, verbal, **visual**, or other means, harass, sexually harass, threaten, intimidate, ~~retaliate~~, cyberbully, cause bodily injury to, or commit hate violence against any student or school personnel, or retaliate against them for filing a complaint or participating in the complaint resolution process.

(cf. 5131 - Conduct)

(cf. 5136 - Gangs)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

The Superintendent or designee shall develop strategies for addressing bullying in district schools with the involvement of ~~key stakeholders, including~~ students, parents/guardians, and staff. As appropriate, the Superintendent or designee may also collaborate with social services, mental health services, law enforcement, courts, and other agencies and community organizations in the development and implementation of effective strategies to promote safety in schools and the community.

(cf. 1220 - Citizen Advisory Committees)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 6020 - Parent Involvement)

Such strategies may be incorporated into the comprehensive safety plan **and, to the extent possible, into** the local control and accountability plan and other applicable district and school plans.

(cf. 0420 - School Plans/Site Councils)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 0460 - Local Control and Accountability Plan)

Any complaint of bullying shall be investigated and, if determined to be discriminatory, resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3. If, during the investigation, it is determined that a complaint is about nondiscriminatory bullying, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

(cf. 1312.3 - Uniform Complaint Procedures)

**If the Superintendent or designee believes it is in the best interest of a student who has been the victim of an act of bullying, as defined in Education Code 48900, the Superintendent or designee shall advise the student's parents/guardians that the student may transfer to another school. If the parents/guardians of a student who has been the victim of an act of bullying requests a transfer for the student pursuant to Education Code 46600, the Superintendent or designee shall allow the**

transfer in accordance with law and district policy on intradistrict or interdistrict transfer, as applicable.

(cf. 5116.1 - Intradistrict Open Enrollment)

(cf. 5117 - Interdistrict Attendance)

Any employee who permits or engages in bullying or retaliation related to bullying shall be subject to disciplinary action, up to and including dismissal.

(cf. 4118 – Dismissal/Suspension/Disciplinary Action)

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

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

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

32282 Comprehensive safety plan

32283.5 Bullying; online training

35181 Governing board policy on responsibilities of students

35291-35291.5 Rules

**46600 Student transfers**

48900-48925 Suspension or expulsion

48985 Translation of notices

52060-52077 Local control and accountability plan

PENAL CODE

422.55 Definition of hate crime

647 Use of camera or other instrument to invade person's privacy; misdemeanor

647.7 Use of camera or other instrument to invade person's privacy; punishment

653.2 Electronic communication devices, threats to safety

CODE OF REGULATIONS, TITLE 5

4600-4670 Uniform complaint procedures

UNITED STATES CODE, TITLE 47

254 Universal service discounts (e-rate)

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

110.25 Notification of nondiscrimination on the basis of age

COURT DECISIONS

Wynar v. Douglas County School District, (2013) 728 F.3d 1062

J.C. v. Beverly Hills Unified School District, (2010) 711 F.Supp.2d 1094

Lavine v. Blaine School District, (2002) 279 F.3d 719

Management Resources:

CSBA PUBLICATIONS

Final Guidance: AB 1266, Transgender and Gender Nonconforming Students, Privacy, Programs, Activities & Facilities, Legal Guidance, March 2014

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

Addressing the Conditions of Children: Focus on Bullying, Governance Brief, December 2012

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

## Students

BP 5131.2 (c)

Building Healthy Communities: A School Leaders Guide to Collaboration and Community Engagement, 2009

Cyberbullying: Policy Considerations for Boards, Policy Brief, July Revised 2010

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Bullying Module

California's Social and Emotional Learning: Guiding Principles, 2018

Social and Emotional Learning in California: A Guide to Resources, 2018

Health Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2008

Bullying at School, 2003

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist

California K-12 Schools in Responding to Immigration Issues, April 2018

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

Guidance to America's Schools: Bullying of Students with Disabilities, October 2014

Dear Colleague Letter: Responding to Bullying of Students with Disabilities, October 2014

Dear Colleague Letter: Guidance on Schools' Obligations to Protect Students from Student-on-Student

Harassment on the Basis of Sex; Race, Color and National Origin; and Disability, October 26, 2010

Dear Colleague Letter: Harassment and Bullying, October 2010

### WEB SITES

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

California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/lr/ss>

California Office of the Attorney General: <http://oag.ca.gov>

Center on Great Teachers and Leaders: <http://gtlcenter.org>

Collaborative for Academic Social and Emotional Learning: <http://casel.org>

Common Sense Media: <http://www.common Sense Media.org>

National School Safety Center: <http://www.schoolsafety.us>

Partnership for Children and Youth: <http://www.partnerforchildren.org>

U.S. Department of Education: <http://www.ed.gov>

Policy Adopted: ~~09/11/2019~~ 02/12/2020

ORCUTT UNION SCHOOL DISTRICT  
Orcutt, California

**ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS**

The Governing Board believes that regular school attendance is critical to student learning and that students who need to take medication prescribed or ordered for them by their authorized health care providers should have an opportunity to participate in the educational program.

(cf. 5113 - Absences and Excuses)

(cf. 5113.1 - Chronic Absence and Truancy)

Any medication prescribed for a student with a disability who is qualified to receive services under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973 shall be administered in accordance with the student's individualized education program or Section 504 services plan, as applicable.

(cf. 5141.24 - Specialized Health Care Services)

(cf. 6159 - Individualized Education Program)

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

For the administration of medication to other students during school or school-related activities, the Superintendent or designee shall develop protocols which shall include options for allowing a parent/guardian to administer medication to his/her child at school, designate other individuals to do so on his/her behalf, and, with the child's authorized health care provider's approval, request the district's permission for his/her child to self-administer a medication or self-monitor and/or self-test for a medical condition. Such processes shall be implemented in a manner that preserves campus security, minimizes instructional interruptions, and promotes student safety and privacy.

(cf. 1250 – Visitors/Outsiders)

(cf. 5141 - Health Care Emergencies)

(cf. 5141.22 - Infectious Diseases)

(cf. 5141.23 - Asthma Management)

(cf. 5141.27 - Food Allergies/Special Dietary Needs)

(cf. 6116 – Classroom Interruptions)

The Superintendent or designee shall make epinephrine auto-injectors available at each school for providing emergency medical aid to any person suffering, or reasonably believed to be suffering, from an anaphylactic reaction. (Education Code 49414)

Because of the conflict between state and federal law regarding the legality of medicinal cannabis, the Board prohibits the administration of medicinal cannabis to students on school grounds by parents/guardians or school personnel.

**Administration of Medication by School Personnel**

When allowed by law, medication prescribed to a student by an authorized health care provider

## Students

BP 5141.21 (b)

may be administered by a school nurse or, when a school nurse or other medically licensed person is unavailable and the physician has authorized administration of medication by unlicensed personnel for a particular student, by other designated school personnel with appropriate training. School nurses and other designated school personnel shall administer medications to students in accordance with law, Board policy, administrative regulation, and, as applicable, the written statement provided by the student's parent/guardian and authorized health care provider. Such personnel shall be afforded appropriate liability protection.

(cf. 3530 - Risk Management/Insurance)

(cf. 4119.42/4219.42/4319.42 – Exposure Control Plan for Bloodborne Pathogens)

(cf. 4119.43/4219.43/4319.43 – Universal Precautions)

The Superintendent or designee shall ensure that school personnel designated to administer any medication receive appropriate training and, as necessary, retraining from qualified medical personnel before any medication is administered. At a minimum, the training shall cover how and when such medication should be administered, the recognition of symptoms and treatment, emergency follow-up procedures, and the proper documentation and storage of medication. Such trained, unlicensed designated school personnel shall be supervised by, and provided with immediate communication access to, a school nurse, physician, or other appropriate individual. (~~Education Code 49414, 49414.3, 49414.5, 49423, 49423.1~~)

The Superintendent or designee shall maintain documentation of the training, ongoing supervision, as well as annual written verification of competency of such other designated school personnel.

(cf. 4131 – Staff Development)

(cf. 4231 – Staff Development)

(cf. 4331 – Staff Development)

### *Legal Reference:*

#### EDUCATION CODE

48980 Notification at beginning of term

49407 Liability for treatment

49408 Emergency information

49414 Emergency epinephrine auto-injectors

49414.5 Providing school personnel with voluntary emergency training

49422-49427 Employment of medical personnel, especially:

49423 Administration of prescribed medication for student

49423.1 Inhaled asthma medication

49480 Continuing medication regimen; notice

#### BUSINESS AND PROFESSIONS CODE

2700-2837 Nursing, especially:

2726 Authority not conferred

2727 Exceptions in general

3501 Definitions

4119.2 Acquisition of epinephrine auto-injectors



**HEALTH AND SAFETY CODE**

**11362.7-11362.85 Medicinal cannabis**

CODE OF REGULATIONS, TITLE 5

600-611 Administering medication to students

UNITED STATES CODE, TITLE 20

1232 g Family Educational Rights and Privacy Act of 1974

1400-1482 Individuals with Disabilities Education Act

UNITED STATES CODE, TITLE 21

812 Schedules of controlled substances

844 Penalties for possession of controlled substance

UNITED STATES CODE, TITLE 29

794 Rehabilitation Act of 1973, Section 504

**COURT DECISIONS**

American Nurses Association v. Torlakson, (2013) 57 Cal.4th 570

*Management Resources:*

**AMERICAN DIABETES ASSOCIATION PUBLICATIONS**

Glucagon Training Standards for School Personnel: Providing Emergency Medical Assistance to Pupils with Diabetes, May 2006

Training Standards for the Administration of Epinephrine Auto-Injectors, rev. 2015

Legal Advisory on Rights of Students with Diabetes in California's K-12 Public Schools, August 2007

Program Advisory on Medication Administration, 2005

**NATIONAL DIABETES EDUCATION PROGRAM PUBLICATIONS**

Helping the Student with Diabetes Succeed: A Guide for School Personnel, June, 2003

**WEB SITES**

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

American Diabetes Association: <http://www.diabetes.org>

California Department of Education, Health Services and School Nursing:

<http://www.cde.ca.gov/ls/he/hn>

National Diabetes Education Program: <http://www.ndep.nih.gov>

U.S. Department of Health and Human Services, National Institutes of Health, National Heart, Lung and Blood Institute, asthma information:

<http://www.nhlbi.nih.gov/health/public/lung/index.htm#asthma>

**COURSES OF STUDY**

The Board of Trustees recognizes that a well-aligned sequence of courses fosters academic ~~growth progress~~ and provides for the best possible use of instructional time. The district's course of study shall provide students with opportunities to attain the skills, knowledge, and abilities they need to be successful ~~academically, professionally, and personally in school, college, and/or the workplace.~~

(cf. 6011 – Academic Standards)

(cf. 6141 - Curriculum Development and Evaluation)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

The Superintendent or designee shall establish processes for ensuring the articulation of courses across grade levels within the district. As necessary, he/she shall also work with representatives of appropriate area districts ~~and postsecondary institutions~~ to ensure articulation of courses with other institutions to which district students may matriculate. The sequence of courses shall be designed to ensure that each course provides adequate preparation for the next course in the sequence, ~~only utilizes prerequisites that are essential to success in a given program or course,~~ avoids significant duplication of content, and allows for reinforcement and progression in the subject matter.

~~The district shall not provide any course separately on the basis of sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability or require or refuse participation by any of its students on any such basis. (5 CCR 4940)~~

~~(cf. 0415 - Equity)~~

~~(cf. 5145.3 - Nondiscrimination/Harassment)~~

**Elementary Grades**

The Board shall adopt a course of study for elementary grades that sufficiently prepares students for the secondary school course of study.

(cf. 6146.5 - Elementary/Middle School Graduation Requirements)

**Secondary Grades**

The district shall offer all otherwise qualified students in grades 7-12 a course of study that prepares them, upon graduation from high school, to meet the requirements and prerequisites for admission to California public colleges and universities and to attain entry-level employment skills in business or industry. (Education Code 51228)

## Instruction

BP 6143 (b)

(cf. 5121 - Grades/Evaluation of Student Achievement)  
(cf. 6141.5 - Advanced Placement)  
(cf. 6146.1 - High School Graduation Requirements)  
(cf. 6178 - Career Technical Education)

In addition, the course of study students in grades 9-12 shall include instruction in skills and knowledge for adult life, career technical training, and a timely opportunity for all otherwise qualified students to enroll, within four years before graduation, in each course necessary to fulfill the requirements and prerequisites for admission to California public colleges and universities. (Education Code 51224, 51228)

The Superintendent or designee shall develop a process by which courses that meet college admission criteria (referred to as “a-g” course requirements) are submitted to the University of California (UC) for review and certification. He/she shall maintain an accurate list of all current high school courses that have been so certified, ~~and~~ shall ensure that the list is provided annually to all students in grades 9-12 **and their parents/guardians**, and shall make updated lists readily available. (Education Code 51229, 66204)

### Legal Reference:

#### EDUCATION CODE

33319.3 Driver education; CDE materials on road rage  
33540 Government and civics instruction in interaction with government agencies  
48980 Parental notifications  
51202 Instruction in personal and public health and safety  
51203 Instruction on alcohol, narcotics and restricted dangerous drugs  
51204 Course of study designed for student's needs  
51204.5 Social science instruction, history of California; contributions of various groups  
51210-51212 Course of study for grades 1-6  
51220-51229 Course of study for grades 7-12  
51241 Exemption from physical education  
51911-51921 Comprehensive health education  
51930-51939 Comprehensive sexual health and HIV/AIDS prevention instruction  
51940 Curriculum for brain and spinal cord injury prevention  
60040-60052 Requirements for instructional materials  
66204 Certification of high school courses as meeting university admission criteria

#### HEALTH AND SAFETY CODE

11032 Definition of dangerous drugs

#### CODE OF REGULATIONS, TITLE 5

4940 Nondiscrimination; course access  
10020-10043 Automobile driver education and training  
10060 Physical education program

#### UNITED STATES CODE, TITLE 20

6111-6251 School-to-Work Opportunities Act of 1994

## Instruction

BP 6143 (c)

Management Resources:

### WEB SITES

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

American Heart Association: <http://www.heart.org>

American Red Cross, Hands-Only CPR: <http://www.redcross.org/take-a-class>

California Career Resource Network: <http://www.californiacareers.info>

California Colleges.edu: <http://www.californiacolleges.edu>

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

California State University Admission Requirements:

<http://www.csumentor.edu/planning/highschool>

University of California, a-g Course Submissions: [http://hs-](http://hs-articulation.ucop.edu/guide/update-your-a-g-list/submitting-courses)

[articulation.ucop.edu/guide/update-your-a-g-list/submitting-courses](http://hs-articulation.ucop.edu/guide/update-your-a-g-list/submitting-courses)

University of California, List of approved a-g Courses: <http://hs-articulation.ucop.edu/agcourselist>

Policy Adopted: ~~5/09/2012~~ 02/12/2020

ORCUTT UNION SCHOOL DISTRICT  
Orcutt, California

**HOMEWORK/MAKEUP WORK**

The Board of Trustees recognizes that **meaningful** homework contributes toward building responsibility, self-discipline and life-long learning habits, and that time spent on homework directly influences students' ability to meet the district's academic standards. The Board expects students, parents/guardians and staff to view homework as a routine and important part of students' daily lives. **Homework shall be assigned when necessary to support classroom lessons, enable students to complete unfinished assignments, or review and apply academic content for better understanding.**

The Superintendent or designee shall ~~ensure that~~ **collaborate with school** administrators and teachers **to** develop and **regularly review guidelines for the assignment of** ~~implement an effective~~ homework **and the related responsibilities of students, staff, and parents/guardians.** ~~plan at each school site. As needed, teachers may receive training in designing relevant, challenging and meaningful homework assignments that reinforce classroom learning objectives. Teachers' expectations related to homework may be addressed in their evaluations.~~

~~(cf. 4115 - Evaluation/Supervision)~~  
(cf. 6011 - Academic Standards)

**As needed, teachers may receive training in designing relevant homework assignments that reinforce classroom learning objectives.**

(cf. 4131 - Staff Development)

Although it is the student's responsibility to do most homework assignments independently, the Board expects teachers at all grade levels to use parents/guardians as a contributing resource. When students repeatedly fail to do their homework, parents/guardians shall be notified and asked to contact the teacher.

(cf. 5020 - Parent Rights and Responsibilities)  
(cf. 6020 - Parent Involvement)

To further support students' homework efforts, the Superintendent or designee may establish and maintain **electronic forums, provide access to school library media centers and technological resources,** ~~telephone help lines and/or before-school and after-school centers-programs~~ where students can receive ~~encouragement and clarification about~~ homework **assistance** ~~assignments~~ from teachers, volunteers and/or more advanced student's ~~tutors who are performing community service.~~ **The Board encourages the Superintendent or designee to design class and transportation schedules that will enable students to make use of homework support services.**

## Instruction

BP 6154 (b)

(cf. 1240 - Volunteer Assistance)  
(cf. 1700 - Relations between Private Industry and the Schools)  
(cf. 3541 - Transportation Routes and Services)  
(cf. 5148 - Child Care and Development)  
(cf. 5148.2 - Before/After School Programs)  
(cf. 6112 - School Day)  
(cf. 6142.4 - Service Learning/ through Community Service Classes)  
(cf. 6163.1 - Library Media Centers)

## Makeup Work

Students who miss school work because of an excused absence shall be given the opportunity to complete all assignments and tests that can be reasonably provided. As determined by the teacher, the assignments and tests shall be reasonably equivalent to, but not necessarily identical to, the assignments and tests missed during the absence. Students shall receive full credit for work satisfactorily completed within a reasonable period of time. ~~(Education Code 48205)~~

(cf. 5113 - Absences and Excuses)

~~Students who miss school work because of unexcused absences may be given the opportunity to make up missed work for full or reduced credit. Teachers shall assign such makeup work as necessary to ensure academic progress, not as a punitive measure.~~

~~(cf. 6182 - Opportunity School/Class/Program)~~

The Superintendent or designee shall notify parents/guardians that no student may have a grade reduced or lose academic credit for any excused absence when missed assignments and tests are satisfactorily completed within a reasonable period of time. Such notification shall include the full text of Education Code 48205. (Education Code 48980)

(cf. 5121 - Grades/Evaluation of Student Achievement)  
(cf. 5145.6 - Parental Notifications)

## Suspended Students

When a parent/guardian of a student who has been suspended for two or more school days' requests homework that the student would otherwise have been assigned, the student's teacher shall provide such homework. If a homework assignment is requested and is turned in to the teacher by the student either upon the student's return from suspension or within the timeframe originally prescribed by the teacher, whichever is later, and is not graded before the end of the academic term, the homework assignment shall not be included in the calculation of the student's overall grade in the class. (Education Code 48913.5)

## Instruction

BP 6154 (c)

The teacher of any class from which a student is suspended may require the student to complete any assignments and tests missed during the suspension. (Education Code 48913)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

## Homework Time (Average Amount)

Homework includes all work assigned by the teacher(s). The time allotment is based on time estimated for an average student working at a focused pace in an uninterrupted environment. Long-term projects may require additional time to complete. The guidelines do not include minutes provided for school-wide academic interventions or expected and encouraged daily independent reading. Homework times may vary occasionally.

Students in grades K-8 should be assigned homework Monday through Thursday and Friday as needed based on the time allotment. Students taking high school credit courses while in middle school are subject to the same guidelines as high school students. Students in grades 9-12 should be assigned homework Monday through Friday.

### Average Time Allotment

Kindergarten 10-20 minutes per night

First Grade 15-20 minutes per night

Second-Third Grade 20-30 minutes per night

Fourth Grade 30-45 minutes per night

Fifth Grade 45-60 minutes per night

Sixth Grade 60-90 minutes per night

Seventh-Eighth Grade 90-120 minutes per night

Ninth-Twelfth Grade 5 hours per week, per academic subject. Classes and programs such as honors, college prep, Advanced Placement (AP) and college level may have additional homework and study requirements.

In middle and high school grades, teachers shall coordinate assignments so that students do not receive an overload of homework assignments one day and very little the next day.

High school shall communicate and work in a cooperative manner to ensure that students do not receive unreasonable amounts of homework.

### Legal Reference:

#### EDUCATION CODE

[8420-8428 21st Century High School After School Safety and Enrichment for Teens](#)

[8482-8484.65 After School Education and Safety Program](#)

[8484.7-8484.9 21st Century Community Learning Centers](#)

48205 Absences for personal reasons

## Instruction

BP 6154 (d)

48913 Completion of work missed by suspended student

~~48913.5 Homework assignments for suspended students~~

48980 Parental notifications

~~8700-58702 Tutoring and homework assistance program; summer school apportionment credit~~

UNITED STATES CODE, TITLE 20

7171-7176 21st Century Community Learning Centers

Management Resources:

CSBA PUBLICATIONS

Research-Supported Strategies to Improve the Accuracy and Fairness of Grades, Governance Brief, July 2016

WEB SITES

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

California State PTA: <http://www.capta.org>

SBE POLICIES

~~Parent Involvement in the Education of Their Children, 1994~~

~~Policy Statement on Homework, 1995~~

Policy Adopted: ~~3/11/09~~ 02/12/2020

ORCUTT UNION SCHOOL DISTRICT  
Orcutt, California





# ORCUTT UNION SCHOOL DISTRICT

## REQUEST FOR ACCEPTANCE OF GIFT

**SCHOOL:** Olga Reed School

Date: 1/21/20

**DONOR:** Name: Los Alamos Valley Mens Club  
Address: PO Box 13, Los Alamos, CA 93440  
Phone No. 805-344-3500

**GIFT:** Item Donated \_\_\_\_\_ or Cash Donation \$ 500.00  
(Fill in if money is donated)  
Designated for: Funds are to be used to purchase basketball equipment and a locking ball cart.

General Description: \_\_\_\_\_

Model No.: \_\_\_\_\_ Condition: ☒ New ☒ Used

Value (estimated): \_\_\_\_\_

Purpose of Gift: \_\_\_\_\_

Will gift be purchased through Business Services Office? ☒ Yes ☐ No

Donor Conditions of Acceptance: \_\_\_\_\_

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

A. Will gift require installation? ☐ Yes ☒ No

B. What type of installation is required? \_\_\_\_\_

C. Will donor pay installation costs? ☐ Yes ☐ No

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

Acceptance Requested By (OUSD Staff Member): Kathleen Stevenson

Acceptance Approved By (Administrator): \_\_\_\_\_

RECOMMENDATIONS: Principal or District Representative \_\_\_\_\_

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

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

**Please submit request to the Superintendent's Office.**

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

January 27, 2020

To: Dr. Deborah Blow, Superintendent,  
and Board of Trustees  
From: Joe Dana, Principal, Los Alamos Campus  
Re: A Generous Donation



On behalf of the students, families, and staff of Olga Reed School and the Orcutt Academy's K-8 campus, I respectfully ask that you accept and acknowledge a generous donation to our school by Melfred Borzall and the Allan Hancock College Welding Program. On Friday, January 24, employees of Melfred Borzall and teachers and students from Hancock visited Los Alamos to put on a "welding day" for our seventh and eighth graders. During the day, students got to learn about welding, engineering, and manufacturing, and then were able to weld a pen/pencil holder in the shape of a "rocketship." Needless to say, the students loved the experience, and some even reported that they want to consider taking classes in welding in the future.

We have had the chance to personally thank our friends from Melfred Borzall and Hancock, but we believe they would appreciate additional acknowledgement and thanks from you. Please direct thanks to the following persons:

Eric & Dick Melsheimer  
Melfred Borzall  
2712 Airpark Drive  
Santa Maria, CA 93455

Gabriel Marquez  
Allan Hancock College Welding Program  
800 South College Drive  
Santa Maria, CA 93454

On the following pages we are sharing with you some photos from the special "welding day" on January 24.

Thank you.









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

**BOARD OF TRUSTEES**

SHAUN HENDERSON  
LISA MORININI  
LIZ PHILLIPS  
MARK STELLER  
MELANIE WAFFLE

DEBORAH BLOW, Ed.D.  
*District Superintendent*  
HOLLY EDDS, Ed.D.  
*Assistant Superintendent*  
SUSAN SALUCCI  
*Assistant Superintendent*  
WILLIAM YOUNG  
*Assistant Superintendent*  
KIRBY FELL  
*Chief Technology Officer*

TO: Board of Trustees

FROM: Deborah Blow, Ed.D.  
Superintendent

BOARD MEETING DATE: February 11, 2020

BOARD AGENDA ITEM: BP 0420.42 Charter School Renewal

BACKGROUND: Policy updated to reflect New Law (AB 1808) which requires alternative measures for meeting the student achievement criteria for charter renewal in lieu of the Academic Performance Index (API) and New Law (AB 406) which prohibits a charter school that is renewed on or after July 1, 2019 from being operated as a for-profit corporation or organization. Policy also clarifies that district boards do not review renewal petitions for charter schools that were authorized by county boards on appeal, and addresses the definition of “receipt” of the petition for purposes of determining the timeline for granting or denying the petition.

RECOMMENDATION: It is recommended that the Board of Trustees approves the revisions made to BP 0420.42, Charter School Renewal, as submitted.

FUNDING: No funding implications

## **CHARTER SCHOOL RENEWAL**

The ~~Board of Trustees~~ **Governing Board** believes that the ongoing operation of a charter school established within the district should be dependent on the school's effectiveness in achieving its mission and goals for student learning and other student outcomes. Whenever a charter school submits a petition for renewal of its charter, the Board shall review the petition in a thorough and timely manner. **The Board shall consider renewal petitions only of charters originally authorized by the Board itself or by the State Board of Education on appeal after initial denial by the Board.**

(cf. 0420.4 - Charter School Authorization)  
(cf. 0420.41 - Charter School Oversight)  
(cf. 0420.43 - Charter School Revocation)  
(cf. 0500 - Accountability)

**No charter school that submits a renewal petition on or after July 1, 2019 shall be operated as, or be operated by, a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization. (Education Code 47604)**

**The Board recommends that a charter school submit its petition for renewal to the Board sufficiently early before the expiration of the term of the charter to allow the Board's deliberations and decision on the renewal petition to be completed with minimal disruption to the charter school's educational program in the renewal year.**

Each renewal shall be for a period of five years. (Education Code 47607)

~~Submission of~~ **Criteria for Granting or Denying Renewals** ~~Petition~~

~~A charter school seeking renewal of its charter is encouraged to submit a petition for renewal to the Board sufficiently early before the term of the charter is due to expire.~~

~~The signature requirement applicable to new charter petitions shall not be applicable to petitions for renewal. (5 CCR 11966.4)~~

**Renewals shall be governed by the same standards and criteria that apply to new charter petitions as set forth in Education Code 47605, except that the signature requirement for new petitions is not applicable to petitions for renewal. (Education Code 47607; 5 CCR 11966.4)**

The petition for renewal shall include a reasonably comprehensive description of how the charter school has met all new charter school requirements enacted into law after the charter was originally granted or last renewed. ~~The petition also shall include documentation that the charter school meets at least one of the criteria for academic performance specified in Education Code 47607(b).~~ (Education Code 47607; 5 CCR 11966.4)

~~The Board shall not grant a renewal until at least 30 days after the charter school submits such documentation of its academic performance. (Education Code 47607)~~



**Criteria for Granting or Denying Renewal**

~~Renewals shall be governed by the same standards and criteria that apply to new charter petitions as set forth in Education Code 47605. When considering a petition for renewal, the Board shall consider the past performance of the charter school's academics, finances, and operations in evaluating the likelihood of future success, along with plans for improvement, if any. (Education Code 47607; 5 CCR 11966.4)~~

In determining whether to grant a charter renewal, the Board shall consider the past academic, financial, and operational performance of the charter school in evaluating the likelihood of future success, along with any plans for improvement. Increases in academic achievement for all numerically significant groups of students served by the charter school, as defined in Education Code 52052, shall be the most important factor. (Education Code 47607; 5 CCR 11966.4)

The Board shall deny a renewal petition only if it makes a written factual finding setting forth specific facts to support one or more of the following grounds: (Education Code 47605, 47607; 5 CCR 11966.4)

1. The charter school presents an unsound educational program for the students to be enrolled in the charter school.
2. The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.
3. The petition does not contain an affirmation of each of the conditions described in Education Code 47605(d).
4. The petition does not contain reasonably comprehensive descriptions of the charter provisions in Education Code 47605(b).
5. The charter school has failed to meet at least one of the following criteria of academic performance:
  - a. ~~Attainment of its~~ Increase in A-academic Performance Index (API) growth target in the prior year or in two of the last three years, both school wide and for all numerically significant achievement for all groups of student's school wide and among numerically significant student subgroups, as determined using measures identified pursuant to served by the charter school as defined in Education Code 52052.
  - b. An API ranking in deciles 4-10 in the prior year or in two of the last three years
  - c. ~~An API ranking in deciles 4-10 for a demographically comparable school in the prior year or in two of the last three years~~

## Philosophy, Goals, Objectives and Comprehensive Plans

BP 0420.42 (c)

- ~~d~~ **b.** Academic performance at least equal to the academic performance of the public schools that the charter school students would otherwise have been required to attend, as well as the academic performance of district schools, taking into account the composition of the student population that is served at the charter school

~~In determining whether the charter school satisfies this criterion, the Board shall base its decision on documented, clear, and convincing data; student achievement data including, but not limited to, results from the Standardized Testing and Reporting Program for demographically similar student populations in comparison schools; and information submitted by the charter school at least 30 days prior to the Board's decision.~~

~~Whenever the Board makes a determination based on this criterion, the Superintendent or designee shall submit copies of supporting documentation and a written summary of the basis for the Board's its determination to the Superintendent of Public Instruction.~~

Such performance shall be determined based on a review of documented clear and convincing data; student achievement data from assessments, including, but not limited to, state academic achievement tests, for demographically similar student populations in comparison schools; and information submitted by the charter school. The Board shall not grant a renewal until at least 30 days after the submission of any such documentation by the charter school. The Superintendent or designee shall submit to the Superintendent of Public Instruction copies of supporting documentation and a written summary of the basis for the Board's determination.

(cf. 6162.51 - Standardized Testing and Reporting Program)

- e.c.** Qualification for an alternative accountability system pursuant to Education Code 52052(h)

### Timelines for Board Action

Within 30 days of receiving the renewal petition, the Board shall hold a public hearing to review documentation submitted by the charter school and obtain public input.

If the charter school submits documentation pursuant to item #5d in the following section "Criteria for Granting or Denying Renewal," the Board shall not grant a renewal until at least 30 days after the submission of such documentation (Education Code 47607).

Within 60 days of receiving the renewal petition, or within 90 days if extended by mutual written agreement of the Board and the charter school, the Board shall either grant or deny the request to renew the charter. (Education Code 47607; 5 CCR 11966.4)

If the Board fails to make a written factual finding pursuant to items #1-5 in the following section "Criteria for Granting or Denying Renewal" within the required time period, the absence of a written factual finding shall be deemed an approval of the renewal petition. (5 CCR 11966.4)



## **Philosophy, Goals, Objectives and Comprehensive Plans**

BP 0420.42 (d)

The Superintendent or designee shall provide notification to the California Department of Education, within 10 calendar days of the Board's action, whenever a renewal of the charter is granted or denied. (Education Code 47604.32; 5 CCR 11962.1)

If the Board denies a renewal petition, the charter school may submit its application for renewal to the County Board of Education within 30 days of the Board's written factual findings supporting the denial. ~~If the County Board then fails to deny or grant the petition within 60 days of receiving the petition, or within 90 days if extended by written mutual agreement of the charter school and the County Board, the charter school may submit the petition to the State Board of Education.~~ (Education Code 47605, 47607.5)

### **Legal Reference:**

#### **EDUCATION CODE**

47600-47616.7 Charter Schools Act of 1992

52052 Alternative accountability system

56145-56146 Special education services in charter schools

60600-60649 Assessment of academic achievement

#### **CODE OF REGULATIONS, TITLE 5**

11960-11969 Charter schools

#### **UNITED STATES CODE, TITLE 20**

7223-7225 Charter schools

### **Management Resources:**

#### **CSBA PUBLICATIONS**

The Role of the Charter School Authorizer, Online Course

Charter Schools: A Manual for Governance Teams, rev. 2009

#### **WEB SITES**

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

California Charter Schools Association: <http://www.calcharters.org>

California Department of Education, Charter Schools: <http://www.cde.ca.gov/sp/cs>

National Association of Charter School Authorizers: <http://www.charterauthorizers.org>

U.S. Department of Education: <http://www.ed.gov>

Policy Adopted: ~~09/11/2013~~ 03/11/20

ORCUTT UNION SCHOOL DISTRICT  
Orcutt, California



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

**BOARD OF TRUSTEES**

SHAUN HENDERSON  
LISA MORININI  
LIZ PHILLIPS  
MARK STELLER  
MELANIE WAFFLE

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*District Superintendent*  
HOLLY EDDS, Ed.D.  
*Assistant Superintendent*  
SUSAN SALUCCI  
*Assistant Superintendent*  
WILLIAM YOUNG  
*Assistant Superintendent*  
KIRBY FELL  
*Chief Technology Officer*

TO: Board of Trustees

FROM: Deborah Blow, Ed.D.  
Superintendent

BOARD MEETING DATE: February 11, 2020

BOARD AGENDA ITEM: BP 0450 Comprehensive Safety Plan

BACKGROUND: Policy updated to reflect New Law (AB 1747) which requires the California Department of Education (CDE) to post a compliance checklist for developing the comprehensive safety plan and best practices related to reviewing and approving the plan. It requires districts to share their approved comprehensive safety plans with local law enforcement, the fire department, and other first responder entities. The Regulation was updated to reflect AB 1747, which adds requirements to consult with the fire department and other first responders in developing safety plans and to develop procedures for conducting tactical responses to criminal incidents, including procedures related to individuals with guns on campus and school-related functions.

RECOMMENDATION: It is recommended that the Board of Trustees approves the revisions made to BP 0450, Comprehensive Safety Plan, as submitted.

FUNDING: No funding implications

## Philosophy, Goals, Objectives and Comprehensive Plans

### COMPREHENSIVE SAFETY PLAN

The ~~Board of Trustees~~ **Governing Board** recognizes that students and staff have the right to a safe and secure campus where they are free from physical and psychological harm. The Board is fully committed to maximizing school safety and to creating a positive learning environment that includes strategies for violence prevention and emphasizes high expectations for student conduct, responsible behavior, and respect for others.

(cf. 0410 – Nondiscrimination in District Programs and Activities)  
(cf. 1312.3 – Uniform Complaint Procedures)  
(cf. 3515 – Campus Security)  
(cf. 3515.2 – Disruptions)  
(cf. 3515.3 – District Police/Security Department)  
(cf. 3515.7 – Firearms on School Grounds)  
(cf. 5131 - Conduct)  
(cf. 5131.2 – Bullying)  
(cf. 5131.4 – Student Disturbances)  
(cf. 5131.41 – Use of Seclusion and Restraint)  
(cf. 5131.7 – Weapons and Dangerous Instruments)  
(cf. 5136 – Gangs)  
(cf. 5138 – Conflict Resolution/Peer Mediation\_  
(cf. 5144 – Discipline)  
(cf. 5144.1 – Suspension and Expulsion/Due Process)  
(cf. 5144.2 – Suspension and Expulsion/Due Process (Students with Disabilities))  
(cf. 5145.3 – Nondiscrimination/Harassment)  
(cf. 5145.7 – Sexual Harassment)  
(cf. 5145.9 – Hate-Motivated Behavior)

The school site council at each district school shall ~~write and~~ develop a comprehensive school safety plan relevant to the needs and resources of that particular school. New school campuses shall develop a safety plan within one year of initiating operations. (Education Code 32281, 32286)

(cf. 0420 - School Plans/Site Councils)  
(cf. 1220 - Citizen Advisory Committees)

The school safety plan shall take into account the school's staffing, available resources and building design, as well as other factors unique to the site.

The comprehensive safety plan(s) shall be reviewed and updated by March 1 of each year and forwarded to the Board for approval. (Education Code 32286, 32288)

The Board shall review the comprehensive safety plan(s) in order to ensure compliance with state law, Board policy, and administrative regulation and shall approve the plan(s) at a regularly scheduled meeting.

(cf. 0500 – Accountability)  
(cf. 9320 – Meetings and Notices)

## **Philosophy, Goals, Objectives and Comprehensive Plans**

### **COMPREHENSIVE SAFETY PLAN**

By October 15 of each year, the Superintendent or designee shall notify the California Department of Education of any schools that have not complied with the requirements of Education Code 32281. (Education Code 32288)

#### **Tactical Response Plan**

Notwithstanding the process described above, any portion of a comprehensive safety plan that includes tactical responses to criminal incidents that may result in death or serious bodily injury at the school site, including steps to be taken to safeguard students and staff, secure the affected school premises, and apprehend the criminal perpetrator(s), shall be developed by district administrators in accordance with Education Code 32281. In developing such strategies, district administrators shall consult with law enforcement officials and with a representative of an employee bargaining unit, if he/she chooses to participate.

When reviewing the tactical response plan, the Board may meet in closed session to confer with law enforcement officials, provided that any vote to approve the tactical response plan is announced in open session following the closed session. (Education Code 32281)

(cf. 4119.23/4219/4319.23 – Unauthorized Release of Confidential/Privileged Information)

(cf. 9011 – Disclosure of Confidential/Privileged Information)

(cf. 9321 – Closed Session Purposes and Agendas)

(cf. 9321.1 – Closed Session Actions and Reports)

#### **~~Public~~ Access to Safety Plan(s)**

The Superintendent or designee shall ensure that an updated file of all safety-related plans and materials is readily available for inspection by the public. (Education Code 32282)

(cf. 1340 - Access to District Records)

However, those portions of the comprehensive safety plan that include tactical responses to criminal incidents shall not be publicly disclosed.

**The Superintendent or designee shall share the comprehensive safety plans and any updates to the plans with local law enforcement, the local fire department, and other first responder entities. (Education Code 32281)**

#### **Legal Reference:**

##### **EDUCATION CODE**

200-262.4 Prohibition of discrimination

32260-32262 Interagency School Safety Demonstration Act of 1985

32270 School safety cadre

32280-32289 School safety plans

32290 Safety devices

35147 School site councils and advisory committees

35183 School dress code; uniforms

35291 Rules

35291.5 School-adopted discipline rules

## **Philosophy, Goals, Objectives and Comprehensive Plans**

### **COMPREHENSIVE SAFETY PLAN**

~~35294.10-35294.15 School Safety and Violence Prevention Act~~

~~4120 Annual audits~~

~~41510-41514 School Safety Consolidated Competitive Grant~~

48900-48927 Suspension and expulsion

48950 Speech and other communication

49079 Notification to teacher; student act constituting grounds for suspension or expulsion

67381 Violent crime

PENAL CODE

422.55 Definition of hate crime

626.8 Disruptions

11164-11174.3 Child Abuse and Neglect Reporting Act

CALIFORNIA CONSTITUTION

Article 1, Section 28(c) Right to Safe Schools

CODE OF REGULATIONS, TITLE 5

11987-11987.7 School Community Violence Prevention Program requirements

11992-11993 Definition, persistently dangerous schools

UNITED STATES CODE, TITLE 20

7111-7122 Student Support and Academic Enrichment Grants

7912 Transfers from persistently dangerous schools

UNITED STATES CODE, TITLE 42

12101-12213 Americans with Disabilities Act

Management Resources:

CSBA PUBLICATIONS

Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, July 2016

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming

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

Community Schools: Partnerships Supporting Students, Families and Communities, Policy Brief, October 2010

Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2010

Students, Policy Brief, February 2014

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Safe Schools: A Planning Guide for Action, 2002

FEDERAL BUREAU OF INVESTIGATION PUBLICATIONS

Uniform Crime Reporting Handbook, 2004

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Practical Information on Crisis Planning: A Guide for Schools and Communities, January 2007

U.S. SECRET SERVICE AND U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Threat Assessment in Schools: A Guide to Managing Threatening Situations and to Creating Safe School Climates, 2004

WEB SITES

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

California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/lr/ss>

California Governor's Office of Emergency Services: <http://caloes.ca.gov>

California Healthy Kids Survey: <http://chks.wested.org>

Centers for Disease Control and Prevention: <http://www.cdc.gov/ViolencePrevention>

Federal Bureau of Investigation: <http://www.fbi.gov>

National Center for Crisis Management: <http://www.schoolcrisisresponse.com>

National School Safety Center: <http://www.nsscl.org>

U.S. Department of Education: <http://www.ed.gov>

**Philosophy, Goals, Objectives and Comprehensive Plans**

**COMPREHENSIVE SAFETY PLAN**

U.S. Secret Services, National Threat Assessment Center:  
[http://www.secretservice.gov/ntac\\_ssi.shtml](http://www.secretservice.gov/ntac_ssi.shtml)

Policy Adopted:        ~~01/11/17~~ **03/11/20**

ORCUTT UNION SCHOOL DISTRICT  
Orcutt, California



## BUSINESS SERVICES MEMORANDUM

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

**FROM:** Bill Young  
Assistant Superintendent, Business Services

**BOARD MEETING DATE:** February 12, 2020

**BOARD AGENDA ITEM:** Contract with NewDawn Security regarding Social Media Monitoring for Student Safety.

**BACKGROUND:** The purpose of this NewDawn contract is to enhance student safety and social-emotional support through early identification of potential matters of concern, ranging from mental health issues to potential violence, via a third-party computer monitoring of public information posted on social media. NewDawn uses a four tiered approach to monitoring social media:

Tier One: Providing Key Search Terms and Phrases for School Network Monitoring  
Tier Two: Labor Intensive Social Media Account and Live Stream Video Monitoring  
Tier Three: Local Area Social Media Concern Monitoring  
Tier Four: 24/7 anonymous Concern Reporting Line

The cost of this service is \$19,200 annually and will cover the following sites: Orcutt Academy High School, Orcutt Junior High School, Lakeview Junior High School, and Orcutt Academy K-8/Olga Reed. Other sites may be monitored as requested.

**RECOMMENDATION:** Staff recommends that the Board of Trustees approve the attached NewDawn contract for \$19,200, as submitted.

**FUNDING:** The fiscal impact will be on the General Fund, Restricted MAA, in the amount of \$19,200.

# SERVICE AGREEMENT

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**PROPOSED SERVICE AGREEMENT:  
ORCUTT UNION SCHOOL DISTRICT  
SOCIAL MEDIA CONCERN/HARM MONITORING**



# SERVICE AGREEMENT



## SERVICE AGREEMENT

This service agreement is by and between NewDawn Security, an Oregon Licensed Corporation, with its principal place of business at 1767 12<sup>th</sup> st #226, Hood River Oregon, 97031 and the ORCUTT UNION SCHOOL DISTRICT with its principal offices at 500 Dyer Street, Orcutt, CA 93455

## RECITALS

WHEREAS, NEWDAWN SECURITY, owns and operates a business that provides services and programs that identify risk, develop plans to mitigate risk, and make sure that those mitigation plans remain effective in order to help schools increase their own physical building and operational safety and security. These programs and services provide increased safety and security for schools, and its students, and provide them an additional source of increased positive public relations

WHEREAS, the ORCUTT UNION SCHOOL DISTRICT provides their membership with NEWDAWN SECURITY SOCIAL MEDIA CONCERN/HARM MONITORING services at the following physical locations: THREE MIDDLE SCHOOLS/ONE HIGH SCHOOL

This includes additional buildings and grounds off campus and under the purview of the ORCUTT UNION SCHOOL DISTRICT.

WHEREAS, both parties wish to participate in the services provided by NewDawn Security, defined through agreement below; and ORCUTT UNION SCHOOL DISTRICT, referred to throughout the rest of this agreement as CLIENT, and NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

## AGREEMENT

### SECTION 1. DEFINITIONS

The following definition of the SOCIAL MEDIA CONCERN/HARM MONITORING services are listed below. Service apply to capitalized terms through this Agreement, unless such terms are otherwise expressly defined in the body of the Agreement. All references to "days" and "months" are to United States calendar days and months, unless otherwise expressly stated in this Agreement. All monetary amounts are in United States dollars.

- 1) SOCIAL MEDIA THREAT MONITORING AND CONSULTING SERVICES (listed in Section 2):
- 2) LENGTH OF CONTRACT: February 12, 2020 through June 30, 2023 as a **Month to Month Contract**. Client can cancel at any time as long as a 30-day written notice is provided.

# SERVICE AGREEMENT

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## **SECTION 2. SERVICES PROVIDED BY NEWDAWN SECURITY UNDER THE UMBRELLA OF THE INITIAL VISIT SERVICES**

NEWDAWN SECURITY will provide the following services on dates and times determined in consultation with CLIENT leadership:

CLIENT will receive the following SOCIAL MEDIA CONCERN/HARM MONITORING SERVICES during the time frame specified within this contract

California Education Code section 49073.6 requires that information gathered from social media must pertain specifically to school safety or pupil safety.

### Monitor

- Real-time monitoring of social media platforms, internet content.
- Create single or multiple areas/locations relevant to the school district area.
- Create single or multiple keyword, hashtag and meta-data based searches from supported data sources and interviews with key staff.

### Classify

- Named entity recognition extracts people, places and things from each post and stores extractions as searchable fields.
- Monthly summary reports to assist in security/safety pattern analysis.
- Proprietary analysis to detect cyber threats, vulnerabilities and hazards to people, places and property.

## **SECTION 3. COMMITMENT BY CLIENT**

CLIENT agrees to provide NEWDAWN SECURITY the following to assist with the delivery of services:

- 1) At least one administrative leader from the CLIENT to act as CLIENT liaison
- 2) 5 Emergency Phone Numbers to contact in case of threat report outside of school hours
- 3) Commitment to keep NewDawn Security Specialist informed of any and all incidents pertaining to school safety and security that can translate to social media

## SECTION 4. TERM AND TERMINATION

- a. **Term.** This Agreement is effective for **12 (twelve) months, and can be extended at the discretion of the CLIENT. Month to Month feature is in place so that CLIENT may cancel at their discretion with 30-day written notice**
- b. **Termination With Cause.** NEWDAWN SECURITY reserves the right to terminate this contract at the sole discretion of NEWDAWN SECURITY for the violation of any terms and conditions of this contract. NEWDAWN SECURITY shall have no responsibility to notify any third-party providers of services, or information, nor any responsibility for any consequences resulting from such discontinuance or lack of notification.
- c. **Early Termination.** If NEWDAWN SECURITY terminates this agreement with cause, or if CLIENT terminates this agreement before the end of the term without cause, notification from both parties will be required in writing 30 days prior to the desired termination date. Services and fees shall continue until the desired termination date.
- d. **Breach.** Either party can terminate this Agreement if the other party materially breaches this Agreement and such breach has not been cured within seven (7) days of written notice thereof.
- e. **Effect of Termination or Expiration.** Upon termination or expiration, NEWDAWN SECURITY is not obligated to perform any other services pursuant to this Agreement.
- f. **Data After Termination or Expiration.** NEWDAWN SECURITY shall have no obligation to store or retain any data of CLIENT following the termination or expiration of this Agreement.

## SECTION 5. COPYRIGHT

As between CLIENT and NEWDAWN SECURITY, all right, title, and interest, including but not limited to copyrights, patent rights, trade secret rights and all other intellectual property, in and to any documents, reports, software, and technology provided by NEWDAWN SECURITY under this Agreement shall be the property of NEWDAWN SECURITY. Any documents, reports, software, and technology provided by NEWDAWN SECURITY that are owned by third party companies may have trademarks of their respective companies.

## SECTION 6. FEES AND EXPENSES

CLIENT shall pay all fees owing to NewDawn Security pursuant to this agreement within 15 (fifteen) days of receiving an invoice from NewDawn Security. **The invoice will be provided electronically upon signature of this agreement. Payment for services is due prior to the initial visit.** CLIENT shall incur a late penalty of 1.5% per month on the outstanding balance computed from the due date until the amount is paid. NewDawn Security will not charge CLIENT for out-of-pocket expenses. If CLIENT fails to pay invoices as they become due, CLIENT will be responsible for an attorney's fees or other fees incurred in pursuing collection under this Agreement. Services listed in this document may be suspended until outstanding invoice is paid.

**MONTHLY COST TO COVER FOUR SCHOOLS\* (1 high school/3 middle schools) :**

**\$1600 per month (\$400 per month per school)**

**NewDawn will initially invoice the district in advanced for three months of service to launch the service, thereafter NewDawn will bill the District quarterly for services rendered.**

**\*additional schools monitored per incident if necessary at no cost**

## **SECTION 7. PROPRIETARY RIGHTS AND CONFIDENTIAL INFORMATION**

NewDawn Security and CLIENT agree to keep all confidential information confidential and not to disclose or use confidential information in any way adverse to the other party. School is provided a separate **Non-Disclosure Agreement** that further stipulates acceptable action and activity.

## **SECTION 8. LIMITATION OF DAMAGES**

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR DAMAGES IN EXCESS OF AMOUNTS PAID WITH RESPECT TO THE GOODS AND SERVICES TO BE PROVIDED UNDER THIS AGREEMENT.

## **SECTION 9. COMPLETE AGREEMENT**

This Agreement is the complete and exclusive statement of the Agreement between the parties and supersedes all agreements or prior agreements, oral or written, and all other communications between the parties relating to the subject matter. The parties acknowledge that they have not relied on any representations or misrepresentations not set forth herein.

## **SECTION 10. EXTRAORDINARY EVENTS**

NewDawn Security shall not be liable to CLIENT for failing to perform its obligations under this Agreement because of circumstances beyond the reasonable control of NewDawn Security. Such circumstances shall include, but not be limited to, any acts or omissions of any government or governmental authority, natural disaster, act of a public enemy, riot, sabotage, dispute, or differences with workers, power failure, and delays in transportation or deliveries of supplies or materials, acts of God, terrorism, computer failure or any events reasonably beyond the control of NewDawn Security.

## **SECTION 11. MODIFICATION**

This Agreement can be modified only by a written Agreement duly signed by persons authorized to sign agreements on behalf of CLIENT and, NewDawn Security and variance from the terms and conditions of this Agreement in any purchase order or other written notification from the CLIENT will be of no effect.

## **SECTION 12. ENFORCEABILITY**

If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

## **SECTION 13. EQUITABLE REMEDIES**

The parties hereby acknowledge that damages at law may be an inadequate remedy. In addition to all other remedies, which may be available at law or equity, each party shall have the right of specific performance, injunction or other equitable remedy in the event of a breach of this Agreement.

## **SECTION 14. LITIGATION EXPENSES**

In the event of litigation or arbitration arising out of this Agreement, each party shall pay its own costs and expenses of litigation or arbitration (excluding fees and expenses of arbitrators and administrative fees and expenses of arbitration).

## **SECTION 15. CONTRACT AMENDMENTS**

This is our standard contract. Amendments requested by the client will be considered and included if suggested amendments do not place harm on either party.

**EACH PARTY ACKNOWLEDGES (1) READING, (2) UNDERSTANDING AND (3) RECEIVING A COPY OF THIS AGREEMENT. BY THEIR SIGNATURES BELOW, THE PARTIES TO THIS CONTRACT AGREE TO THE TERMS, CONDITIONS, AND CONTENT EXPRESSED HEREIN.**

ORCUTT UNION SCHOOL DISTRICT:

Printed Name: William C. Young

Signature:

Title: Assistant Superintendent – Business Services

Date:

NEWDAWN SECURITY Representative:

Printed Name: Sean Spellecy

Signature :



Title: Chief Executive Officer

Date: 1/25/2020



## BUSINESS SERVICES MEMORANDUM

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

FROM: Bill Young  
Assistant Superintendent, Business Services

BOARD MEETING DATE: February 12, 2020

BOARD AGENDA ITEM: Cooperative Purchasing Memberships

BACKGROUND: Orcutt Union School District utilizes cooperative/leveraged purchasing contracts and/or groups to secure bulk or discounted rates for purchases as outlined in Board Policy and Administrative Regulation 3300 and 3311. Purchases through these types of agencies save taxpayer dollars on items such as furniture, technology, supplies, vehicles, equipment, building supplies, etc. There are no member fees with the agencies listed below. Upon approval, the agency membership listed will be in effect for the remainder of the 2019-20 school year.

- Sourcewell (formerly NJPA)
- California Multiple Award Schedule (CMAS)
- U.S. Communities, Government Purchasing Alliance
- National Association of State Procurement Officials (NASPO)
- National IPA
- PEPPM
- Department of General Services (DGS)
- Western States Contracting Alliance (WSCA)
- Nor-Cal Schools Joint Powers

RECOMMENDATION: Staff recommends that the Board of Trustees approve the above mentioned agency memberships for cooperative purchasing. Information regarding individual contracts can be found on each agency's respective website.

FUNDING: N/A



## BUSINESS SERVICES MEMORANDUM

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

**FROM:** Bill Young  
Assistant Superintendent, Business Services

**BOARD MEETING DATE:** February 12, 2020

**BOARD AGENDA ITEM:** Piggyback Bid Authorization for the Purchase of a District School Bus

**BACKGROUND:** With the direct efforts of Tim Romine, Lead Mechanic, the district has obtained a Clean Air Grant from The Santa Barbara County Air Pollution Control District. The amount of the grant is \$132,952.80. The grant money will be applied to replace one of our very old, outdated and out of compliance school buses.

The District has an opportunity to purchase a 2019 IC (82) passenger bus from Creative Bus Sales, using a piggyback bid #1819-SC11-01 through South County Support Services valid through December 4, 2020 and accept the pricing from Creative Bus Sales for \$166,191.00.

.

With the \$132,952.80 Clean Air Grant Funding the district will only pay \$33,238.20.

**RECOMMENDATION:** Staff recommends approval of the Piggyback Bid Authorization for the purchase of a 2019 IC (82) passenger bus from Creative Bus Sales as it is in the best interest of the District.

**FUNDING:** The fiscal impact will be on the General Fund in the amount of \$33,238.20.



## BUSINESS SERVICES MEMORANDUM

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

FROM: Bill Young  
Assistant Superintendent, Business Services

BOARD MEETING DATE: February 12, 2020

BOARD AGENDA ITEM: Resolution No. 11, County School Facilities Fund (Fund 35)

BACKGROUND: Fund 35 is established pursuant to Education Code Section 17070.43 to receive apportionments from the 1998 State School Facilities Fund (Proposition 1A), the 2002 State School Facilities Fund (Proposition 47), the 2004 State School Facilities Fund (Proposition 55), or the 2006 State School Facilities Fund (Proposition 1D). Fund 35 is used primarily to account for new school facility construction, such as for the building of new Kindergarten classrooms, modernization projects, and facility hardship grants. Typical expenditures in this fund are payments for the costs of sites, site improvements, buildings, building improvements, and furniture and fixtures capitalized as a part of the construction project.

RECOMMENDATION: Staff recommends that the Board of Trustees approves the attached Resolution No. 11, County School Facilities Fund (Fund 35), as submitted.

FUNDING: N/A



## **Resolution of the Governing Board**

**of the Orcutt Union School District**

**To Establish a Fund, in accordance with**

**Specified Code Section**

**Whereas**, the governing board of the Orcutt Union School District is desirous of maintaining a County School Facilities Fund (Fund 35); and

**Whereas**, Education Code Section 17070.43 authorizes the establishment of a County Facilities Fund (Fund 35);

**Now, Therefore Be It Resolved** that the governing board of the Orcutt Union School District hereby requests that the Santa Barbara County Auditor's Office establish a County School Facilities Fund (Fund 35) for the Orcutt Union School District School District;

**And, Be It Further Resolved**, that the interest earned on moneys deposited in the established County School Facilities (Fund 35) remains in the fund.

**Passed and Adopted** this 12th of February, 2020 by the following vote:

**Ayes:** \_\_\_\_\_

**Noes:** \_\_\_\_\_

**Absent:** \_\_\_\_\_

**Abstain:** \_\_\_\_\_

(Signed) \_\_\_\_\_  
Board Clerk/Secretary



## BUSINESS SERVICES MEMORANDUM

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

**FROM:** Bill Young  
Assistant Superintendent, Business Services

**BOARD MEETING DATE:** February 12, 2020

**BOARD AGENDA ITEM:** Piggyback Bid Authorization for the Purchase and Installation of Twelve (12) Modular Classrooms

**BACKGROUND:** Orcutt Union School District requires the purchase and installation of twelve (12) modular classrooms from American Modular Systems, using the provisions of the Reef-Sunset Unified School District Facility Services Contract approved September 20, 2018, and expiring September 20, 2021, unless mutually extended. This piggyback bid is necessary to commence with the Orcutt Union School Districts initiative for full-day Kindergarten and begin addressing the Master Facility Plan to replace portable classrooms with permanent classrooms at Joe Nightingale School. In order to proceed in a timely and efficient manner with the planned work at Alice Shaw, Joe Nightingale, Patterson Rd., Pine Grove, and Ralph Dunlap, it is in the best interest of the district to proceed with the procurement of the modular buildings utilizing the piggyback procurement method.

Below you will see that one of the funds being used is Fund (21) Capital Facilities, which is our Measure G Bond Fund. In Series B, the Joe Nightingale project includes replacing (10) portables. Two of the seven proposed modulars for Joe Nightingale will be Measure G funded. In addition, the 25% matching funds required for the Full Day Kindergarten Facilities grant for the remaining five modulars will be Measure G funded. The 25% match requirement for the other four school sites will be funded by Developer Fees.

The purchase and installation of the modular classroom buildings will be as follows:

**Alice Shaw, Pine Grove, and Ralph Dunlap (1) classroom each**  
**Patterson Rd. (2) classrooms**  
**Joe Nightingale (7) classrooms**

The preliminary budget estimate for twelve (12) DSA approved classrooms is \$4,408,164 with an option to upgrade the HVAC at a cost of \$60,840.

**RECOMMENDATION:** Staff recommends approval of the Piggyback Bid Authorization for the purchase of twelve (12) modular classroom buildings from American Modular Systems, for an estimated cost of \$4,408,164 with an option to upgrade the HVAC at a cost of \$60,840, as submitted.

**FUNDING:** Potentially one or more of the following funds: General Fund (01); Deferred Maintenance Fund (14); Building Fund (21); Capital Facilities Fund (25); and County Schools Facilities Fund (35)



February 5, 2020 (revised)

Orcutt Union School District  
500 Dyer Street  
Orcutt, California 93455  
**Attn:** Bill Young, Assistant Superintendent Business Services

**RE: 36x40 Kindergarten Classrooms – Various sites**

American Modular Systems is pleased to provide a proposal for 36x40 Kindergarten Classrooms at various sites throughout the District. Our proposal is based upon Orcutt Union School District utilizing the provisions of the Reef Sunset Unified School District Facility Supply Services Contract, the Inclusions/Exclusions as listed below, and the conceptual drawing attached.

**DSA approved, steel rigid frame construction, Type V non-rated construction, 20 lb roof load, 110 mph exposure, Low Seismic ranges 1.028 to 1.084, 2016 CBC, FOB Santa Maria , CA**

Relocatable Kindergarten Classrooms - includes below grade concrete foundations, slurry, vent/access wells with metal grates and frames, embeds, bonds and insurance

• 36x40 High Pitch Roof Classroom	Alice Shaw Elementary (1,440 sf)	\$370,907	x 1	= \$ 370,907
• 36x40 High Pitch Roof Classroom	Patterson Road Elementary (1,440 sf)	\$370,907	x 2	= \$ 741,814
• 36x40 High Pitch Roof Classroom	Pine Grove Elementary (1,440 sf)	\$370,907	x 1	= \$ 370,907
• 36x40 High Pitch Roof Classroom	Ralph Dunlap Elementary (1,440 sf)	\$370,907	x 1	= \$ 370,907
• 36x40 High Pitch Roof Classroom	Joe Nightingale Elementary (1,440 sf)	\$370,907	x 1	= \$ 370,907
• 72x40 High Pitch Roof Classroom	Joe Nightingale Elementary (2,880 sf)	\$727,574	x 3	= \$2,182,722
		<b>Total Project</b>		<b>\$4,408,164</b>

**Alternate:**

Upgrade wall mount gas/electric HVAC to electric interior HVAC \$5,070 per classroom yes\_\_no\_\_

**Note: District must provide a truck accessible level/compacted pad. The pad shall be a maximum of 6" from grade level measured diagonally along long axis. All sites exceeding 6" shall be charged on a site by site basis.**

**Inclusions**

**BID ITEM**

1. 36X40 Relocatable High Pitch Roof Classroom, Item 1H
2. Light weight concrete subfloors
3. Below grade concrete foundation system, as per PC

**BUILDING ENVELOPE**

4. Standing seam metal roofing - colored
5. Hybrid stucco exterior finish – vertical surfaces and painted enclosed soffits
6. Exterior colors (2-body, 1-trim)
7. Front overhang at 5 ft and rear overhang at 2 ft.
8. Door hardware to be panic Von Duprin 99L
9. 16g welded exterior door frame, 18g exterior door
10. (4) 4-0x5-0 clear anodized aluminum framed windows – fixed, per classroom (Series 3000 All Weather Arch. Alum)
11. Gutters and downspouts

**FOUNDATION**

12. Below grade concrete foundation system as per PC, slurry, vent/access wells, and embeds per classroom

**INSULATION**

13. R-30 Roof, R13 Walls
14. Vaulted t-grid ceilings with 2x4 ceiling tile, 8'-6" to 10'-3"

**FLOOR & WALL**

15. Standard carpet and rubber wall base as per plan (see attached)
16. VCT flooring and rubber wall base as per plan (see attached)
17. Vinyl tackboard non-rated interior walls over 1/2" gyp
18. Full panel close-ups at modlines

**CASEWORK**

19. (2) Plumbed ADA sinks and cabinets – 3.5 LF each (1-adult, 1-child), see plan, per classroom
20. Upper cabinets with doors above sinks – 7 LF, per classroom

**PLUMBING**

21. (1) single occupancy interior all gender toilet room per classroom

**MECHANICAL**

22. Gas/electric HVAC wall mount system, include supply/return registers and programmable t-stat per classroom

**ELECTRICAL**

23. Standard duplex receptacles – (10) per 36x40 classroom
24. (1) duplex and (1) j-box on wall behind future 70" monitor
25. (4) data j-boxes for future low voltage
26. Single phase electrical panel stubbed thru rear wall
27. LED recessed lights in t-grid, occupancy sensor – dimmable
28. Standard exterior exit lighting
29. Exit light with battery back-up
30. Interior light switches

**MISCELLANEOUS**

31. 2- 4'x 8' white porcelain markerboards, per classroom
32. Contract and project supervision
33. Engineering and design
34. Bonds and insurance
35. Prevailing wages as required
36. Standard delivery and installation at each site
37. Standard craning and rigging per classroom
38. Wall mounted fire extinguishers
39. FA conduit and j-boxes per PC design

**Estimated Schedule**

February 20, 2020	Under contract
March 2020	Submit drawings to Architect for DSA approval
April thru June 2020	Begin construction with DSA approved drawings
April thru June 2020	Concrete foundations
June and July 2020	Shipping and installation
August 14, 2020	Substantial Completion

**Exclusions**

1. DSA approvals for site
2. DSA in-plant or on-site inspection fees
3. adequate vehicle/trades access
4. site prep and plans showing grades, benchmarks, setbacks, finish floor height, etc.
5. drinking fountain
6. concrete or asphalt flat work or curbs
7. concrete landing/ramp or handrails
8. SWPPP
9. underground utilities
10. over excavation and re-compaction or excavation of building footprint
11. spoils removal, asphalt removal, concrete removal, sod removal, etc.
12. removal or repair of unknown underground obstacles
13. soils testing or water flow testing
14. condensate drywells or foundation drywells
15. mow strips
16. landscaping
17. utility connections
18. water chlorination
19. special unloading or special craning due to inaccessible site conditions
20. fire alarm system
21. fire sprinklers and/or riser
22. backfill and compaction
23. appliances or furniture
24. under building pad height (pad to be level and within 6" across the diagonal or additional fees maybe required)
25. full time superintendent
26. fencing, job shack, portable toilets, dust control, security, dumpster, storage bin
27. temporary or permanent power, water, or phone

28. sand prepare drywall
29. electric hand dryers
30. three phase panel
31. master distribution panel(s)
32. surveying, including building (4) corners marked and finished floor heights noted
33. down spout connections to underground or condensate connections to drywell, sewer, etc.
34. low voltage systems or wire or devices
35. architect fees
36. soap or paper dispensers or mop sink/racks
37. rough-in plumbing
38. signage
39. seamless gutters
40. EMS systems
41. wire mold
42. IDF cabinets/equipment
43. motion detectors/security systems
44. open j-boxes and conduit for low voltage systems
45. window coverings or security screens
46. electric HVAC (**see alternate**)
47. projection screens and/or projectors
48. under building foundation drains or drywells
49. master keying
50. tubular skylights
51. metal studs
52. builders risk insurance
53. methane gas remediation
54. gas regulators/meters
55. backpack racks/shelves
56. air balance reports/testing or certified air balance
57. pilot cars
58. off-site staging
59. trenching for manifold
60. union labor

**NOTE: the omission of any item(s) not listed in the assumed scope and exclusions shall not be construed to be included in this pricing**

#### **Purchase Terms**

Monthly progress payments, net 20 days. Quote good for 45 days.

Thank you for your inquiry and for the opportunity to provide a proposal for this project. My cell: 818 339 1413

Sincerely,

Jim Wallace  
Southern California Director of Sales  
American Modular Systems, Inc.  
[jim.w@americanmodular.com](mailto:jim.w@americanmodular.com)

ACCEPTED YES \_\_\_ NO \_\_\_  
BY \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

cc/Orcutt/file various sites/revised



## BUSINESS SERVICES MEMORANDUM

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

FROM: Bill Young  
Assistant Superintendent, Business Services

BOARD MEETING DATE: February 12, 2020

BOARD AGENDA ITEM: Approval of Ravatt, Albrecht & Associates, Inc. Professional Services Agreement

BACKGROUND: At the December 11, 2019 Board Meeting, the Board of Trustees approved a pool of Architects for future facility projects. At this time, we would like to bring forward Ravatt, Albrecht & Associates, Inc. Professional Services Agreement as they can provide the necessary architectural services needed for various district facility projects requiring architectural services that cost under \$1,000,000 each and related to Master Facility Plan projects, Deferred Maintenance projects, and other facility projects such as the Child Nutrition walk-in refrigerator modifications and Central Kitchen office and storage space.

RECOMMENDATION: Staff recommends that the Board of Trustees approve the Ravatt, Albrecht & Associates, Inc. Professional Services Agreement as presented.

FUNDING: Potentially one or more of the following funds: General Fund (01); Cafeteria Fund (13); Deferred Maintenance Fund (14); Building Fund (21); Capital Facilities Fund (25); and County Schools Facilities Fund (35)

**AGREEMENT FOR ARCHITECTURAL SERVICES  
BY AND BETWEEN  
ORCUTT UNION SCHOOL DISTRICT AND  
RAVATT, ALBRECHT & ASSOCIATES, INC. FOR  
VARIOUS FACILITY PROJECTS UNDER \$1M EACH, AS ASSIGNED**

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**CERTIFICATES**

This Agreement for Architectural Services is made as of February 12, 2020, between the **Orcutt Union School District**, a California public school district, ("**District**") and **RAVATT, ALBRECHT & ASSOCIATES, INC.**, a California corporation ("**Architect**") (individually a "**Party**" and collectively the "**Parties**"), for the following project ("**Project**"):

Various facility projects, \$1,000,000 or less, as assigned via a Notice to Proceed, in conjunction with the Master Facility Plan, Deferred Maintenance Plan, or other facility projects requiring architectural services as assigned and as further described in the Project Scope attached hereto as **Exhibit A**.

The Project may include multiple components. Any one of the components or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining component(s). The provisions of this Agreement shall apply to each component without regard to the status of the remaining component(s). Architect shall invoice for each component separately and District shall compensate Architect for each component separately on a proportionate basis based on the level and scope of work completed for each component.

For and in consideration of the mutual covenants herein contained, the Parties agree as follows:

#### **Article 1. Definitions**

- 1.1. In addition to the definitions above, the following definitions for words and phrases shall apply when used in this Agreement, including all Exhibits:
  - 1.1.1. **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
  - 1.1.2. **Architect:** The architect listed in the first paragraph of this Agreement, including all Consultants to the Architect, although there is no contractual relationship between the District and any Consultants employed by the Architect under terms of this Agreement.
  - 1.1.3. **As-Built Drawings ("As-BUILTS"):** Any document prepared and submitted by District's contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by change orders.
  - 1.1.4. **Bid Set:** The plans, drawings, and specifications at the end of the Construction Documents Phase that DSA has approved and that the District can use to go out to bid for construction of the Project.
  - 1.1.5. **Conforming Set:** The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated into the Conforming Set and for which DSA approval is required.
  - 1.1.6. **Construction Cost Budget:** The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget is sometimes colloquially referred to as "hard costs" and does not include the compensation of the Architect and Consultants, the cost of the land, rights-of-way, financing or other costs which are the responsibility of the District, including construction management.
  - 1.1.7. **Consultant(s):** Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Architect. Nothing in this Agreement shall create any contractual relationship between



the District and any Consultants employed by the Architect under terms of this Agreement.

- 1.1.8. **Day(s)**: Unless otherwise designated, “day(s)” means calendar day(s).
- 1.1.9. **District**: The Orcutt Union School District.
- 1.1.10. **DSA**: The Division of the State Architect.
- 1.1.11. **Project Budget**: The total amount indicated by the District for the entire Project plus all other costs, including design, construction, administration, financing, and all other costs. The Project Budget is sometimes colloquially referred to as the “hard costs” and the “soft costs.”
- 1.1.12. **Record Drawings**: A final set of drawings prepared by the Architect based upon marked-up prints, drawings, and other data furnished to Architect by Contractor that incorporates all changes from all As-Builts, sketches, details, and clarifications.
- 1.1.13. **Service(s)**: All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.
- 1.1.14. **Visually Verify**: To verify to the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.

## **Article 2. Scope, Responsibilities, and Services of Architect**

- 2.1. Architect shall render the Services as described in **Exhibit A**, commencing with receipt of a written Notice to Proceed signed by the District representative. Architect’s Services will be completed in accordance with the schedule attached as **Exhibit C**.
- 2.2. Architect’s Services hereunder shall be provided in conjunction with contracts between the District and other Project participants including the Contractor and the District’s construction manager, if one is retained by the District for the Project.
- 2.3. Architect and its Consultants shall provide Services for a Project: (i) using its professional skill and judgment; (ii) acting with due care and in accordance with respective applicable standards of care under California law for those providing similar services for projects of the size, scope and complexity of the Project for California school districts in or around the same geographic area of the District; (iii) the terms of this Agreement; and (iv) in accordance with said standards regarding application and interpretation of applicable law, code, rule or regulation at the time the Services are rendered (“Standard of Care”).
- 2.4. Architect recognizes that the District may obtain the services of a construction manager for this Project. The construction manager, if any, would be authorized to give Architect Services authorizations, and issue written approvals and Notices to Proceed on behalf of District. The District reserves the right to designate a different construction manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the construction manager, unless that task indicates it shall be performed by the governing board of the District.
- 2.5. Architect shall provide Services that comply with professional architectural standards and applicable requirements of federal, state, and local law including, without limitation:

- 2.5.1. Uniform Building Code, latest addition, and the California Code of Regulations, Title 24, including amendments.
- 2.5.2. Regulations of the State Fire Marshall (title 19, California Code of Regulations) and Pertinent Local Fire Safety Codes.
- 2.5.3. Americans with Disabilities Act.
- 2.5.4. Education Code of the State of California.
- 2.5.5. Government Code of the State of California.
- 2.5.6. Labor Code of the State of California, division 2, part 7, Public Works and Public Agencies.
- 2.5.7. Public Contract Code of the State of California.
- 2.5.8. U. S. Copyright Act.
- 2.6. **Storm Water.** Architect, through its Consultant(s), shall be the District's Qualified Storm Water Developer (QSD) and shall prepare all documents necessary for the District to be in compliance with the current Construction General Permit (CGP) of the State Water Resources Control Board.
- 2.7. Architect shall contract for or employ at Architect's expense, Consultant(s) to the extent deemed necessary for completion of its Services on the Project including, but not limited to, architects, mechanical, electrical, structural, fire protection, civil engineers, landscape architects, food service, low voltage, data, and telephone Consultants, and interior designers, and cost estimation providers, licensed as required by applicable law. The names of Consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject the Architect's use of any particular Consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any Consultant(s) employed by the Architect under terms of the Agreement.
- 2.8. Architect shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project.
- 2.9. Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation, California Department of Education (CDE), the Office of Public School Construction (OPSC), the Department of General Services (DGS), DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety, State Fire Marshal, County and City Health Inspectors and any regulatory office or agency that has authority for review and supervision of school district construction projects.
  - 2.9.1. **Architect acknowledges the provisions in Exhibit A during the Construction Administration Phase entitled "Duty to Timely Respond to DSA Inquiries."**
- 2.10. Architect shall provide Services required to obtain local agencies' approval for off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.
- 2.11. Architect shall coordinate with the District's DSA Project Inspector(s).
- 2.12. Architect shall provide computer-generated pictures downloaded to computer files, updated as

requested by the District, that the District may use on its website.

- 2.13. Architect shall coordinate and integrate its work with any of the following information and/or services as provided by District:

2.13.1. Ground contamination or hazardous material analysis.

2.13.2. Any asbestos and/or lead testing, design or abatement.

2.13.3. Compliance with the California Environmental Quality Act ("CEQA"). Architect agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District. If the District and/or its CEQA consultant does not provide mitigation measures to the Architect when reasonably required for incorporation into the Project design, the Architect may invoice the District for the work required to incorporate those mitigation measures as Extra Services.

2.13.4. Historical significance report.

2.13.5. Soils investigation.

2.13.6. Geotechnical hazard report, except as indicated in **Exhibit A**.

2.13.7. Topographic surveys of existing conditions.

2.13.8. State and local agency permit fees.

2.13.9. Commissioning Agent and Reports.

2.13.10. Testing and Inspection.

### **Article 3. Architect Staff**

- 3.1. The Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.
- 3.2. The Architect agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities:

<b>Architect's Principals:</b>	<b>Architect's Consultants:</b>
Principal in Charge: _____	Electrical: _____
Project Director: _____	Mechanical: _____
Project Architect(s): _____	Structural: _____
Other: _____	Civil: _____
Other: _____	Landscape: _____
Other: _____	Food Service: _____
Other: _____	Acoustics: _____
	Estimating: _____
	Other: _____
	Other: _____

- 3.3. All proposed Consultants are subject to review and acceptance by the District prior to commencing work on the project. The District reserves the right to replace any consultant in the best interest of the project.
- 3.4. The Architect shall not change any of the key personnel listed above without prior notice to and written approval by District, unless said personnel cease to be employed by Architect. In either case, District shall be allowed to interview and approve replacement personnel.
- 3.5. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice the Architect shall have five (5) days to remove that person from the Project and replace that person with personnel acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and shall be subject to all conditions previously stated in this paragraph.
- 3.6. Architect represents that the Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of the Services and that no person having any such interest shall be employed by Architect.
- 3.7. Architect shall comply with Education Code section 17302(a) and agrees that any plans, specifications and/or included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

#### **Article 4. Schedule of Services / Term**

- 4.1. The Architect shall commence Services under this Agreement upon receipt of a Notice to Proceed and shall perform the Services diligently as described in Exhibit A, so as to proceed with and complete the Services in compliance with the schedule in Exhibit C. Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's and/or its consultant(s)' reasonable control.
- 4.2. **Term.** The Architect shall commence providing Services upon the execution of this Agreement and will diligently perform as required and continue performance until the Project is completed ("**Term**") or the Agreement is terminated as indicated herein, whichever is earlier. The Term is further detailed in the schedule in **Exhibit C**. The Parties agree that if this Agreement is in any way voided by an action based on Education Code section 17596, to the extent permitted by applicable law, the Parties will enter into and approve subsequent agreement(s), addenda, or amendment(s) for terms of up to 5 years each and under the same terms and conditions of this Agreement. The Architect is not due any additional compensation or Fee if the Term is longer than indicated herein and acknowledges that its Fee is based on the Architect performing the Services and all tasks within the Services and not based on the length of time to perform those Services or for the design or construction of the Project. The Architect's Fee is as indicated herein and in **Exhibit D**.

#### **Article 5. Construction Cost Budget**

- 5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with the **Exhibit A**, the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and the construction manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.
- 5.2. Architect shall complete all Services as described in **Exhibit A**, including all plans, designs, drawings, specifications and other construction documents, so that the cost to construct the work designed by

the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. The Architect shall maintain cost controls throughout the Project to deliver the Project within the Construction Cost Budget.

- 5.3. The District is relying on the Architect's expertise regarding the cost of construction. If any of the following events occur:
- The lowest responsive base bid received exceeds the Construction Cost Budget by ten percent (10%) or more; or
  - The combined total of base bid and all additive alternates is ten percent (10%) or more below the Construction Cost Budget; or
  - The Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy;

Then the District, in its sole discretion, has one or a combination of the following alternatives:

- 5.3.1. Give the Architect written approval on an agreed adjustment to the Construction Cost Budget.
- 5.3.2. Authorize the Architect to assist the District to re-negotiate, when appropriate, and/or participate in re-bidding or requesting new proposals for the Project within three (3) months' time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.
- 5.3.3. Terminate this Agreement if the Project is abandoned, without further obligation by either Party.
- 5.3.4. Within three (3) months' time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to the District. The modification of Construction Documents shall be the limit of the Architect's responsibility arising out of the establishment of a Construction Cost Budget. All other obligations of the Architect, including construction administration services, remain as stated in the Agreement.

## **Article 6. Fee and Method of Payment**

- 6.1. The Fee is as defined in **Exhibit D**. District shall pay Architect the Fee pursuant to the provisions of **Exhibit D**.
- 6.2. Architect shall bill its work under this Agreement in accordance with **Exhibit D**.
- 6.3. No increase in Fee will be due from change orders generated during the construction period to the extent caused by Architect's error or omission.
- 6.4. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit D**.
- 6.5. Regardless of the structure of Architect's Fee, the Architect's Fee will be adjusted downward if the

Scope of Services of this Agreement is reduced by the District in accordance with this Agreement. District shall pay for Services authorized and performed prior to the notice to Architect of a reduction as indicated here.

#### **Article 7. Payment for Extra Services or Changes**

District-authorized services outside of the scope in **Exhibit A** or District-authorized reimbursables not included in Architect's fee are "Extra Services." Any charges for Extra Services shall be paid by the District as described in **Exhibit B** only upon certification that the claimed Extra Services was authorized as indicated herein and that the Extra Services have been satisfactorily completed. If any service is done by Architect without prior written authorization by the District or the District's authorized representative, the District will not be obligated to pay for that service. The foregoing provision notwithstanding, the District will pay the Architect as described in **Exhibit "B"** for Extra Services that the District or the District's authorized representative verbally requests, provided that the Architect confirms each request in writing pursuant to the notice requirements of this Agreement, provides the District the opportunity to rescind or otherwise clarify the nature and/or scope of the request after receipt of notice, and Architect proceeds with those Extra Services not earlier than two (2) business days after the District receives confirmation of the request from the Architect.

#### **Article 8. Ownership of Data**

- 8.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for District to use, at its discretion, all plans, including, but not limited to, record drawings, specifications, and estimates that the Architect or its Consultants, prepares or causes to be prepared pursuant to this Agreement.
- 8.2. The Architect retains all rights to all copyrights, designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that the Architect or its Consultants prepares or causes to be prepared pursuant to this Agreement.
- 8.3. The Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting (CADD) (e.g., AutoCAD) Technology. The Architect shall deliver to the District, on request, a "thumb" drive or other District-approved media, electronic transfer or weblink, with these documents and that is compatible with the most current version of AutoCAD. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.
- 8.4. In order to evidence what CADD information was provided to the District, Architect and District shall each sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by any person other than the Architect or Consultant(s) subsequent to it being provided to the District.
- 8.5. Following the termination of this Agreement, for any reason whatsoever, the Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service") in an electronic format requested by District and which the District shall have the right to utilize in any way permitted by statute:
  - 8.5.1. One (1) set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.

- 8.5.2. One (1) set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.
  - 8.5.3. One (1) set of non-fixed image CADD drawing files in DXF and/or DWG format of the site plan, floor plans (architectural, plumbing, structural mechanical and electrical), roof plan, sections and exterior elevations of the Project.
  - 8.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.
- 8.6. In the event the District changes or uses any fully or partially completed documents without the Architect's knowledge and participation, the District agrees to release Architect of responsibility for those changes, and shall indemnify the Architect harmless from and against any and all claims, including, but not limited to, reasonable attorneys' fees, on account of any damages or losses to property or persons, including injuries or death, arising out of that change or use except to the extent the Architect is found to be liable in a forum of competent jurisdiction. In the event District uses any fully or partially completed documents without the Architect's full involvement, the District shall remove all title blocks and other information that might identify the Architect and the Architect's Consultants.

#### **Article 9. Termination of Agreement**

- 9.1. If Architect fails to perform the Services to the reasonable satisfaction of the District and as required by this Agreement, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice District for all Services performed until the date of the notice of termination. District shall have the right to withhold payment and deduct from Architect's invoice, any amounts equal to District's costs caused by Architect's negligent errors or omissions, recklessness, or willful misconduct. The District may, at its discretion, provide the Architect time to cure its default or breach.
- 9.2. District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District according to the percentage completed based on Exhibit D and District shall pay all undisputed invoice(s) for Services performed until the date of District's written notice of termination, not to exceed the Fee.
- 9.3. Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of the termination.
- 9.4. The Architect has the right to terminate this Agreement if the District fails to make payment of undisputed amounts due to Architect hereunder. That termination shall be effective on the date District receives written notice of the termination from Architect. Architect may invoice District according to the percentage completed based on Exhibit D and District shall pay all undisputed invoice(s) for Services performed until the Architect's notice of termination, not to exceed the Fee.
- 9.5. If, at any time in the progress of the Design of the Project, the governing board of the District determines that the Project should be terminated, the Architect, upon written notice from the District of a termination, shall immediately cease performing Services. The District shall pay the Architect only the fee associated with the Services performed, from Architect's last paid invoice up to the date of the notice of termination, not to exceed the Fee.

- 9.6. If the District suspends the Project for more than one hundred twenty (120) consecutive days, the Architect shall be compensated for Services performed prior to the notice of suspension. When the Project is resumed, the schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. If the District suspends the Project for more than eighteen (18) months, the Architect may terminate this Agreement by giving written notice.

#### **Article 10. Architect Indemnity**

- 10.1. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, Architect shall indemnify, protect, defend and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action to property or persons, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of Architect, its directors, officials, officers, employees, contractors, subcontractors, consultants, subconsultants or agents arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes Architect's liability as to the active or sole negligence or willful misconduct of the District.

- 10.2. The following shall be Claims, to the extent they satisfy the definition of Claims herein:

10.2.1. **The cost of Project delays.** Without limiting Architect's liability for indirect cost impacts due to Project delays, the direct costs for which the Architect shall be liable shall be proportionate to the amount the District is liable to the Project contractor(s), subcontractor(s), suppliers, inspector(s), construction manager(s) for the Project delays, including the proportionate cost of interim housing necessitated by Project delays, to the extent that the Project delays arise out of, pertain to, relate to or result from the negligent errors or omissions, recklessness, or willful misconduct of Architect in the performance of any Services that falls below the Standard of Care as defined herein.

10.2.2. **The cost of construction change orders for errors and omissions.** Without limiting Architect's liability for indirect cost impacts, the direct costs for which the Architect shall be liable shall equal the difference between the cost of the change order(s) and the reasonable cost of the work had that work been a part of the originally prepared construction documents, to the extent that the change order(s) arise out of, pertain to, relate to or result from the negligent errors or omissions, recklessness, or willful misconduct of Architect in the performance of any Services that falls below the Standard of Care as defined herein.

These amounts may be paid by Architect to District or the District may in reasonable good faith withhold those costs from amounts owing to Architect, pending resolution of the dispute.

- 10.3. Architect's duty to indemnify under this Agreement shall apply during the term of this Agreement and shall survive any expiration or termination of this Agreement until any such Claim(s) are barred by the applicable statute of limitations and is in addition to any other rights or remedies that the District may have under the law or under this Agreement.
- 10.4. The Architect's duty to defend shall begin upon the District's notification to the Architect of a Claim. At that time, the Architect shall pay for that defense at its sole cost. At the resolution of a Claim, either by dispute resolution, settlement, litigation or otherwise, the District and Architect shall base



their proportionate percentage of fault for the Claim either upon (1) the determination of a third-party neutral that adjudicated or settled the claim (e.g., a mediator, an arbitrator, a judge, etc.) or (2) if no determination was made, based on a good faith determination of the District and the Architect. At that time the Parties shall determine the cost to defend that is chargeable to the Architect and a payment from one Party to the other Party shall be made within sixty (60) days to satisfy that reconciliation.

#### **Article 11. Mandatory Mediation for Claims**

- 11.1. The Parties hereto agree prior to commencing any legal action relating to any Claim, as defined herein, to submit the Claim to a mandatory good-faith mediation process ("Mediation"). The Parties' expectations are that if the Claim is made by a third party (e.g., a contractor), that the third party will be a participant in that Mediation. The Parties agree that any statute of limitations applicable to any Claim shall be tolled for the period from the date a Party requests Mediation through fourteen (14) days after termination of the Mediation, unless otherwise agreed to by the Parties.
- 11.2. Except as set forth below, the Parties agree to refrain from filing, maintaining or prosecuting any action related to the Claim during the pendency of the Mediation provided that the Mediation must commence within thirty (30) days after a Party makes written demand to the other for Mediation.
- 11.3. The Parties shall participate in a minimum of one full-day mediation session before the Mediation may be declared unsuccessful and terminated by either Party. The Mediation shall be conducted in accordance with the rules as the Parties agree upon, or in the absence of agreement, in accordance with the Commercial Mediation Rules of JAMS/Endispute. Evidence of anything said, any admissions made, and any documents prepared in the course of the Mediation shall not be admissible in evidence or subject to discovery in any court action pursuant to Evidence Code Section 1152.5.
- 11.4. The Parties shall mutually agree to the selection of a mediator who is an attorney that is experienced in public works construction claims. If the Parties are unable to agree upon a mediator, then the mediator shall be appointed by JAMS/Endispute.
- 11.5. The Mediation shall take place at a location within twenty (20) miles of the District's administrative office. The mediator's fees and administrative fees, if any, shall be split equally between the Parties, but, unless otherwise agreed to in writing, each Party shall bear its own attorney's fees.
- 11.6. If any Party commences a legal action without first attempting to resolve the Claim as required by this Article 11, that Party shall be in breach of this Agreement and shall not be entitled to recover attorney's fees that might have otherwise been recoverable.
- 11.7. This mandatory mediation process shall only apply to Claims pursuant to the Architect Indemnity provision herein and shall not apply to any disputes to be resolved pursuant to the Alternative Dispute Resolution provision herein.

#### **Article 12. Fingerprinting**

Pursuant to Education Code section 45125.2, District has determined on the basis of scope of Services, that Architect, Contractors, and their employees will have only limited contact with pupils at most. Architect shall promptly notify District in writing of any facts or circumstances which might reasonably lead District to determine that contact will be more than limited as defined by Education Code section 45125.1(d).

#### **Article 13. Responsibilities of the District**

- 13.1. The District shall examine the documents submitted by the Architect and shall render any decision(s) required of District, in a timely manner to avoid unreasonable delay in the performance of Architect's Services.
- 13.2. The District shall verbally or in writing advise the Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide a notice shall not relieve Architect of its responsibility therefore, if any.
- 13.3. Unless the District and the Architect agree that a hazardous materials consultant shall be a Consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants when those services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to these matters which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and is not a Consultant of the Architect, the specifications shall indicate that the specifications prepared by District's consultant relating to these matters, are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The bid documents shall also direct questions about the specifications to the consultant that prepared the specifications.
- 13.4. District personnel and/or its designated representatives shall coordinate with Architect as may be requested and beneficial for the coordination or management of work related to the Project.
- 13.5. The District shall timely provide to the Architect all relevant information in its possession regarding the Project that is necessary for performance of Architect's Services.
- 13.6. The District shall pay all fees required by agencies having jurisdiction over the Project.

**Article 14. Liability of District**

- 14.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed.
- 14.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by its employees and Consultants, even though the equipment may be furnished or loaned to Architect by District.

**Article 15. Nondiscrimination**

- 15.1. Architect agrees that no discrimination shall be made in the employment of persons under this Agreement because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected characteristic of a person.
- 15.2. Architect shall comply with any and all applicable regulations and laws governing nondiscrimination in employment.

**Article 16. Insurance**

- 16.1. Architect shall comply with the insurance requirements for this Agreement, set forth in **Exhibit E**.
- 16.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit E**.

**Article 17. Covenant Against Contingent Fees**

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Fee or consideration or to recover the full amount of a fee, commission, percentage fee, gift, or contingency.

**Article 18. Entire Agreement/Modification**

- 18.1. This Agreement, including the Exhibits incorporated by reference into this Agreement, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. Architect shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Architect specifically acknowledges that in entering this Agreement, Architect relies solely upon the provisions contained in this Agreement.
- 18.2. This Agreement shall not include or incorporate the terms of any proposal, general conditions, conditions, master agreement, or any other terms or documents prepared by the Architect. The attachment of any Architect-prepared document to this Agreement shall not be interpreted or construed to incorporate those terms into this Agreement, unless the District approves of that incorporation in a separate writing signed by the District. If proposals, quotes, statement of qualifications, or other similar documents prepared by the Architect are incorporated into this Agreement, then that incorporation shall be limited to those terms that describe only the Architect's scope of work, rates, price, and schedule.

**Article 19. Non-Assignment of Agreement**

This Agreement is intended to secure the specialized Services of the Architect. Therefore, Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any purported assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Architect and any purported assignment, transfer, delegation or sublease without Architect's prior written consent shall be considered null and void.

**Article 20. Law, Venue**

- 20.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 20.2. The county in which the District administration office is located shall be the venue for any action or

proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

## **Article 21. Alternative Dispute Resolution**

### **21.1. Architect's Invoices.**

21.1.1. If the District disapproves of any portion or amount(s) of the Architect's invoices, the District shall within thirty (30) days of receipt by the District of any of the Architect's invoices, communicate to the Architect in writing, with reasonable detail, the portion or amount of the Architect's invoices that are disapproved for payment, the portion or amount of the Architect's invoices that are approved for payment, and the basis for the District's disapproval of the disputed portion(s) or amount(s) of the Architect's invoices ("Disputed Architect Invoice Detail").

21.1.2. If the Architect disagrees with the Disputed Architect Invoice Detail, the Architect shall communicate to the District in writing, and request to meet and confer in good faith with respect to the Disputed Architect Invoice Detail, to determine if the disagreement can be resolved. The meet and confer shall be scheduled to occur within thirty (30) days of Architect's request. The meet and confer shall include, but are not limited to, face-to-face meeting(s) with the appropriate District and Architect personnel as appropriate and necessary.

21.1.3. If the Parties cannot resolve the matter during this meet and confer process, the Parties shall handle the matter as a "dispute" as provided herein.

21.2. Disputes between the parties arising out of this Agreement shall be resolved by the following processes:

21.2.1. **Negotiation.** The parties shall first attempt in good faith to resolve any dispute arising out of or relating to this Agreement by negotiation. The Parties' meet and confer process for Disputed Architect Invoice Detail as detailed above, shall satisfy this negotiation requirement.

21.2.2. **Mediation.** Within thirty (30) days following the earlier of receipt of notice by one Party from the other Party of a demand for mediation, the Parties shall:

21.2.2.1. Administer the dispute pursuant to the Mandatory Mediation provisions indicated herein, or

21.2.2.2. If there are no other parties involved, administer the dispute pursuant to non-binding mediation administered in accordance with the Commercial Mediation Rules of JAMS/Endispute, unless waived by mutual stipulation of both Parties.

21.2.3. **Litigation.** Disputes arising from this Agreement that cannot be settled through negotiation or mediation (after those processes have been exhausted) shall be litigated in the California Superior Court in the county in which the Project that is the subject of this Agreement is located.

21.3. Architect shall neither rescind nor stop the performance of its Services pending the outcome of any dispute.

## **Article 22. Severability**

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

#### **Article 23. Employment Status**

- 23.1. Architect shall, during the entire term of Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which the Architect performs the Services; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 23.2. Architect understands and agrees that the Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.
- 23.3. Should District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.
- 23.4. Should a relevant taxing authority determine a liability for Services performed by Architect for District, upon notification of such fact by District, Architect shall promptly remit such amount due or arrange with District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against that liability).
- 23.5. A determination of employment status pursuant to the preceding two (2) paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect was not an employee.
- 23.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

#### **Article 24. Warranty and Certification of Architect**

- 24.1. Architect warrants and certifies that the Architect is properly certified and licensed under the laws and regulations of the State of California to provide the Services that it has agreed to perform.
- 24.2. Architect warrants and certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services.

24.3. Architect warrants and certifies that it is aware of the provisions of California Labor Code that require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). Since the Architect is performing Services as part of an applicable “public works” or “maintenance” project, and since the total compensation is One Thousand Dollars (\$1,000) or more, the Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all applicable Prevailing Wage Laws.

24.3.1. Architect shall ensure that it and its subconsultants comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5.

#### **Article 25. Cost Disclosure - Documents and Written Reports**

Architect shall be responsible for compliance with California Government Code section 7550, if the total cost of the Agreement exceeds Five Thousand Dollars (\$5,000).

#### **Article 26. Notices and Communications**

Notices and communications between the Parties may be sent to the following addresses:

**District:**

Orcutt Union School District  
500 Dyer Street  
Orcutt, CA 93455  
Attn: Bill Young, Assistant Superintendent of  
Business Services

**Architect:**

RAVATT, ALBRECHT & ASSOCIATES, INC.  
125 Union Avenue, Suite 201  
Orcutt, CA 93455  
P.O. Box 2267  
Santa Maria, CA 93457  
Attn: Greg Ravatt, Principal

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the day after delivery.

#### **Article 27. Disabled Veteran Business Enterprise Participation**

Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the “Act”). This Project may use funds allocated under the Act. Therefore, to the extent feasible and pertaining to future hiring’s, the Architect, before it executes the Agreement, shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount paid to DVBEs in conjunction with the Agreement, and documentation demonstrating the Architect’s good faith efforts to meet these DVBE goals.

#### **Article 28. District’s Right to Audit**

28.1. District retains the right to review and audit, and the reasonable right of access to Architect’s and any Consultant’s premises to review and audit the Architect’s compliance with the provisions of this Agreement (“District’s Audit Right”). The District’s Audit Right includes the right to inspect, photocopy, and to retain copies, outside of the Architect’s premises, of any and all Project-related records, documents and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.

- 28.2. The District's Audit Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines are necessary to discover and verify that the Architect is in compliance with the requirements of this Agreement.
- 28.3. If there is a claim for additional compensation or for Extra Services, the District's Audit Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.
- 28.4. The Architect shall maintain complete and accurate records for a minimum of seven (7) years and in accordance with generally accepted accounting practices in the industry. The Architect shall make available to the District for review and audit, all Project related accounting records and documents, and any other financial data. Upon District's request, the Architect shall submit exact duplicates of originals of all requested records to the District.
- 28.5. The Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that this Article is binding upon all Consultants.
- 28.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related documents, records and information.
- 28.7. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of more than Ten Thousand Dollars (\$10,000), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of the District, or as part of any audit of the District, for a period of three (3) years after final payment under the Agreement.

#### **Article 29. Other Provisions**

- 29.1. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by Architect's failure to perform any of the Services to the Standard of Care as defined herein.
- 29.2. Each Party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each Party acknowledges that the drafting of this Agreement was the product of negotiation, that no Party is the author of this Agreement, and that this Agreement shall not be construed against any Party as the drafter of the Agreement.
- 29.3. The Architect shall issue a credit to the District as an offset to the Architect's Fee, an amount equal to one hundred percent (100%) of the tax deduction and/or credit the Architect receives, if any, based on the Project per Internal Revenue Code Section 179(D) (The energy efficient commercial buildings deduction).
- 29.4. The Architect acknowledges that the District is a public agency that is subject to heightened curiosity by the news media and the public and that the Architect may not be apprised of all facts surrounding the Project that Architect is working on. Accordingly, Architect shall promptly refer all inquiries from the news media or public concerning this Agreement or its performance under the Agreement to the District, and Architect shall not make any statements or disclose any documents to the media or the public relating to the performance under this Agreement or the effects caused thereby. If Architect

receives a complaint from a citizen or member of the public concerning the performance or effects of this Agreement, it shall promptly inform the District of that complaint. In its sole discretion, the District shall determine the appropriate response to the complaint.

- 29.5. **Confidentiality.** Architect, and its Consultants, and employee(s) shall maintain the confidentiality of all information received in the course of performing the Services. Architect understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 29.6. **Exhibits A through E** and all Certificates attached hereto are hereby incorporated by this reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

Dated: \_\_\_\_\_, 2019

Dated: \_\_\_\_\_, 2019

**Orcutt Union School District**

**RAVATT, ALBRECHT & ASSOCIATES, INC.**

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

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

Print Name: William C. Young

Print Name: Greg Ravatt

Print Title: Asst. Supt. – Business Services

Print Title: Principal



## EXHIBIT A

### RESPONSIBILITIES AND SERVICES OF ARCHITECT

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Architect shall provide all professional services necessary for completing the following:

#### 1. BASIC SERVICES

Architect agrees to provide the services described below:

- 1.1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under the Agreement as well as coordination with all Master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other services.
- 1.2. The District shall provide all information available to it to the extent the information relates to Architect's scope of work. This information shall include, if available;
  - 1.2.1. Physical characteristics;
  - 1.2.2. Legal limitations and utility locations for the Project site(s);
  - 1.2.3. Written legal description(s) of the Project site(s);
  - 1.2.4. Grades and lines of streets, alleys, pavements, and adjoining property and structures;
  - 1.2.5. Adjacent drainage;
  - 1.2.6. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
  - 1.2.7. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;
  - 1.2.8. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
  - 1.2.9. Surveys, reports, as-built drawings; and

1.2.10. Subsoil data, chemical data, and other data logs of borings.

Architect shall Visually Verify this information and all existing utilities related to the Project, including capacity, and document the location of existing utility lines, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District.

If Architect determines that the information or documentation the District provides is insufficient for purposes of design or if the Architect requires a topographical survey; geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other information that the District has not provided, the Architect shall request that the District acquire that information at the soonest possible time after Architect becomes aware that this additional information is needed. If the Parties mutually agree, this additional information and service shall be procured through the Architect, who may invoice the District for those services as Extra Services.

- 1.3. **Technology Backbone.** Architect shall be responsible for the coordination of the design and the layout of the technology backbone system with the District's Information Technology Department and/or the District's technology consultant, and lay out any included technology backbone system. The coordination effort shall include location and routing of raceways, conduits and outlets and the required spaces to accommodate electrical, data and communication wiring. Architect and consultant(s) shall prepare and be responsible for documents prepared by the Architect based on the information provided by the District's technology consultant as appropriate to the level of design completion.

- 1.4. **Interior Design.** Provide interior design and other similar services required for or in connection with selection and color coordination of materials. Architect is required to coordinate the placement of furniture, equipment layout, or schematic space allocation. The District shall procure furnishings and moveable equipment. Advise the District on lead times and availability of all Project equipment, materials, supplies, and furnishings to ensure that all of these will be available to the District in a timely fashion so as to not delay the Project and/or delay the District's beneficial occupancy of the Project.

1.5. **Mandatory Assistance**

Except for Claims as defined in this Agreement, if a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

The District will compensate the Architect for fees incurred for providing Mandatory Assistance as Extra Services under Exhibit B. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of the Architect, its agents, officers, and employees, the Architect shall reimburse the District. The District is then entitled to reimbursement of all fees paid to the Architect, its agents, officers, and employees for Mandatory Assistance.

1.6. **Oversight and Inspection Requirements**

The Architect acknowledges that under the DSA inspection, approval and certification process for projects, the Architect must comply with the requirements of the most recent versions of DSA documents PR 13-01 (Procedure: Construction Oversight Process) and IR A-6 (Interpretation of Regulations: Construction Change Document Submittal and Approval Process), and other related requirements. Below are provisions of these two documents, but DSA may update these and other requirements and Architect must continually comply the most up-to-date requirements:

1.6.1. PR 13-01 (Procedure: Construction Oversight Process)

- 1.6.1.1. Responsible to the school board and to the DSA to see that the completed work conforms in every material respect to the DSA approved construction documents.
- 1.6.1.2. Ensure the Project Inspector is approved by the DSA for the project by submitting form DSA 5 to and obtaining approval from the DSA prior to the start of construction and prior to requesting issuance of form DSA 152.
- 1.6.1.3. Provide a copy of the DSA approved construction documents to the Project Inspector and Laboratory of Record prior to the commencement of construction
- 1.6.1.4. Provide a copy of the DSA approved Statement of Structural Tests and Special Inspections (form DSA 103) to the Project Inspector and Laboratory of Record prior to the commencement of construction.
- 1.6.1.5. Provide general direction of the work of the Project Inspector.
- 1.6.1.6. Issue specific instructions to the testing facility and the special inspectors prior to start of construction.
- 1.6.1.7. Provide code required supervision of special inspectors not provided by the Laboratory of Record.
- 1.6.1.8. Notify the DSA as to the disposition of materials noted on laboratory testing, and/or special inspection, reports as not conforming to the DSA approved construction documents
- 1.6.1.9. Respond to DSA field trip notes as necessary.
- 1.6.1.10. Provide observation of the construction. All architects and engineers having responsibility for observation of the work as listed on the form DSA 1 - Application for Approval of Plans and Specifications, shall maintain personal contact with the project as is necessary to assure themselves of compliance, in every material respect, with the DSA approved construction documents. Personal contact shall include visits to the project site by the architect or engineer or their qualified representative to observe the construction.
- 1.6.1.11. Submit Verified Reports. The architect or engineer, as identified above, is required to submit Verified Reports (form DSA 6-AE) to the DSA and to the Project Inspector. The reports are required to be submitted upon any of the following events occurring:

1.6.1.11.1. The project is complete. The DSA considers the project to be complete when the construction is sufficiently complete in accordance with the DSA approved construction documents so that the District can occupy or utilize the project.

1.6.1.11.2. Work on the project is suspended for a period of more than one month.

1.6.1.11.3. The services of the architect or engineer are terminated for any reason prior to completion of the project.

1.6.1.11.4. The DSA requests a Verified Report. (See interim Verified Reports below. This is a "DSA request.")

1.6.1.12. Submit interim Verified Reports. The architect or engineer shall submit an interim Verified Report (form DSA 6-AE) to the DSA and a copy to the Project Inspector for each of the applicable sections of the form DSA 152 prior to the Project Inspector signing off that section of the project inspection card. The sections are:

1.6.1.12.1. Initial Site Work

1.6.1.12.2. Foundation Prep

1.6.1.12.3. Vertical Framing

1.6.1.12.4. Horizontal Framing

1.6.1.12.5. Appurtenances

1.6.1.12.6. Non-Building Site Structures

1.6.1.12.7. Finish Site Work

1.6.1.12.8. Other Work

1.6.1.12.9. Final

1.6.2. IR A-6 (Interpretation of Regulations: Construction Change Document Submittal and Approval Process)

1.6.2.1. **Submittal Requirements for Construction Changes:** After a contract for the work has been let, changes to the approved construction documents shall be made by means of Construction Change Documents (CCD). It is the responsibility of the Architect to determine if changes affect the Structural, Access or Fire & Life Safety Portions of the Project. The Architect shall prepare the CCD and is responsible for code and process compliance. The following define requirements for submittal of CCD to DSA.

1.6.2.1.1. **Changes to or affecting the Structural, Access or Fire-Life Safety Portions of the Project:**

1.6.2.1.1.1. These changes shall be classified as CCD Category A.

- 1.6.2.1.1.2. CCD Category A are required to be submitted to and approved by DSA prior to commencement of the affected work.
- 1.6.2.1.1.3. CCD Category A must be submitted to DSA using the CCD Category A form, DSA-140 available on the DSA web site, forms page, at <http://www.dgs.ca.gov/dsa/Forms.aspx>.
- 1.6.2.1.1.4. Submittal process requirements are defined herein below and must be followed.
- 1.6.2.1.2. **Changes not affecting the Structural Safety, Access Compliance or Fire & Life Safety portions:**
  - 1.6.2.1.2.1. These changes shall be classified as **CCD Category B**.
  - 1.6.2.1.2.2. CCD Category B are not required to be submitted to DSA unless specifically required, in writing, by DSA.
  - 1.6.2.1.2.3. If DSA requires any CCD Category B to be submitted then they shall be submitted to DSA using the Category B form, DSA-141 available on the DSA web site, forms page, at <http://www.dgs.ca.gov/dsa/Forms.aspx>.
  - 1.6.2.1.2.4. If DSA requires a CCD Category B to be submitted then DSA will review for concurrence that it does not contain changes to, or affect the Structural, Access or Fire & Life safety portions of the project. If necessary, and at its sole discretion, DSA will re-assign the CCD to Category A.
- 1.6.2.1.3. **Change Orders:** Change Orders are not required to be submitted to DSA. The CCD process replaces the need to submit Change Orders (except as noted herein). Changes to the construction cost are reported to DSA using form DSA-168 at the conclusion of the project.
- 1.6.2.2. **Submittal Process:** Submittal of CCDs must conform to the following requirements:
  - 1.6.2.2.1. Must be submitted by the Architect.
  - 1.6.2.2.2. Must be submitted to DSA using the appropriate form. The forms are available on the DSA web site, forms page, at <http://www.dgs.ca.gov/dsa/Forms.aspx>.
  - 1.6.2.2.3. Each CCD submittal must use a separate DSA CCD Category form.
  - 1.6.2.2.4. Each submittal must contain one DSA CCD Category form bound with two copies of the subject CCD except as noted herein.
  - 1.6.2.2.5. The DSA CCD Category form must be filled out completely, leaving no fields blank.

1.6.2.2.6. Each CCD must be uniquely numbered. The numbering may be numeric or alpha-numeric.

1.6.2.2.6.1. If the submitted CCD is returned by DSA not approved, the CCD number used in the original submittal must remain the same for any subsequent re-submittals.

1.6.2.2.6.2. If a submitted CCD Category B is returned by DSA not approved, the CCD number used in the original submittal must remain the same when re-submitting as a CCD Category A.

1.6.2.2.7. Changes must be described clearly and completely.

1.6.2.2.8. Drawings, specifications, and calculations must be stamped and signed by the responsible Architect.

1.6.2.2.9. Reference to the specific portions of the drawings or specifications that are being changed must be included.

1.6.2.2.10. Changes to any testing or inspection requirements associated with the proposed change must be clearly described.

1.6.2.2.11. Each page in the CCD, including the pages in each attachment, shall be clearly and uniquely numbered. All drawings attached to describe the changes shall be clearly numbered, labeled, and referenced.

1.6.2.2.12. When drawings containing DSA approval stamps are revised and reissued as part of the CCD, all of the following requirements must be met:

1.6.2.2.12.1. Images of all DSA approval stamps must be removed from the drawing (or crossed out) prior to making any changes to the drawings.

1.6.2.2.12.2. Each change shall be clouded and identified on the drawing.

1.6.2.2.12.3. All drawings must be re-stamped and re-signed by the responsible Architect.

1.6.2.2.13. The submittal must be by mail or delivery. (Electronic submittals may be accepted at the discretion of the DSA Regional Office. For electronic submittals submit one copy of the subject CCD along with one DSA CCD Category form. Fax submittals are not acceptable.)

1.6.2.3. **Distribution of CCD Category A Documents:** The Architect shall provide the Contractor and Project Inspector with DSA approved CCD Category A prior to commencement of work shown thereon.

1.6.2.4. **CCD Category A Statement in Final Verified Report.** The final verified report (form DSA-6A/E) from the Architect must include a statement that all changes

to or affecting the Structural Safety, Access Compliance or Fire & Life Safety portions of the project have been approved by DSA.

## **2. PRE-DESIGN AND START-UP SERVICES**

### **2.1. Project Initiation**

Upon final execution of the Agreement with the District, the Architect shall:

- 2.1.1. Within the first week following execution of the Agreement, review the proposed Schedule of Work set forth in Exhibit C to the Agreement and prepare a detailed scope of work list and work plan for documentation in a computer-generated Project schedule to the District's satisfaction. This scope of work list and work plan will identify specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Architect shall also identify milestone activities or dates, specific task responsibilities, required completion times necessary for the review and approval by the District and by all regulatory agencies and additional definition of deliverables.
- 2.1.2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

### **2.2. Development of Architectural Program**

The Architect shall prepare for the District's review an architectural program as follows:

- 2.2.1. Perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed. Identify design issues relating to functional needs, directives and constraints imposed by regulatory codes. Review all data pertinent to the Project including survey, site maps, geotechnical reports and recommendations, soil testing results reports, and pertinent historical data, and other relevant information provided by District.
- 2.2.2. Review DSA codes pertaining to the proposed Project design.
- 2.2.3. Identify design issues relating to functional needs, directives and constraints imposed by applicable regulatory codes.
- 2.2.4. Based on survey and topography data provided by the District, input into computer and develop existing conditions base for the Schematic Design Phase.
- 2.2.5. Administer Project as required to coordinate work with the District and between subconsultants.
- 2.2.6. Construction Cost Budget
  - 2.2.6.1. Architect shall have responsibility to further develop review, and reconcile the Construction Cost Budget within the parameters of the Project Budget established in the District's implementation plan. The estimates forming the basis of the Construction Cost Budget are to be based on the developed functional architectural programs as approved by the District. The following conditions apply to the Construction Cost Budget prepared by the Architect:

- 2.2.6.1.1. All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the District and its representatives.
  - 2.2.6.1.2. Format shall be in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.
  - 2.2.6.1.3. Contingencies for design, bidding, and construction are to be included as individual line items, with the percentage and base of calculation clearly identified.
  - 2.2.6.1.4. The Architect shall include all information and estimates from the District and/or the Construction Manager that are intended to be part of the Construction Cost Budget.
  - 2.2.6.1.5. One week prior to submittal of documents, the Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
  - 2.2.6.1.6. Mechanical, electrical, civil, landscape and estimating consultant(s) shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.
- 2.2.6.2. The Construction Cost Budget for the Project must at no point exceed the District's Project Budget allocation for construction. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

**2.3. Presentation**

Architect along with any involved consultant(s) shall present and review with the District and, if directed, with it's the District's governing board, the summary and detail of work involved in this Phase, including two dimensional renderings of any proposed facility suitable for public presentation.

**2.4. Deliverables and Numbers of Copies**

Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one copy of each item in electronic format:

- 2.4.1. Two copies of Architectural Program (Include comparison between developed program and "model" program, include narrative explaining any substantial deviations);
- 2.4.2. Two copies of Site Plan;



- 2.4.3. Two copies of revised Construction Cost Budget;
- 2.4.4. Two copies of final Schedule of Work;
- 2.4.5. Two copies of meeting Reports/Minutes from Kick-off and other meetings;
- 2.4.6. Two copies of renderings provided to District for public presentation.

**2.5. Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops.

**3. SCHEMATIC DESIGN PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall prepare for the District's review a Schematic Design Study, containing the following items as applicable to the Project scope, as follows:

- 3.1. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities of the Architect, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.
- 3.2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
- 3.3. **Architectural**
  - 3.3.1. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
  - 3.3.2. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
  - 3.3.3. As applicable, identify proposed roof system, deck, insulation system and drainage technique.
  - 3.3.4. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
  - 3.3.5. Identify code requirements, include occupancy classification(s) and type of construction.
- 3.4. **Structural**
  - 3.4.1. Layout structural systems with dimensions and floor elevations. Identify structural systems (including pre-cast, structural steel with composite deck, structural steel bar joists); with preliminary sizing identified.

- 3.4.2. Identify foundation systems (including fill requirements, piles, caissons, spread footings); with preliminary sizing identified.

### 3.5. **Mechanical**

- 3.5.1. Calculate block heating, ventilation, and cooling loads including skin versus internal loading.
- 3.5.2. Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
- 3.5.3. Show selected system on drawings as follows:
  - 3.5.3.1. Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.
  - 3.5.3.2. Location and preliminary sizing of all major equipment and duct work in allocated spaces.
  - 3.5.3.3. Schematic piping.
  - 3.5.3.4. Temperature control zoning.
- 3.5.4. Provide design criteria to include the intent base of design for the projects.
- 3.5.5. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

### 3.6. **Electrical**

- 3.6.1. Calculate overall approximate electrical loads.
- 3.6.2. Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional buildings or other facilities on the Project site.
- 3.6.3. Show system(s) selected on drawings as follows:
  - 3.6.3.1. Single line drawing(s) showing major distribution system.
  - 3.6.3.2. Location and preliminary sizing of all major electrical systems and components including:
    - 3.6.3.2.1. Load centers.
    - 3.6.3.2.2. Main panels.
    - 3.6.3.2.3. Switch gear.
- 3.6.4. Provide design criteria to include the intent base of design for the projects.

- 3.6.5. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

**3.7. Civil**

- 3.7.1. Develop on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
- 3.7.2. Identify surface improvements including roadways, walkways, parking (with assumed wheel weights), preliminary finish grades and drainage.
- 3.7.3. Coordinate finish floor elevations with architectural site plan.

**3.8. Landscape**

Develop and coordinate landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.

**3.9. Specifications**

Prepare outline specifications of proposed architectural, structural, mechanical and electrical materials, systems and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications. Architect shall review and comment on District's construction bid contracts and contract documents ("Division 0" documents) and Division 1 documents as part of its work under the Agreement.

**3.10. Construction Cost Budget**

Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding Phase, the following conditions apply to the revised Construction Cost Budget:

- 3.10.1. Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's mark-up.
  - 3.10.1.1. General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI categories.
- 3.10.2. The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.
- 3.10.3. Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).
- 3.10.4. The Construction Cost Budget for the Project must at no point exceed the District's Project Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

3.10.5. The Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

3.10.6. At the end of this Phase, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

**3.11. Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops.

**3.12. Deliverables and Numbers of Copies**

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

3.12.1. Two copies of breakdown of Construction Cost Budget as prepared for this Phase;

3.12.2. Two copies of meeting Reports/Minutes;

3.12.3. Two copies of Schematic Design Package with alternatives;

3.12.4. Two copies of a statement indicating changes made to the Architectural Program and Schedule;

3.12.5. Two copies of DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

**3.13. Presentation**

3.13.1. Architect shall present and review with the District the detailed Schematic Design.

3.13.2. The Schematic Design shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

**4. DESIGN DEVELOPMENT PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall prepare from the accepted deliverables from the Schematic Design Phase the Design Development Phase documents consisting of the following for each proposed system within Architect's scope of work:

**4.1. Architectural**

4.1.1. Scaled, dimensioned floor plans with final room locations including all openings.

4.1.2. 1/8" scale building sections showing dimensional relationships, materials and component relationships.

- 4.1.3. Identification of all fixed equipment to be installed in contract.
- 4.1.4. Site plan completely drawn with beginning notes and dimensions including grading and paving.
- 4.1.5. Preliminary development of details and large scale blow-ups.
- 4.1.6. Legend showing all symbols used on drawings.
- 4.1.7. Floor plans identifying all fixed and major movable equipment and furniture.
- 4.1.8. Further refinement of Outline Specification for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
- 4.1.9. Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
  - 4.1.9.1. Light fixtures.
  - 4.1.9.2. Ceiling registers or diffusers.
  - 4.1.9.3. Access Panels.

**4.2. Structural:**

- 4.2.1. Structural drawing with all major members located and sized.
- 4.2.2. Establish final building and floor elevations.
- 4.2.3. Preliminary specifications.
- 4.2.4. Identify foundation requirement (including fill requirement, piles) with associated soil pressure, water table and seismic center.

**4.3. Mechanical**

- 4.3.1. Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural.
- 4.3.2. Major mechanical equipment should be scheduled indicating size and capacity.
- 4.3.3. Ductwork and piping should be substantially located and sized.
- 4.3.4. Devices in ceiling should be located.
- 4.3.5. Legend showing all symbols used on drawings.
- 4.3.6. More developed Outline Specifications indicating quality level and manufacture.
- 4.3.7. Control Systems to be identified.

- 4.3.8. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

#### 4.4. **Electrical**

- 4.4.1. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space.
- 4.4.2. All major electrical equipment should be scheduled indicating size and capacity.
- 4.4.3. Complete electrical distribution including a one line diagram indicating final location of switchboards, communications, controls (high and low voltage), motor control centers, panels, transformers and emergency generators, if required. Low voltage system includes fire alarm system, security system, clock and public address system, voice data system, and telecom/technology system.
- 4.4.4. Legend showing all symbols used on drawings.
- 4.4.5. More developed and detailed Outline Specifications indicating quality level and manufacture.
- 4.4.6. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

#### 4.5. **Civil**

- 4.5.1. Further refinement of Schematic Design Phase development of on and off site utility systems for sewer, electrical, water, storm drain and fire water. Includes, without limitation, pipe sizes, materials, invert elevation location and installation details.
- 4.5.2. Further refinement of Schematic Design Phase roadways, walkways, parking and storm drainage improvements. Includes details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

#### 4.6. **Landscape**

Further refinement of Schematic Design concepts. Includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.

#### 4.7. **Bid Documents**

Architect shall review and comment on District's construction bid contracts and contract documents ("Division 0" documents and "Division 1" documents) as part of its work under the Agreement.

#### 4.8. **Construction Cost Budget**

- 4.8.1. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the revised Construction Cost Budget:

- 4.8.2. Design Development Estimate: This further revised estimate shall be prepared by specification section, summarized by CSI category and divided by trade and work item. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups, and general conditions shall be listed separately.
- 4.8.3. The Construction Cost Budget for the Project must at no point exceed the District's Project Budget allocation for construction. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- 4.8.4. The Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
- 4.8.5. At this stage of the design, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

**4.9. Deliverables and Numbers of Copies**

- 4.9.1. Two copies of Design Development drawing set from all professional disciplines necessary to deliver the Project;
- 4.9.2. Two copies of Specifications;
- 4.9.3. Two copies of revised Construction Cost Budget;
- 4.9.4. Two copies of DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

The Design Development deliverables shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

**4.10. Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops.

**5. CONSTRUCTION DOCUMENTS PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall prepare from the accepted deliverables from the Design Development Phase the Construction Documents consisting of the following for each proposed system within Architect's scope of work:

**5.1. Construction Documents ("CD") 50% Stage:**

**5.1.1. General**

Prior to listing any specific equipment, material, supply, or furnishing, Architect shall verify, list and identify lead times and availability of all Project equipment, materials, supplies, and furnishings and ensure that all of these will be available to the contractor(s) in a timely fashion so as to not delay the Project and/or delay the District's

beneficial occupancy of the Project. The Architect shall also provide other options to the District regarding other possible and more available equipment, materials, supplies, or furnishings.

5.1.2. Architectural

5.1.2.1. Site plan developed to show building location, and major site elements.

5.1.2.2. Elevations (exterior and interior), sections and floor plans corrected to reflect design development review comments.

5.1.2.3. Architectural details and large blow-ups started.

5.1.2.4. Well developed finish, door, and hardware schedules.

5.1.2.5. Fixed equipment details and identification started.

5.1.2.6. Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.

5.1.3. Structural

5.1.3.1. Structural floor plans and sections with detailing well advanced.

5.1.3.2. Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.

5.1.3.3. Completed cover sheet with general notes, symbols and legends.

5.1.4. Mechanical

5.1.4.1. Mechanical calculations virtually completed with all piping and ductwork sized.

5.1.4.2. Large scale mechanical details started.

5.1.4.3. Mechanical schedule for equipment substantially developed.

5.1.4.4. Complete design of Emergency Management System ("EMS")."

5.1.5. Electrical

5.1.5.1. Lighting, power, signal and communication plans showing all switching and controls. Fixture schedule and lighting details development started.

5.1.5.2. Distribution information on all power consuming equipment; lighting and device branch wiring development well started.

5.1.5.3. All electrical equipment schedules started.

5.1.5.4. Special system components approximately located on plans.



5.1.5.5. Complete design of low voltage system. Low voltage system includes fire alarm system, security system, clock and public address system, voice data system, and telecom/technology system.

5.1.6. Civil

5.1.6.1. All site plans, site utilities, parking, walkway, and roadway systems updated to reflect update revisions from Design Development Phase Documents, including all topographical and major site elements and existing/proposed contour lines.

5.1.6.2. Site utility plans started.

5.1.7. Landscape

All landscape, hardscape, and irrigation plans updated to reflect update revisions from Design Development Phase Documents.

5.1.8. Construction Cost Budget

5.1.8.1. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the Design Development Phase revisions to the Construction Cost Budget. Architect shall provide a Construction Cost Budget sorted by the Project Bid Packages.

5.1.8.2. The Construction Cost Budget for the Project must at no point exceed the District's Project Budget allocation for construction. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

5.1.8.3. The Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

5.1.8.4. At this stage of the design, the Construction Cost Budget may include design contingencies of no more than 5% in the cost estimates.

5.1.9. Specifications

More than fifty percent (50%) complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

5.1.9.1. No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:

5.1.9.1.1. The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code, section 3400, or

5.1.9.1.2. The designation is allowable by a specific allowable exemption or exception pursuant to Public Contract Code, section 3400

- 5.1.9.2. Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.
- 5.1.9.3. Specifications shall be in CSI format.

5.1.10. Deliverables and Numbers of Copies

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

- 5.1.10.1. Two copies of reproducible copies of working drawings;
- 5.1.10.2. Two copies of specifications;
- 5.1.10.3. Two copies of statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;
- 5.1.10.4. Two copies of a statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

5.2. **Construction Documents – 100% / Completion Stage:**

5.2.1. Architectural

- 5.2.1.1. Completed site plan.
- 5.2.1.2. Completed floor plans, elevations, and sections.
- 5.2.1.3. Architectural details and large blow-ups completed.
- 5.2.1.4. Finish, door, and hardware schedules completed, including all details.
- 5.2.1.5. Fixed equipment details and identification completed.
- 5.2.1.6. Reflected ceiling plans completed.

5.2.2. Structural

- 5.2.2.1. Structural floor plans and sections with detailing completed.
- 5.2.2.2. Structural calculations completed.

5.2.3. Mechanical

- 5.2.3.1. Large scale mechanical details complete.
- 5.2.3.2. Mechanical schedules for equipment completed.
- 5.2.3.3. Completed electrical schematic for environmental cooling and exhaust equipment.

5.2.3.4. Complete energy conservation calculations and report.

5.2.4. Electrical

5.2.4.1. Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.

5.2.4.2. Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.

5.2.4.3. All electrical equipment schedules completed.

5.2.4.4. Special system components plans completed.

5.2.4.5. Electrical load calculations completed.

5.2.5. Civil

All site plans, site utilities, parking and roadway systems completed.

5.2.6. Construction Cost Budget

5.2.6.1. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the 50% Construction Documents Phase revisions to the Construction Cost Budget.

5.2.6.2. The Construction Cost Budget for the Project must at no point exceed the District's Project Budget allocation for construction. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

5.2.6.3. The Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

5.2.6.4. At this stage of the design, the Construction Cost Budget shall not include any design contingencies in excess of the cost estimates.

5.2.7. Specifications

5.2.7.1. Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

5.2.7.2. No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:

5.2.7.2.1. The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code, section 3400; or

5.2.7.2.2. The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code, section 3400.

5.2.7.3. Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.

5.2.7.4. At one hundred percent (100%) review, District shall review the specifications and shall direct Architect to make corrections at no cost to the District.

5.2.7.5. Coordination of the Specifications with specifications developed by other disciplines.

5.2.7.6. Specifications shall be in CSI format.

5.2.8. **Constructability Review**

The District and/or its designee shall conduct a construction review of the Construction Documents. A report shall be given to the Architect who shall make necessary changes along with providing written comments for each item listed in the report.

5.2.9. **Deliverables and Numbers of Copies**

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

5.2.9.1. Two copies of reproducible copies of working drawings;

5.2.9.2. Two copies of specifications;

5.2.9.3. Two copies of engineering calculations;

5.2.9.4. Two copies of revised Construction Cost Budgets;

5.2.9.5. Two copies of statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;

5.2.9.6. Two copies of DSA file including all correspondence, meeting, back check comments, checklists to date;

5.2.9.7. Two copies of a statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

5.3. **Construction Documents (CD) Final Back-Check Stage**

The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the Architect during this stage shall be at no additional cost to the District.

5.3.1. **Approval of Construction Documents.** Architect shall obtain all necessary approvals for the Construction Documents for the Project from governmental agencies with jurisdiction therefor as necessary for the bidding and construction of the Work depicted in the Construction Documents, including without limitation, approvals by DSA.

Architect shall revise the Construction Documents as required by DSA or other governmental agencies to obtain their respective approvals of the Construction Documents. Except for the Architect's fees (which are included in the Contract Price for Basic Services) incurred in obtaining the approvals or preparing revisions pursuant to the foregoing, the District shall pay all other costs or fees necessary for obtaining the approvals.

5.3.2. The final contract documents delivered to the District upon completion of the Architect's work shall be the Bid Set and shall consist of the following:

5.3.2.1. Drawings: Original tracings of all drawings on Architect's tracing paper with each Architect/consultant's State license stamp.

5.3.2.2. Specifications: Original word-processed technical specifications on reproducible masters in CSI format.

5.3.3. Architect shall update and refine the consultants' completed Construction Documents.

#### **5.4. Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops.

### **6. BIDDING PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall perform Bidding Phase services for District as follows:

- 6.1. Contact potential bidders and encourage their participation in the Project.
- 6.2. Coordinate the development of the bidding procedures and the construction contract documents with the District.
- 6.3. The development of the bidding procedures and the construction contract documents shall be the joint responsibility of the District and the Architect.
- 6.4. While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Architect.
- 6.5. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the Architect for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Architect and issued by the District.
- 6.6. Attend bid opening.
- 6.7. Coordinate with sub-consultants.
- 6.8. Respond to District questions and clarifications.
- 6.9. Deliverables and Number of Copies

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

- 6.9.1. Two copies of meeting report/minutes from kick-off meeting;
- 6.9.2. Two copies of meeting report/minutes from pre-bid site walk;
- 6.9.3. Upon completion of the Bidding Phase, Architect shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Architect shall supply District with two (2) complete, reproducible sets of plans and specifications marked as a Conforming Set, and one (1) electronic set of plans in AutoCAD 2006 or compatible set and one (1) electronic copy of the conforming specifications in Microsoft Word.

## **7. CONSTRUCTION ADMINISTRATION PHASE**

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall perform Construction Administration Phase services for the District as follows:

- 7.1. The Architect's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase or upon the District's terminating the Agreement, whichever is earlier.
- 7.2. **Change Orders**
  - 7.2.1. Architect shall review all of contractor's change order requests to determine if those requests are valid and appropriate. Architect shall provide a recommendation to District as to whether the change should be approved, partially approved, returned to the contractor for clarification, or rejected.
  - 7.2.2. The Architect shall furnish all necessary additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The District shall request these drawings from the Architect and shall be at no additional cost unless designated as Extra Services by the District. The original tracing(s) and/or drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.
- 7.3. **Submittals**
  - 7.3.1. Architect shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, project data, samples and change orders, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
  - 7.3.2. Architect shall review contractor's schedule of submittals and advise the District on whether that schedule is complete. The Architect shall provide the District with proposed revisions to this schedule and advise the District on whether the District should approve this schedule.
  - 7.3.3. The Architect's action upon contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of the Project or in the work of separate contractors, while allowing sufficient time in the Architect's

professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed ten (10) business days from its receipt by the Architect, unless the complexity of the submittal warrants a longer time period for the review to be mutually agreed upon by both parties. Architect's response to each submittal shall be a substantive and acceptable response. This 10-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents.

- 7.4. **RFIs.** During the course of construction, all Requests for Information ("RFI") must be responded to as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed seven (7) calendar days from the receipt by the Architect. Architect's response to each RFI shall be a substantive and acceptable response. This 7-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents.
- 7.5. On the basis of on-site observations, the Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Architect shall notify the District in writing of any defects or deficiencies in the work by any of the District's contractors that the Architect may observe. However, the Architect shall not be a guarantor of the contractor's performance. Further, The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.
- 7.6. **Rejection of Work.** The Architect shall have the authority, only after pre-approval of the District, to reject Project contractor(s)'s work that does not conform to the requirements of the construction contract documents. The Architect shall have the authority, upon its sole discretion, to reject Project contractor(s)'s work that presents an immediate risk of injury to persons.
- 7.7. **Quality Control/Punch List Process.** Architect shall evaluate during the Construction Administration and Closeout Phases the contractor(s)' execution and overall delivery of its work throughout the construction process shall use its best efforts to ensure the Project meets or exceeds the criteria as set forth in the Conforming Set. The Parties acknowledge that this process is not commissioning of the Project or the Project's system(s).
- 7.7.1. The Quality Control/Punch List ("QC"/"Punch") Process is a comprehensive and systematic process to verify that the building systems and assemblies are constructed and installed as designed to meet the District's requirements. Quality Control during the Construction Phase, the Closeout Phase, and all warranty periods shall achieve the following specific objectives:
- 7.7.1.1. Verify and document that assemblies and equipment are installed per manufacturer's recommendations, product minimum standards, and the design intent expressed in the Contract Documents.
- 7.7.1.2. Verify and document that the manufacturer(s) and designer(s) of assemblies, equipment, and systems have approved the full compliance, performance, and operation of all completed assemblies, equipment, and systems for that they manufactured and/or designed.
- 7.7.1.3. Verify and document assembly, equipment, and system function.
- 7.7.1.4. Verify the completeness of operations and maintenance materials.

- 7.7.1.5. Ensure that the District's operating personnel receive all required training and are offered additional and supplemental training, on the operation and maintenance of building assemblies, equipment, and systems.
    - 7.7.1.6. In addition to all incomplete items on its punch list, document items of known non-compliance in materials, installation or operation.
  - 7.7.2. The QC/Punch Process does not reduce the responsibility of any designers or contractors to provide a finished and fully functioning product.
- 7.8. **As-Built Drawings.** Architect shall review and evaluate for District, the contractor(s)' documentation of the actual construction performed during the Project that the contractor(s) should prepare and submit as As-Built. As-Built are documents that show the actual construction performed during the Project, including changes necessitated by change orders, and detailed by the District's construction contractor(s) on a Conforming Set.
  - 7.8.1. Architect shall provide to contractor(s), electronic "background" copies of all plans on which the contractor(s) shall indicate its "As-Built" in electronic format back to the District.
- 7.9. **Record Drawings.** Only if requested specifically by the District, Architect shall incorporate all information on all As-Built, sketches, details, and clarifications, and prepare one set of final Record Drawings for the District. The Record Drawings shall incorporate onto one set of electronic drawings, all changes from all As-Built, sketches, details, and clarifications. If a set of Record Drawings has been requested by the District, then (1) the Architect shall deliver it to the District at completion of the construction and (2) it shall be a condition precedent to the District's approval of the Architect's final payment. The Architect may insert the following notice on the Record Drawings:

These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. The Architect has provided a review consistent with its legal standard of care.
- 7.10. **O&M Manuals / Warranties.** Architect shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications.
- 7.11. Architect shall also provide, at the District's request, architectural/engineering advice to the District on start-up, break-in, and debugging of facility systems and equipment, and apparent deficiencies in construction following the acceptance of the contractor's work.
- 7.12. **Contractor's Application for Payment.** Failure of Architect to perform the following tasks shall be a material breach of the Agreement.
  - 7.12.1. **Development of Payment Procedures.** In consultation with the District and the construction manager, the Architect shall assist in the development and implementation of procedures, forms and documents for the submittal, review, processing and disbursement of Progress Payments to the Project contractor(s).
  - 7.12.2. **Certification of Payment Due.** Based on the Architect's observations and evaluations, the Architect shall certify the amount due on each application for progress payment. The Architect shall review and respond to applications for progress payment in a prompt manner so as to allow the District to timely meet its payment obligations to the Project



contractor(s) under the terms of the construction contract documents and applicable law, rule or regulation.

7.12.3. **Final Payment.** The Architect shall review, evaluate and certify for payment the Project contractor(s)'s application for final payment. The Architect shall review and respond to the Project contractor(s)'s application for final payment in a prompt manner so as to allow the District to timely meet its obligation to make payment of the Final Payment under applicable law, rule or regulation.

7.12.4. Recommendations of Payment by Architect constitute Architect's representation to the District that work has progressed to the point indicated to the best of Architect's knowledge, information, and belief, and that the quality of the work is in general conformance with the contract documents.

7.13. **Deliverables and Number of Copies**

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

7.13.1. Two copies of meeting report/minutes from kick-off meeting;

7.13.2. Two copies of observation reports;

7.13.3. Two copies of weekly meeting reports.

7.14. **Meetings**

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops.

7.15. **Duty to Timely Respond to DSA Inquiries.** Architect acknowledges that the District, DSA, and/or the Inspector of Record may require Architect to submit changes or clarifications to the Construction Drawings and other documentation to DSA for its consideration and approval during the Construction Administration Phase ("DSA Request"). Any delay by Architect in responding to the DSA Request is likely to result in delays to the Project. Accordingly, Architect shall respond expeditiously and with all due diligence to any DSA Request ("DSA Response"), provided that in no event shall the Architect's DSA Response occur later than two (2) days after Architect receives notice of the DSA Request, unless a longer period of time is approved in writing, in advance, by the District.

8. **CLOSEOUT PHASE**

8.1. As the Construction Administration Phase progresses, the Architect shall perform the following Closeout Phase services for the District as required:

8.1.1. Architect shall review the project and observe the construction as required to determine when the contractor has completed the construction of the Project and shall prepare punch lists of items that remain in need of correction or completion.

8.1.2. Architect shall collect from the contractor, review, and forward to the District all written warranties, operation manuals, spare parts, lien waivers, and Certificates of Inspection and Occupancy with Architect's recommendation as to the adequacy of these items.

- 8.1.3. Architect shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.
- 8.1.4. Architect shall obtain all required DSA approval on all change orders and addenda to the contractor's contract.
- 8.1.5. Architect shall prepare verified report(s) for the Project (DSA-6A/E Verified Report, Rev 04/08, or more recent revision if available).
- 8.1.6. Architect shall prepare a set of Record Drawings for the Project, as requested by the District.
- 8.1.7. Architect shall review and prepare a package of all warranty and O&M documentation.
- 8.1.8. Architect shall organize electronic files, plans and prepare a Project binder.
- 8.1.9. Architect shall coordinate all Services required to close-out the design and construction of the Project with the District and between consultants.
- 8.1.10. Architect shall coordinate and obtain DSA approval of the Project in a time period not to exceed twelve months from the date of the start of the Closeout Phase (see Exhibit C) or issuance final payment release to the contractor(s); whichever is soonest.
- 8.2. When the design and construction of the Project is complete, the District shall prepare and record with the County Recorder a Notice of Completion for the Project.
- 8.3. **Deliverables and Number of Copies**
  - 8.3.1. Punch lists for each site;
  - 8.3.2. Upon completion of the Project, all related project documents, including As-Builts and Record Drawings (if requested by the District). These are the sole property of the District.
- 8.4. **Meetings**

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops.

## **9. MEETINGS / SITE VISITS / WORKSHOPS**

- 9.1. Architect shall attend, take part in, and, when indicated, conduct meetings, site visits and workshops, as indicated below. Architect shall chair, conduct and take minutes of all meetings Architect attends (excluding Governing Board meetings and Citizens' Bond Oversight Committee meetings). Architect shall invite the District and/or its representative to participate in these meetings. Architect shall keep a separate log to document design/coordination comments generated in these meetings. The approximate number of meetings below is an estimated requisite to adequately achieve the indicated meeting objective. THE EXACT NUMBER OF MEETINGS REQUIRED TO ACCOMPLISH THE MEETING OBJECTIVES WILL BE BASED ON THE ARCHITECTURAL TEAM'S PERFORMANCE. ADDITIONAL MEETINGS OR FEWER MEETINGS MAY BE HELD, AS NECESSARY, TO ACHIEVE THE MEETING OBJECTIVES, BUT AT NO ADDITIONAL COMPENSATION TO THE ARCHITECT.

**9.2. General Meeting, Site Visit and Workshop Requirements**

- 9.2.1. Architect shall always be prepared to answer questions and issues from District staff, site staff, potential bidders, and/or contractors, as applicable.
- 9.2.2. Architect shall maintain documentation of all meetings, site visits or site observations held in conjunction with the design and construction of the Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.
- 9.2.3. As required, Architect shall provide at no additional cost to the District copies of all documents or other information needed for each meeting, site visit, and workshop.
- 9.2.4. Each meeting may last up to one full day (eight (8) hours) and shall be held at the District office or at one of the Project sites, unless otherwise indicated.

**9.3. Meetings During Project Initiation Phase (Three (3) meeting(s))**

- 9.3.1. Within the first week following execution of the Agreement, the Architect shall participate in one Project kick-off meeting to determine the Project intent, scope, budget and timetable, which shall encompass the following:
  - 9.3.1.1. The Architect, its appropriate consultant(s), and District staff, shall attend the meeting.
  - 9.3.1.2. The Project kick-off meeting will introduce key team members from the District and the Architect to each other, defining roles and responsibilities relative to the Project.
  - 9.3.1.3. During this meeting, the Architect shall:
    - 9.3.1.3.1. Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.
    - 9.3.1.3.2. Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
    - 9.3.1.3.3. Review and explain the scope of work and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
    - 9.3.1.3.4. Review documentation of the Project kick-off meeting prepared by the District's representative and comment prior to distribution.

**9.4. Initial Site Visits (Three (3) meeting (s))**

- 9.4.1. Architect shall visit the Project sites to complete a visual inventory and documentation of the existing conditions.

**9.5. Meetings During Architectural Program (Three (3) meeting (s))**

- 9.5.1. Architect shall participate in two (2) public community information site meetings to receive input from the community regarding its wishes and expectations regarding the design of Architect's work on the Project and the schedule of use of the sites during construction.
- 9.5.2. Architect shall conduct one (1) site meeting with the District's facilities team to gather information from District facilities team and site personnel and to make a visual presentation regarding the Project.
- 9.5.3. Electrical, civil, mechanical, structural, landscaping, and estimating consultant(s) shall participate in these meetings as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.

**9.6. Meetings During Schematic Design Phase (Eight (8) meeting (s))**

- 9.6.1. Within the first two weeks following the start of the Schematic Design Phase, Architect shall conduct one design workshop with the District's facilities team and site personnel to complete a basic design framework with computer-aided design equipment (CADD). The District may, at its discretion, allow the Architect to proceed with this meeting without using CADD. Architect shall conduct a meeting at least every two (2) weeks during this Phase with itself, all its subconsultants required for that meeting, the District, and their designated representatives, until the District has indicated its acceptance with the Architect's Schematic Design. The District reserves the right to require attendance of specific subconsultant(s). This workshop shall include the following:
  - 9.6.1.1. Architect shall designate its team member duties and responsibilities;
  - 9.6.1.2. Architect and District shall review District goals and expectations;
  - 9.6.1.3. District shall provide input and requirements;
  - 9.6.1.4. Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Project Budget;
  - 9.6.1.5. Prepare and/or revise the scope of work list and general work plan from the Pre-Design Phase, for documentation in a computer-generated Project schedule;
  - 9.6.1.6. Establish and agree regarding methods to facilitate the communication and coordination efforts for the Project.
- 9.6.2. Architect shall conduct approximately four (4) District-Architect Coordination meetings, one every 2 weeks, throughout the Schematic Design Process.
- 9.6.3. Architect shall conduct approximately four (4) Design Committee meetings throughout the Schematic Design Process.

**9.7. Meetings During Design Development Phase (Six (6) meeting (s))**

- 9.7.1. At the time designated for completion of the Design Development package, Architect shall conduct four meetings with the District to review the following:

9.7.1.1. Present the Design Development package for review and comment to proceed with preparation of final plans and specification.

9.7.1.2. Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Project Budget.

**9.7.2. Value Engineering Workshop (Two (2) meeting (s))**

Architect shall conduct value engineering workshop(s), as requested by the District, including all of Architect's consultant(s), the District, and the Construction Manager during the Design Development Phase. This workshop shall be ongoing and may include several meetings.

**9.8. Meetings During Construction Documents Phase (Eight (8) meeting (s))**

9.8.1. Prior to beginning work on the fifty percent (50%) design package, Architect shall conduct meetings with the District to revise the Design Development package and receive comments.

9.8.2. At the time designated for completion of the fifty percent (50%) submittal package, Architect shall conduct one meeting, per package or submittal, with the District to review the following:

9.8.2.1. Present the fifty percent (50%) submittal package for review and comment to proceed with preparation of final plans and specification.

9.8.2.2. Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Project Budget;

9.8.3. At the time designated for completion of the one hundred percent (100%) Construction Document package, Architect shall conduct meetings with the District to review the following:

9.8.3.1. Present the hundred percent (100%) Construction Document package for review and comment to proceed with preparation of final plans and specification.

9.8.3.2. Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Project Budget.

**9.9. Meetings During Bidding Phase (Three (3) meeting (s))**

9.9.1. Attend and take part in two meetings with all potential bidders, District staff, and Construction Manager.

9.9.2. Conduct one kick-off meeting, per site, with the successful bidder, District staff, and Construction Manager to finalize the roles and responsibilities of each party and provide protocols and processes to follow during construction.

**9.10. Meetings During Construction Administration Phase**

9.10.1. Architect shall visit the Project site as necessary or when requested, and in no case less than once per week, sufficient to determine that the Project is being constructed in accordance with the plans and specifications, and to resolve discrepancies in the contract documents and to monitor the progress of the construction of the Project.

9.10.2. Conduct weekly project meetings with District staff to review with District staff the progress of the work at each site.

9.10.3. Architect shall ensure that consultant(s) visit the site in conformance with their agreement.

9.11. **Citizens' Bond Oversight Committee Meetings**

Architect acknowledges that the design and construction of the Project is subject to oversight by the District's citizen bond oversight committee. Architect shall, at the District's direction, attend District citizen bond oversight committee meeting(s) and present the Architect's design to the District's citizen bond oversight committee for review and recommendation to the District's governing board.

9.12. **Governing Board Meetings**

Architect acknowledges that the District's governing board must approve all designs. Architect shall, at the District's direction, attend District governing board meeting(s) and present the Architect's design to the District's governing board for review and approval.

## EXHIBIT B

### CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to the Agreement shall be performed by Architect if needed and if authorized in writing by the District in accordance with the Article "Payment for Extra Services or Changes" in the Agreement:

1. Making revisions in drawings, specifications, or other documents when such revisions are:
  - 1.1. Required to comply with direction from the District that is substantively different than approvals or instructions previously given by the District.
  - 1.2. Required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set, unless those enactments or revisions were foreseeable or reasonably should have been foreseeable by the Architect prior to preparation of the Conforming Set.
  - 1.3. Due to changes required as a result of the District's failure to respond to a written request from the Architect within a reasonable time, as requested by Architect.
  - 1.4. Required to provide services in connection with Change Orders and directive not the fault of the Architect.
2. Providing services required because of significant documented changes in a Project initiated by the District, including but not limited to size, quality, complexity, the District's schedule, or method of bidding or negotiating and contracting for construction.
3. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.
4. Providing services made necessary by the default of contractor(s), by major defects, or deficiencies in the work of contractor(s).
5. In the absence of a final Certificate of Payment or Notice of Completion, providing Services more than sixty (60) days after the date of completion of work by contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
6. Providing deliverables or other items in excess of the number indicated in **Exhibit A**. Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit A**, so that District can procure the additional deliverables itself or direct Architect to procure the deliverables at District's expense or on District's account at a specific vendor. This includes the cost and preparation of Record Drawings.
7. Providing services as directed by the District that are not part of the Services of this Agreement.
8. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.
9. Providing training, adjusting, or balancing of systems and/or equipment sixty (60) days after completion of work by Contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.

10. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement.

<b><u>Job Title</u></b>	<b><u>Hourly Rate</u></b>
Partners and Principals	\$225
Senior Project Architect/Manager	\$195
Senior Project Designer	\$195
Senior Planner	\$195
Job Captains	\$155
Intermediate Designer/Draftsman	\$125
Junior Designer/Draftsman	\$100
Clerical Staff	\$75

11. The mark-up on any approved item of Extra Services performed by Consultant(s) shall not exceed **five percent (5%)**.
12. Mileage to/from Project is **NOT** reimbursable as Extra Services.



## **EXHIBIT C**

### **SCHEDULE OF WORK**

1. Promptly after the execution of this Agreement, the Architect shall prepare and submit for approval to the District a Schedule of Work showing the order in which Architect proposes to carry out Architect's work within the Term as defined in the Agreement ("Schedule of Work"). The Schedule of Work shall apply to the completion of all services listed hereunder within the times established by this Agreement. The Schedule of Work shall be in the form of a progress chart clearly delineating all important increments and review dates. Architect shall update the Schedule of Work on a monthly basis and deliver two (2) copies to the District along with the monthly billing.
2. Architect shall complete all work and services required per the Schedule of Work after written authorization from the District to proceed.
3. The durations stated in the Schedule of Work shall include the review periods required by the District and all other regulatory agencies.
4. All times to complete tasks set forth in this Exhibit are of the essence. If delays in the Schedule of Work are imposed by the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Work if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, such extensions shall be authorized in writing by the District.
5. The exact dates required to achieve the District's overall Project objective and completion are subject the District's modification, but The Architect acknowledges that its Fee is based on the Architect performing the Services and not based on the length of time to perform those Services or for the design or construction of the Project.

**EXHIBIT D  
PAYMENT SCHEDULE**

**1. Compensation**

- 1.1. District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following ("Fee"):

An amount equal to a percentage of the Construction Cost Budget according to the following Fee schedules:

**For New Construction Projects**

<b><u>Construction Cost Budget</u></b>	<b><u>Percentage of Construction Cost</u></b>
\$0 to \$500,000	8.5%
\$500,001 to \$1,000,000	8%
\$1,000,001 to \$2,000,000	7.5%
\$2,000,001 to \$6,000,000	6.5%
\$6,000,001 to \$10,000,000	5.5%
Above \$10,000,001	4.5%

**For Modernization Projects**

<b><u>Construction Cost Budget</u></b>	<b><u>Percentage of Construction Cost</u></b>
\$0 to \$500,000	11.5%
\$500,001 to \$1,000,000	11%
\$1,000,001 to \$2,000,000	10.5%
\$2,000,001 to \$6,000,000	9.5%
\$6,000,001 to \$10,000,000	8.5%
Above \$10,000,001	7.5%

- 1.1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect's Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel within two hundred (200) miles of a Project location, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in **Exhibit A.** or any other direct or indirect expenses incident to providing the services. Except as expressly set forth in the Agreement and **Exhibit B,** there shall be no payment for extra costs or expenses.
- 1.2. District shall pay Architect for all Services contracted for under this Agreement pursuant to the following schedule ("Payment Schedule"):

<b>PERCENTAGE OF TOTAL FEE PER PHASE</b>	
<b>Phase</b>	<b>Phase Amount</b>
Schematic Design Phase	10%
Design Development Phase	10%
Construction Documents Phase	35%
DSA Stamped Approval	5%
Bidding Phase	5%
Construction Administration Phase	30%

Closeout Phase		10%
Generate Punch List	2%	
Sign Off On Punch List	2%	
Receive and Review All O&M Documents	2%	
Filing All DSA Required Closeout Documents	2%	
Receiving DSA Closeout, including DSA approval of the final As-Built set of drawings	2%	

**2. Method of Payment.** Invoices shall be on a form approved by the District and are to be submitted to the District via the District's authorized representative.

- 2.1. If reasonably requested by District and, if reasonably requested, as a precondition of payment, Architect shall submit to District documentation showing proof that payments were made to Architect's consultant(s).
- 2.2. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.
- 2.3. Upon receipt and approval of Architect's invoices, the District agrees to make payments within forty-five (45) days of receipt of the invoice as follows:
  - 2.3.1. **Pre- Design/Architectural Program Development Phase:**  
Monthly payments for the percentage of Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Pre-Design/Architectural Program.
  - 2.3.2. **For Schematic Design Phase:**  
Monthly payments for the percentage of Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Schematic Design Phase by the District.
  - 2.3.3. **For Design Development Phase:**  
Monthly payments for the percentage of Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Design Development Phase by the District.
  - 2.3.4. **For Construction Documents Phase:**  
Monthly payments for percentage of Services complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by the District.
  - 2.3.5. **For Bidding Phase:**  
Monthly payments for the percentage of Services complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon the District's award of the bid.
  - 2.3.6. **For Construction Administration Phase:**  
Monthly payments based on Architect's invoices pursuant to the following:
    1. Monthly payments for the percentage of Services complete, up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment

upon the District's agreement that the Architect can generate a Punch List as part of the Closeout Phase.

2. Regardless of the Services performed during any given month, the Architect can invoice for no more than the percentage of construction completed on the Project, plus ten percent (10%), until the Project is seventy percent (70%) complete. (For example, if the construction of the Project is 65% complete at the end of July, the Architect can invoice for no more than 75% of the portion of its Fee for Construction Administration through July.) After the construction of the Project is 70% complete, the Architect can invoice for no more than the percentage of construction completed on the Project. (For example, if the construction of the Project is 85% complete at the end of September, the Architect can invoice for no more than 85% of the portion of its Fee for Construction Administration through September.)

**2.3.7. For Closeout:**

Individual payment(s) proportionate to the items completed within this Phase.

**3. Format and Content of Invoices**

- 3.1. Architect acknowledges that the District requires Architect's invoices for Basic Services must include explanations of the Services performed.
- 3.2. For invoices for Extra Services, a more detailed explanation, with specificity, is required. For example, the following descriptions, in addition to complying with all other terms of this Agreement, would be payable for invoices for Extra Services. The times indicated below are just placeholders:

Review/Respond RFI's, Const. Admin Mtgs., Review Shop Drawings, Field Sketches	5.5 hours
Prepare Construction Documents: floor plans, exterior elevations, consultant coordination.	7.5 hours
Master Budget update, Master Schedule Update, Board Presentation, Accounting coordination	6.5 hours

## EXHIBIT E

### INSURANCE REQUIREMENTS

Architect shall procure prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Architect, his agents, representatives, employees and consultant(s). Architect's liabilities, including but not limited to Architect's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Architect's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated as a material breach of contract by the District.

1. **Minimum Scope and limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:

- 1.1. **Commercial General Liability.** One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
- 1.2. **Commercial Automobile Liability, Any Auto.** One million dollars (\$1,000,000) per accident for bodily injury and property damage.
- 1.3. **Workers' Compensation Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Architect shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of one million dollars (\$1,000,000) per accident for bodily injury or disease. The Architect shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 1.4. **Employment Practices Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Architect shall keep in full force and effect, an Employment Practices Liability policy. That policy shall provide employers' liability coverage with minimum liability coverage of one million dollars (\$1,000,000) per occurrence. The Architect shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 1.5. **Professional Liability.** This insurance shall cover the prime design professional and his/her liability arising from the services of consultant(s) with a minimum of two million dollars (\$2,000,000) per occurrence limit and four million dollars (\$4,000,000) aggregate limit, and subject to no more than **twenty-five thousand dollars (\$25,000) per claim deductible**, coverage to continue through completion of construction plus "tail" coverage for two (2) years thereafter.

The District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for those changes.

2. **Deductibles and Self-Insured Retention:** The Architect shall inform the District in writing if any deductibles or self-insured retention exceeds \$25,000. At the option of the District, either:

- 2.1. The District can accept the higher deductible; or
  - 2.2. The Architect's insurer shall reduce or eliminate the deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers.
3. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
  - 3.1. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Architect; instruments of Service and completed operations of the Architect; premises owned, occupied or used by the Architect; or automobiles owned, leased, hired or borrowed by the Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
  - 3.2. For any claims related to the projects, the Architect's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Architect's insurance and shall not contribute with it.
  - 3.3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
  - 3.4. The Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - 3.5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District. At the option of the District, the Architect shall be the party required to provide the District this notice in lieu of the Architect's insurance provider.
4. **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. The Architect shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, either:
  - 4.1. The District can accept the lower rating;
  - 4.2. Require the Architect to procure insurance from another insurer.
5. **Verification of Coverage:** Architect shall furnish the District with:
  - 5.1. Certificates of insurance showing maintenance of the required insurance coverage;
  - 5.2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.

**ROOFING CONTRACT FINANCIAL INTEREST CERTIFICATION**  
**(Public Contract Code section 3006)**

PROJECT/CONTRACT NO.: \_\_\_\_\_ between **Orcutt Union School District** ("District") and **Ravatt, Albrecht & Associates, Inc.** ("Architect / Engineer") ("Contract" or "Project").

I \_\_\_\_\_, \_\_\_\_\_  
Name Name of Architect / Engineer

certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the roof project contract on this project. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Furthermore, I \_\_\_\_\_, \_\_\_\_\_  
Name Name of Architect / Engineer

certify that I do not have, and throughout the duration of the contract, I will not have, any financial relationship in connection with the performance of this contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I \_\_\_\_\_, \_\_\_\_\_  
Name Name of Architect / Engineer

Have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Name of firm ("Firm"): \_\_\_\_\_

Mailing address: \_\_\_\_\_

Addresses of branch office used for this Project: \_\_\_\_\_

If subsidiary, name and address of parent company: \_\_\_\_\_

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

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

Proper Name of Architect / Engineer: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

**IRAN CONTRACTING ACT CERTIFICATION**  
**(Public Contract Code § 2204)**

PROJECT/CONTRACT NO.: \_\_\_\_\_ between **Orcutt Union School District** ("District") and **Ravatt, Albrecht & Associates, Inc.** ("Architect / Engineer") ("Contract" or "Project").

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars (\$1,000,000) or more.

Architect / Engineer shall complete **ONLY ONE** of the following two paragraphs.

☐ 1. Architect / Engineer's total Fee is less than one million dollars (\$1,000,000).

**OR**

☐ 2. Architect / Engineer's total Fee is one million dollars (\$1,000,000) or more, but Architect / Engineer is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Architect / Engineer is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

**OR**

☐ 3. Architect / Engineer's total Fee is one million dollars (\$1,000,000) or more, but the District has given prior written permission to Architect / Engineer to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with this Agreement.**

I certify that I am duly authorized to legally bind the Architect / Engineer to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

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

Proper Name of Architect / Engineer: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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



### Statement of Non-Conflict of Interest

PROJECT/CONTRACT NO.: \_\_\_\_\_ between **Orcutt Union School District** ("District") and **Ravatt, Albrecht & Associates, Inc.** ("Architect / Engineer") ("Contract" or "Project").

I \_\_\_\_\_, \_\_\_\_\_  
Name Name of Architect / Engineer

certify that while performing the Services required by this Contract, shall do so as an independent contractor and not as an officer, agent or employee of the District.

I \_\_\_\_\_, \_\_\_\_\_  
Name Name of Architect / Engineer

further certify and warrant the following:

1. No officer or agent of the Architect / Engineer has been an employee, officer or agent of the District within the past two (2) years;
2. The Architect / Engineer has not been a source of income to pay any employee or officer of the District within the past twelve (12) months;
3. No officer, employee or agent of the District has exercised any executive, supervisory or other similar functions in connection with this Contract nor shall become directly or indirectly interested in this Contract;
4. The Architect / Engineer shall receive no compensation and shall repay the District for any compensation received by the Architect / Engineer under this Contract should the Architect / Engineer aid, abet or knowingly participate in the violation of this Certification;
5. That during the selection of Architect / Engineer for this Project, Architect / Engineer did not communicate, contact, solicit and/or attempt to influence any District Board Member in any way for purposes of obtaining this work; and
6. Architect / Engineer has no business or financial interests that are in conflict with his or her obligations to the District and further agrees to disclose any such interest which may be acquired during the Term of this Contract with the District.

I certify that I am duly authorized to legally bind the Architect / Engineer to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

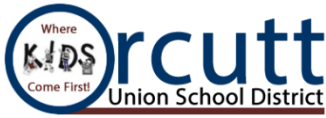
Date: \_\_\_\_\_

Proper Name of Architect / Engineer: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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



## BUSINESS SERVICES MEMORANDUM

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

FROM: Bill Young  
Assistant Superintendent, Business Services

BOARD MEETING DATE: February 12, 2020

BOARD AGENDA ITEM: Construction Change Orders- Smith Mechanical, Electric, for Innovation Center Conduit Work

BACKGROUND: At the December 11, 2018 Board Meeting the Board authorized staff to enter into an agreement with Smith Mechanical-Electrical-Plumbing related to the Innovation Center electrical conduit work. These change orders are necessary due to unforeseen conditions associated with soil, additional slurry needs, and mismarked fiber optic cabling. Without the three change orders, the project would have been delayed resulting in an impact to internet and telecommunication connectivity at multiple sites.

Change Order #	Reason	Amount
CP#1	OT incurred due to unforeseen conditions	\$3,994.85
CP#2	Additional Trenching, slurry, soil conditions	\$7,037.80
CP#3	Additional Fiber labor cost and installation	\$1,262.80
	<b>Total</b>	<b>\$12,295.45</b>

RECOMMENDATION: Staff recommends the Board of Trustees approve the three change orders listed above for Smith Mechanical-Electric for the total amount of \$12,295.45, as submitted.

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

## CHANGE ORDER REQUEST-COST BREAKDOWN

DATE: 01-28-2020

JOB: Innovation Center Fiber Optics

CP#1 REV1 02-03-2020

Line	Item	Amount (\$) (+/-)
<b>SUBCONTRACTOR/LOWER-TIER WORK</b>		
1	Total Labor Rate (includes Base Rate, fringe and burden)*	\$0.00
2	Materials: Attached Itemized quantity, unit cost and invoices from vendor(s).	\$0.00
3	Equipment: Attached invoice(s) from supplier(s).	\$0.00
4	Line 4 ► Subtotal of Lines: 1 + 2 + 3 =	\$0.00
5	Markup on Self-Perform Work, Actual markup, not-to-exceed 10%	\$0.00
6	Markup on Lower-Tier Subcontractor(s)-Performed Work, Actual markup, no-to-exceed 5%	\$0.00
7	Line 7 ► Subtotal of Lines: 4 + 5 + 6 =	\$0.00
<b>GENERAL CONTRACTOR WORK</b>		
8	Total Labor Rate (includes Base Rate, fringe and burden)	\$3,631.68
9	Materials: Attached Itemized quantity, unit cost and invoices from vendor(s).	\$0.00
10	Equipment: Attached invoice(s) from supplier(s).	\$0.00
11	Line 11 ► Subtotal of Lines: 8 + 9 + 10 =	\$3,631.68
12	Markup on Self-Perform Work, Actual markup, not-to-exceed 10%	\$363.17
13	Markup on Subcontractor(s)-Performed Work, Actual markup, no-to-exceed 5%	\$0.00
14	Line 14 ► Subtotal of Lines: 11 + 12 + 13 =	\$3,994.85
15	Bonds & Insurance for Prime/General Contractor Only, Applied only to Line 4 and 11 (Max 2%)	\$0.00
16	TOTAL ► Subtotal of Lines: 7 + 14 + 15 =	\$3,994.85
17	Change in Contract Time.....No. of Days=	0
18	Contractor's Home Office Overhead This shall be no more than \$200 times the number of days of Item 17 (i.e., not to exceed \$200/day)	
	TOTAL (Lines 16 + 17 + 18)	\$3,994.85

\*Contractor shall use the "Total Labor Rate" as approved by the District, or District's PM/CM, and as may be updated by District throughout the Project. Use of a "Total Labor Rate" that has not been approved by the District, will be cause for rejection of the PCO.

ORCUTT UNION SCHOOL DISTRICT

GENERAL CONDITIONS  
DOCUMENT 00 70 00- 48

## CHANGE ORDER REQUEST-COST BREAKDOWN

DATE: 01-28-2020

JOB: Innovation Center Fiber Optics

CP#2 REV1 02-03-2020

Line	Item	Amount (\$) (+/-)
<b>SUBCONTRACTOR/LOWER-TIER WORK</b>		
1	Total Labor Rate (includes Base Rate, fringe and burden)*	\$0.00
2	Materials: Attached itemized quantity, unit cost and Invoices from vendor(s).	\$0.00
3	Equipment: Attached invoice(s) from supplier(s).	\$0.00
4	Line 4 ▶ Subtotal of Lines: 1 + 2 + 3 =	\$0.00
5	Markup on Self-Perform Work, Actual markup, not-to-exceed 10%	\$0.00
6	Markup on Lower-Tier Subcontractor(s)-Performed Work, Actual markup, no-to-exceed 5%	\$0.00
7	Line 7 ▶ Subtotal of Lines: 4 + 5 + 6 =	\$0.00
<b>GENERAL CONTRACTOR WORK</b>		
8	Total Labor Rate (includes Base Rate, fringe and burden)	\$4,026.06
9	Materials: Attached itemized quantity, unit cost and invoices from vendor(s).	\$1,811.94
10	Equipment: Attached invoice(s) from supplier(s).	\$560.00
11	Line 11 ▶ Subtotal of Lines: 8 + 9 + 10 =	\$6,398.00
12	Markup on Self-Perform Work, Actual markup, not-to-exceed 10%	\$639.80
13	Markup on Subcontractor(s)-Performed Work, Actual markup, no-to-exceed 5%	\$0.00
14	Line 14 ▶ Subtotal of Lines: 11 + 12 + 13 =	\$7,037.80
15	Bonds & Insurance for Prime/General Contractor Only, Applied only to Line 4 and 11 (Max 2%)	\$0.00
16	TOTAL ▶ Subtotal of Lines: 7 + 14 + 15 =	\$7,037.80
17	Change in Contract Time.....No. of Days=	0
18	Contractor's Home Office Overhead This shall be no more than \$200 times the number of days of Item 17 (i.e., not to exceed \$200/day)	
	TOTAL (Lines 16 + 17 + 18)	\$7,037.80

\*Contractor shall use the "Total Labor Rate" as approved by the District, or District's PM/CM, and as may be updated by District throughout the Project. Use of a "Total Labor Rate" that has not been approved by the District, will be cause for rejection of the PCO.

ORCUTT UNION SCHOOL DISTRICT

GENERAL CONDITIONS  
DOCUMENT 00 70 00- 48

## CHANGE ORDER REQUEST-COST BREAKDOWN

DATE: 01-28-2020

JOB: Innovation Center Fiber Optics

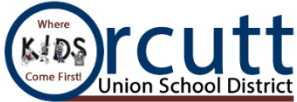
CP#3 REV1 02-03-2020

Line	Item	Amount (\$) (+/-)
<b>SUBCONTRACTOR/LOWER-TIER WORK</b>		
1	<b>Total Labor Rate</b> (includes Base Rate, fringe and burden) *	\$435.81
2	<b>Materials:</b> Attached itemized quantity, unit cost and invoices from vendor(s).	\$0.00
3	<b>Equipment:</b> Attached invoice(s) from supplier(s).	\$0.00
4	<b>Line 4 ▶ Subtotal of Lines: 1 + 2 + 3 =</b>	\$435.81
5	<b>Markup on Self-Perform Work,</b> Actual markup, not-to-exceed 10%	\$0.00
6	<b>Markup on Lower-Tier Subcontractor(s)-Performed Work,</b> Actual markup, no-to-exceed 5%	\$0.00
7	<b>Line 7 ▶ Subtotal of Lines: 4 + 5 + 6 =</b>	\$435.81
<b>GENERAL CONTRACTOR WORK</b>		
8	<b>Total Labor Rate</b> (includes Base Rate, fringe and burden)	\$732.00
9	<b>Materials:</b> Attached itemized quantity, unit cost and invoices from vendor(s).	\$0.00
10	<b>Equipment:</b> Attached invoice(s) from supplier(s).	\$0.00
11	<b>Line 11 ▶ Subtotal of Lines: 8 + 9 + 10 =</b>	\$732.00
12	<b>Markup on Self-Perform Work,</b> Actual markup, not-to-exceed 10%	\$73.20
13	<b>Markup on Subcontractor(s)-Performed Work,</b> Actual markup, no-to-exceed 5%	\$21.79
14	<b>Line 14 ▶ Subtotal of Lines: 11 + 12 + 13 =</b>	\$826.99
15	<b>Bonds &amp; Insurance</b> for Prime/General Contractor Only, Applied only to Line 4 and 11 (Max 2%)	\$0.00
16	<b>TOTAL ▶ Subtotal of Lines: 7 + 14 + 15 =</b>	\$1,262.80
17	<b>Change in Contract Time</b> ..... No. of Days =	0
18	<b>Contractor's Home Office Overhead</b> This shall be no more than \$200 times the number of days of Item 17 (i.e., not to exceed \$200/day)	
	<b>TOTAL (Lines 16 + 17 + 18)</b>	\$1,262.80

\*Contractor shall use the "Total Labor Rate" as approved by the District, or District's PM/CM, and as may be updated by District throughout the Project. Use of a "Total Labor Rate" that has not been approved by the District, will be cause for rejection of the PCO.

ORCUTT UNION SCHOOL DISTRICT

GENERAL CONDITIONS  
DOCUMENT 00 70 00- 48



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Deborah Blow, Superintendent

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

**BOARD MEETING DATE:** February 12, 2020

**BOARD AGENDA ITEM:** Comprehensive School Safety Plan (CSSP) for all school sites

**BACKGROUND:** California public schools are required to comply with California Education Code, Section 35294, dealing with the preparation of “safe school plans”. These plans address violence prevention, emergency preparedness, traffic safety, and crisis intervention.

**RECOMMENDATION:** This evening the School Safety Plans for each of the schools in the Orcutt Union School District are submitted for board approval as required in California statute. Staff recommends these be approved as submitted.

**FUNDING:** No funding implications.



Alice Shaw Elementary School

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# **Safe Schools Plan**

Orcutt Union School District

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2019-2020

Address: 759 Dahlia Place  
Phone: (805) 938-8850

## **Table of Contents**

School Safety Committee

Safe Schools Mission and Vision Statement

Personal Characteristics of Students and Staff

The School's Physical Environment

The School's Social Environment

The School's Culture

Appendix



## School Safety Committee

Member Name	Position
Jenee Severance	Principal
Natalie Ortega	Office Manager
Erik Pedersen	Custodian
Cheri Palin	Office Clerk
Christa Macdonald	Teacher
Analise Riezebos	Teacher
Amy Wellard	Teacher
Trisha Stewart	Parent
Paula Dijon	Parent
Erin Canby	Parent
Kelly Meza	Parent
Kaite Hernandez	Parent

## **Mission Statement**

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Our Mission: The mission of Alice Shaw School, is to ensure the educational success of all students by maintaining high expectations and a safe positive learning environment which empowers students to be productive citizens in a changing world.

The Safe School Committee shares a common feeling with our students, parents, and staff in that Alice Shaw School is a safe, supportive, nurturing environment for all children. This "safe school" perspective comes from a deep commitment, belief and cooperation from parents, community members, staff, district personnel, students, and law enforcement. In the development of this plan the Committee has followed the recommendations for the California Department of Education School Safety and Violence Protection document, Safe Schools: A Planning Guide for Action. In this document we will attempt to cover four major components including (1) Personal Characteristics of Alice Shaw's Students and Staff, (2) Alice Shaw School's Physical Environment, (3) Alice Shaw School's Social Environment, and (4) Alice Shaw School's Culture. This plan provides a template for maintenance of current programs and development of new programs to enhance the safety of our school.

## **Vision Statement**

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The vision of Shaw School is to provide for the educational success of all students through multiple pathways. The programs, policies and practices of Alice Shaw School reflects our commitment to helping all students learn at high levels.

Shaw Elementary School is committed to preparing children with 21st Century Learning Skills - Communications, Collaboration, Critical Thinking and Creativity. The students at Shaw School are global learners who use technology to increase their awareness and facilitate their contributions to the world around them. Shaw staff is focused on providing challenging Common Core State Standards based curriculum that meets the needs of all learners. All Shaw staff members understand the importance of providing a quality education through exemplary teaching practices and a commitment to excellence. Developing partnerships between staff members, students, parents and community members is essential for creating an environment that meets the needs of all students at Shaw Elementary School. At Shaw School, our students, parents, and staff are committed to working as a team to promote students involvement in the positive, scholarly and safe school culture.

## Personal Characteristics of Students and Staff

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### Areas of Pride and Strength:

All full-time certificated staff members are CLAD/BCLAD certified.

English Language Development program serves to support teaching and instruction for English Learner students.

Students in District Special Day Class, Santa Barbara County Special Day Class, Special Education Resource and Speech Programs on campus are accustomed to interacting with peers of varying abilities at school.

Our breakfast and lunch programs serve hundreds of students daily.

Student attendance is monitored daily and we will work within the School Attendance Review Board (SARB) program.

Student council provides leadership opportunities for students.

Campus Connection childcare program serves students both before and after school.

Counseling services from Santa Maria Youth & Family Center and a OUSD Counselor is available to the school.

Health and well-being issues are taught during Growth and Development, Child Safe, Too Good for Drugs, and DARE instruction (6th grade).

PTA sponsored activities and “family nights” promote a strong connection between home and school. PTA sponsored jog-a-thon promotes physical fitness.

Red Ribbon week promotes discussion on topics including drug, alcohol and tobacco awareness.

Maintaining quality physical education and fine arts instruction are priorities at Alice Shaw. A physical education program in grades one through six, taught by a fully credentialed PE teacher, provides physical fitness instruction on a weekly basis.

Compass Learning, a computer based program, is utilized to provide intervention and enrichment opportunities for kindergarten through six grade students in reading, language arts and math during school and after school two days a week.

Staff attends professional development with various topics centered around teaching and learning.

Positive Behavior Interventions and Support (PBIS) program is in its second year of implementation.

### Areas of Concern:

Alice Shaw will support and build caring relationships among students, staff, and the school community.

### Action Plan:

1. Continue a school-wide character education program highlighting a positive trait every 6 to 8 weeks.
2. Continue to explore opportunities to develop school spirit (i.e. Spirit Days) through student council.
3. Bullying issues continue to be addressed with anti-bullying discussions, counseling regarding use of electronic means of communication through the DARE program, school wide assemblies, internet use training and the PBIS program.
4. Build a strong citizenship program through the development of our Student Council, responsible leadership, and big buddies activities to enhance collaboration between primary and intermediate students.
5. School-wide Positive Behavioral Interventions and Supports Shaw Team continue training to guide the implementation and sustainability of evidence-based interventions to meet the academic, behavior and socio-emotional needs of all students. Continue PBIS training with Shaw Team.
6. Review office referral data through the PBIS lens.

## The School's Physical Environment

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### Areas of Pride and Strength:

The staff maintains an updated School Disaster Plan. Fire and/or earthquake drills are conducted monthly. An intruder/lockdown drill is conducted annually. A log of emergency drills is maintained for inspection by the fire department and district personnel.

The school has a detailed Emergency Response Plan. Every classroom/building has an emergency binder and a survival kit.

The facilities have been remodeled and are in good repair. Each classroom has a telephone and a door that is able to be locked from the inside of the room.

Staff and volunteers wear ID badges.

School Beautification Days allow parents, staff members, and students work to make the school grounds look nice.

Monthly playground safety checks are completed and filed with the Maintenance, Operations, and Transportation Department of the district.

The principal and/or teachers provide supervision for students as they arrive in the morning and depart in the afternoon.

A solar panel, provided through a grant by PG&E, contributes to our electrical grid. The amount of electricity produced can be monitored on the Internet.

The PTA has provided the plaza area at the front of the school to be used for various lunch occasions.

The principal/office staff maintains vandalism logs, truancy logs, suspension/expulsion logs and office referrals.

Playground sandboxes and playground equipment are monitored regularly for safety.

Student and staff restrooms have been modernized and are scheduled to be cleaned daily. The alarm system has been upgraded and can be heard from all areas of the school campus.

The middle of the parking lot provides a marked crossing area. Additional markings were added to highlight no parking areas and safe passageways.

Walkie talkies are provided for communication between the office and the custodial staff.

Safety information is included in our School Handbook, Parent Square utilized to send communications reminders to students, parents and staff members.

The Raptor system is used to screen and check-in visitors and volunteers.

School marquee provides schedule/event reminders.

Gates on the school's perimeter are locked during school hours.

Parents are reminded not to bring dogs on campus.

### Areas of Concern:

Shaw School community will continue to identify, address and resolve physical environment issues and concerns.

### Action Plan:

1. Two-way radios will be used to improve supervision and communication.
2. All gates will be locked during school hours to direct visitors through the main hallway, past the office for monitoring. Staff members will continue to stress that volunteers and visitors check-in and check-out with the office before entering and exiting the campus.
3. Continue maintenance on building and classrooms to ensure safety.
4. OUSD continues to explore ways to make the campus a secure and safe environment.
5. Continue training on Parent Square a 21st Century School-Home Communication Platform connects school and home to help improve student success.
6. The Raptor school visitor security system will be used to help safeguard the school.



## The School's Social Environment

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### Areas of Pride and Strength:

The school principal is actively involved in curricular matters, is readily available to all members of the school community and is visible on campus and in classrooms.

The principal is supportive and involved in academic and character (social-emotional behavior) matters.

On a regular basis, the principal greets students and their families as they enter the school grounds in the morning and depart in the afternoon.

Expectations for student behavior are clearly communicated in the Parent Handbook.

The principal gives every grade level a Welcome Back Expectations "talk" each fall.

The morning message is used as a platform to commend students' behavior and/or address any areas in need of improvement.

The school's character development program contributes positively to the overall school environment. The programs helps to reduce the amount of Behavior Referrals.

Teachers establish firm and fair classroom rules and consequences.

The principal, teachers, and parents work together to maintain high expectations for student behavior.

Internet safety is stressed. Students and parents sign an Acceptable Use Policy agreement before students access the Internet.

Students are able to compete in academic endeavors (i.e. Spelling Bees, Battle of the Books, Math Super Bowl).

PTA sponsors many social activities throughout the school year to facilitate the school community getting to know each other.

Theme days are planned by students to nurture school spirit.

Fall and Spring conferences promote collaboration between teachers and parents.

PTA and Business Sponsors provide financial support to school academic programs, field trips, and special projects.

The school is used after hours by many community organizations, i.e., girl scouts, soccer teams, etc.

### Areas of Concern:

Alice Shaw staff strives to make our school a welcoming learning environment where students feel connected with their teachers, their peers, and the other adults.

### Action Plan:

1. School staff will proactively monitor "hot spots" in the hallways and on the playground for inappropriate behavior and to acknowledge appropriate behavior.
2. Counseling services will be offered by an OUSD Counselor and Fighting Back Santa Maria Valley - Check/Connect programs to teach coping and social skills to identified students.
3. Continued efforts made to minimize classroom disruptions; instructional time will be maximized.
4. Administrator and staff will continue to revisit school rules and expectations for behaviors on a regular basis.
5. Office staff will continue to strive for top notch customer service with parents and community members.
6. The principal will make regularly scheduled visits to classrooms to "drop in," make observations and also discuss student behavior when necessary.
7. Positive Behavior Interventions and Support (PBIS) training for the Shaw PBIS Team. This will help to continue building a safe and orderly environment conducive to learning at school.

## The School's Culture

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### Areas of Pride and Strength:

The belief at Alice Shaw School is that every student counts! This belief promotes a sense of connectedness, belonging and community.

Shaw Students are connected and involved in the school and parent involvement is highly encouraged and supported.

The principal is visible, approachable and attends PTA and other school events.

Shaw staff participates in profession development opportunities throughout the year.

Teachers meet in grade level Professional Learning Communities to discuss standards, student learning, data, and intervention during Wednesday early release days.

Student Success Team meetings bring staff and parents together to discuss how to assist struggling students.

Student award and incentive programs recognize students for academics, citizenship, effort, and cooperation.

Upper grade students mentor primary grade students via a "Little Buddies" tradition which creates a special bond between older and younger students.

The office staff creates a "welcoming," friendly, helpful and supportive atmosphere.

Students receive PE, Art and Music instruction. At-risk students receive intervention support throughout the week.

Several staff members are trained in Crisis Prevention and Intervention (CPI).

Communication home comes in many forms: Parent Square, Friday Folders, email, phone calls, parent conferences, etc.

All parents access the Aeries student information system during the enrollment process.

Parent involvement is highly encouraged.

The PTA supports classroom instruction, provides field trips, finances assemblies, and provides resources for school beautification. PTA provides opportunities for "fun nights" to enable parents, students, and staff members to feel "connected" to the school (i.e., bingo night, movie night, family nights).

### Areas of Concern:

The Shaw School community will work together to support a comprehensive school wide approach to overall "connectedness," safety and learning.

### Action Plan:

1. The morning message is used to remind students of the elements of positive character traits.
2. Rules assemblies and Passport Days are held for students to review school rules and expectations for student behavior.
3. The staff will continue to develop their knowledge of the Common Core Curriculum and new curriculum adoptions, to increase proficiency, assess student learning, and provide intervention and enrichment opportunities as a result of data analysis.
4. Teachers will continue to promote social growth through classroom and school recognition opportunities.
5. School news sent to parents electronically regularly throughout the school year using Parent Square.
6. Continue to support the PTA on family oriented events and parent education topics.
7. Teachers will meet in Professional Learning Communities weekly, to collaborate and focus on essential standards, common assessments, intervention, student results and student learning.
8. Additional teachers will be encouraged to apply for the Digital Media, iPad and STEAM Leader Academies and thus utilize technology for student created projects.





## Appendix

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### Board Policy and Administrative Regulation

- a. BP 0450 (a)- Comprehensive Safety Plan
- b. BP 5141.4 - Child Abuse/Neglect and Reporting Requirements and Procedures
- c. AR 5144.2 - Suspension and Expulsion/Due Process

### Safe Ingress/Egress

- a. Evacuation Map
- b. Disaster Drill Schedule
- c. Emergency Team Duties
- d. Disaster Duties and Responsibilities
- e. Disaster Procedures
- f. Procedures for Lock down/Shelter Evacuation

### Discipline Procedures

- a. Student Handbook
- b. Discipline Summary
- c. Attendance Summary
- d. Notifying Teachers of Dangerous Pupils
- e. Discrimination and Harassment Policy

### School Information

- a. School Accountability Report Card
- b. Safe School Questionnaire
- c. Safe Schools Planning Checklist
- d. Electronic Network User Agreements (Students and Staff)
- e. California Healthy Kids Survey



Joe Nightingale Elementary School

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# Safe Schools Plan

Orcutt Union School District

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2019-2020

Address: 255 Winter Road  
Phone: (805) 938-8650

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School Safety Committee

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Appendix

## School Safety Committee

Member Name	Position
Kate McInerney	Principal
Jared Banks	Vice Principal
Lynn Ramos	Teacher
Michele Frantz	Teacher
Stephani Swack	Staff
Alison Sayer	Parent
Cindy Grennan	Parent
Krishna Kothari	Parent
Michelle Darrell	Parent
Heather Witts	Parent
April Harrison	Teacher

## Mission Statement

---

"Safe schools are orderly and purposeful places where students and staff are free to learn and teach without the threat of physical violence and psychological harm. They are characterized by sensitivity and respect for all individuals (including those of other cultural and ethnic backgrounds), an environment of nonviolence, clear behavioral expectations, disciplinary policies that are consistently and fairly administered to students; affiliation and bonding to the school support and recognition for positive behavior, and a sense of community on the school campus. Safe schools also are characterized by proactive security procedures, established emergency response plans, timely maintenance, cleanliness, and a nice appearance of the campus and classrooms." – California State Department of Education, "Safe Schools: A Planning Guide for Action"

### Mission Statement

Our mission statement, as approved by our School Site Council, is as follows: Joe Nightingale exists to better the lives and futures of all students, staff, families, and community through proven quality instruction, positive relationships, and engaging experiences.

## Vision Statement

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### Vision Statement

The vision of Joe Nightingale School is to provide for the educational success of all students through high expectations and a commitment to academic excellence; to empower them to reach their full potential as responsible, ethical and productive citizens in a diverse and changing world. We believe this is a shared responsibility requiring the cooperation and commitment of students, parents, staff, and the community.

We ensure academic excellence by providing quality educational programs with all staff members focused on continually improving student achievement. We believe children learn best when they engage in a variety of meaningful activities in a challenging, structured and positive environment. At Joe Nightingale School we provide our students with a rigorous, scholarly learning environment in which learning time, instructional planning, progress monitoring, and strategic/intensive interventions are systematically focused on individual student learning needs. We have clear, research-based interventions and enrichment opportunities to meet the needs of learners at all instructional levels.

All members of the Joe Nightingale School community collaborate to offer continuous learning programs that enable all children to maximize their academic, social and emotional growth and promote their development into thoughtful, accepting, productive and responsible citizens. Teacher teams at each grade level, work together to ensure students receive a comprehensive, standards-based course of study. These teacher grade level teams meet weekly in Professional Learning Communities to review student learning and to plan strategic interventions and enrichment activities to meet the various needs of all students.

At Joe Nightingale, our commitment to preparing children with 21st Century Learning Skills-Communication, Collaboration, Critical Thinking and Creativity- is present in all learning activities. The students at Joe Nightingale are global learners who use technology to increase their awareness and facilitate their contributions to the world around them.

At Joe Nightingale School, our students, parents, and staff are committed to working as a team to promote student involvement in the positive, scholarly, safe, and inclusive school culture. Students are caretakers for their own learning environment and are deeply connected to the school community. Parents, families, and community members have a strong investment in our students' lifelong education.

In order to achieve this vision, during the 2019-2020 school year, Joe Nightingale School is continuing the focus on High Quality First Instruction.

This High Quality First Instruction includes Continued Instructional Focus Areas:

- \*Literary and Non-Fiction Reading
- \*Academic Vocabulary in Speaking and Listening
- \*Cross-curricular academic language including a focus on mathematics academic language
- \*Student engagement including the use of inquiry, student collaboration and anchor charts
- \*Intervention time block to meet individual needs in Math, Reading and Writing

\*Small group targeted instruction in Math, Reading and Writing

\*Writing Process with technology

\*Implementation on the Common Core Math curriculum and intervention in mathematics

## Personal Characteristics of Students and Staff

---

### Areas of Pride and Strength:

- All adults at Joe Nightingale-- school administrators, teachers and support staff-- strongly feel that every child on campus is “their” child.
- All adults at Joe Nightingale-- school administrators, teachers and support staff-- possess high standards and expectations for all students.
- On a regular basis, the school administrators, teachers and support staff greet students as they enter the school in the morning and depart in the afternoon.
- The school administrators, teachers and support staff are actively involved in curricular matters, are readily available to all members of the school community and are visible on campus.
- All of our full-time credentialed teachers are certified to work with English Learners.
- Our breakfast and lunch program serves hundreds of students daily.
- Health room has daily coverage by LVN and district nurse is available each day by phone.

### Areas of Concern:

Joe Nightingale School will support and build caring relationships among students, staff, and the school community.

### Action Plan:

1. Continue a school-wide character education program highlighting a positive trait every 6-8 weeks.
2. Staff will continue to make progress in implementing a Multi-Tiered System of Supports (MTSS) system in order to meet individual student needs in the areas of academics and behavioral needs.
3. School-wide expectations will be promoted for proper playground behavior and school-wide behaviors.
4. Continue to build a strong citizenship program through the development of our Safe School Mediator program, Student Council, and collaboration between primary/intermediate classroom and special education/general education.
5. Continue to provide in-school individual counseling and small group counseling.
6. Continue implementing PBIS Tier 1 structures to promote a positive environment and consistency throughout the school day and campus.

## The School's Physical Environment

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### Areas of Pride and Strength:

- ✓ The school is open after hours and weekends for use by many community organizations, i.e., girl scouts, soccer, 4H, little league, etc.
- ✓ Playground sandboxes and playground equipment have been replaced/upgraded and are monitored regularly for safety.
- ✓ Student and staff restrooms have been modernized and are monitored regularly for cleaning and repair.
- ✓ The alarm system has been upgraded and can be heard from all areas of the school campus.
- ✓ Our phone system has been upgraded and teachers have access to phones in their classrooms.
- ✓ Locks have been replaced allowing teachers and staff to lock rooms from the inside. Staff keys allow staff to lock all rooms and gates.
- ✓ All gates are locked during school hours to direct visitors through the main hallway, past the office for monitoring. Fencing has been improved and is monitored for repair and replacement.
- ✓ Survival kits have been placed in classrooms, offices, hallways, arts room, library, child care rooms, and multi-use room.
- ✓ The school buildings and classrooms are well maintained and painted.
- ✓ Monthly playground safety checks are completed and filed with the Maintenance and Operations Department of the district.
- ✓ The staff provides for sidewalk safety and traffic flow in the parking lot as students arrive in the morning and depart in the afternoon.
- ✓ The staff maintains an updated School Disaster Plan. Evacuation drills, Duck-cover-hold drills, and lock-down drills and shelter in place drills are called on a regular basis.
- ✓ The administration and office staff maintain vandalism logs, truancy logs, and suspension/expulsion logs.
- ✓ In the parking lot, parents are regularly reminded of our concern for student safety.

### Areas of Concern:

Joe Nightingale School will continue to identify, address and resolve physical environment issues and concerns.

### Action Plan:

1. Continued deferred maintenance on buildings and classrooms to ensure safety.
2. All visitors will check in at school office and receive a visitor's pass. Signs will be posted to educate visitors of visitor policies. All volunteers must be cleared by district following district policy prior to volunteering at school or school event.
3. Front office will be moved to front of school and bathroom will be added to Health Room. Reorganization of front administration office will be pursued with district facilities personnel.
4. Develop a plan to improve perimeter fencing at front of school to enable school campus lockdown.



## The School's Social Environment

---

### Areas of Pride and Strength:

- With a full inclusion program for our students with disabilities, students are accustomed to working with peers of varying abilities.
- A developmental physical education program in kindergarten through sixth grade and a PTA sponsored Fun Run promote physical fitness.
- Health screenings (vision and hearing) are provided to our students by the district staff and parent volunteers.
- Our noon sports league program and recreational programs during lunchtime recess provide opportunities for students to grow and socialize with peers.
- Our Safe School Mediators program teaches students leadership and peer mediation skills and provides them with the necessary supports to have a positive peer influence.
- Leadership opportunities are provided for students through our Student Council, Safe School Mediator program, and Garden club.
- Student engagement has been increased with the use of technology such as the iPad, Chrome Book, and Mac mobile carts.
- School-wide discipline matrix has been developed and implemented throughout all areas of the school.
- Differentiated instruction and online computer aided instruction have been established to serve the needs of students needing/wanting intervention or extension.

### Areas of Concern:

Joe Nightingale School strives to make our school a welcoming learning environment where students feel connected with their teachers, their peers, and the other adults.

### Action Plan:

1. The site administrators will continue to provide for safety and disaster preparedness activities and drills.
2. Staff will continue to investigate and implement programs which foster personal and social skill development.
3. Classroom lessons for character development, social skills, and conflict resolution will be implemented by classroom teachers and the school counselor.
4. Noontime intramural activities, games, and recess makers space will be provided.
5. Administrators will make regularly scheduled visits with students to review school rules and expectations for behavior.
6. Continue to implement school-wide system to teach playground games and activities through Physical Education Program.

## The School's Culture

---

### Areas of Pride and Strength:

- ✓ All adults at Joe Nightingale-- school administrators, teachers and support staff-- strongly feel that every child on campus is "their" child.
- ✓ All adults at Joe Nightingale-- school administrators, teachers and support staff-- possess high standards and expectations for all students.
- ✓ Our Safe School Mediators Program teaches students leadership and peer mediation skills and provides them with the necessary supports to have a positive peer influence.
- ✓ Leadership opportunities are provided for students through our Student Council, Safe School Mediator program, and Garden club.
- ✓ PTA sponsored Red Ribbon week activities promote drug, alcohol, and tobacco awareness and refusal skills for all students.
- ✓ The PTA supports classroom instruction and provides funding for field trips, assemblies, technology, and resources for school beautification.
- ✓ Fall and Winter conferences promote shared goal setting between teachers and parents.
- ✓ Regularly scheduled activities bring parents, students, and staff together for social activities.
- ✓ Our bilingual community liaison connects with Spanish speaking families and provides primary language support as needed.
- ✓ After school enrichment class (fee based) are available to families one day per week. (District provided)
- ✓ Parents and students regularly report that they feel "connected" to the school.
- ✓ Students are recognized every other month for their hard work and accomplishments with celebrations in the classrooms and assemblies.
- ✓ We use technology on a regular basis such as e-mail, Aeries school portal, Parent Square, and classroom web pages to communicate with parents and community members.
- ✓ A well-defined Child Care program (OUSD Campus Connection) meets the needs of over 150 of our students before school, after school, and during scheduled school breaks.

### Areas of Concern:

The Joe Nightingale School community will work together to support a comprehensive school wide approach to overall "connectedness," safety and learning.

### Action Plan:

1. New students are welcomed to Joe Nightingale School by staff and are escorted to their class by the principal and/or assistant principal. They are provided with a peer "buddy" to accompany them on their first few days to acclimate them to our school.
2. School-wide discipline matrix has been developed and implemented throughout all areas of the school. Rules assemblies are held for students to review school rules and expectations for student behavior.
3. The staff will continue to develop its awareness of, and proficiency with, using the new California Common Core content and performance standards to drive instruction and assess student work.
4. Teachers will promote social growth through classroom and school-wide student recognition program.
5. Staff will continue to recognize and reward students who demonstrate the desirable characteristics of non-violence, peacemaking, and problem solving.
6. School news will continue to be sent to parents electronically regularly throughout the year. The automated phone/email system (Parent Square) will be used for communication with parents for events and emergency situations.
7. Encourage students and classes to participate in community service projects.

8. All notices home will be translated into the home language of parents by utilizing the translation tool on Parent Square..

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- e. California Healthy Kids Survey



Patterson Road Elementary School

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## **Safe Schools Plan**

Orcutt Union School District

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2019-20 School Year

Address: 400 Patterson Road  
Phone: (805) 938-8750



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Member Name	Position
Julie Kozel	Principal
Steve Whitehair	Teacher
Susie Hinden	Teacher
Micaela Brandt	Teacher
Kerry Urquhart	Office Manager
Max Macias	Parent
Diana Peinado	Parent
Maria Serna	Parent
Allison Grupe	Parent
George Korn	Parent



## Mission Statement

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### Mission:

To serve the unique academic, physical, social, and emotional needs of students in order to provide each student with the highest quality education, inspire a passion for learning, and make meaningful connections that propel children to become lifelong learners.

## Vision Statement

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### Vision:

At Patterson Road School we believe there are no limits to the academic potential of our students, and there are no excuses for not maximizing this potential for individuals' success. As staff members of Patterson Road, we are committed to structured collaboration with one another in an effort to meet the needs of all students. Every member believes every student is capable of being academically proficient in all subject areas. We believe collaboration is the vehicle to increase student success and achievement. We will work to neutralize the challenges students bring with them to school. We will practice targeted instruction to build the intellectual ability of our students to do rigorous work. We will address challenges through candid collaboration as a team. We will work together to provide all of our students a school community providing a positive, safe environment where children feel empowered to achieve high levels of learning. Students are recognized for their character, academic achievement and attendance. We believe the driving force of our school's success is through the collaboration of our administration, teachers, staff, students, parents, and the community.

Patterson Road School seeks to provide a safe environment for all students:

Safety on the playground

Safety in the classroom

Safety from harassment

Safety from prejudice

Safety arriving to and departing from school

Safety in before-school and after-school district sponsored programs

The Safe School Committee shares a common feeling with our students, parents, and staff in that Patterson Road School is a safe, supportive, nurturing place for children. This "safe school" perspective comes from a deep commitment of cooperation from parents, community members, staff district personnel, students, and law enforcement. In the development of this plan the Committee has followed the recommendations of the California Department of Education School Safety and Violence Protection Office document, Safe Schools: A Planning Guide for Action. In this document we will attempt to cover four major components including (1) Personal Characteristics of Students and Staff, (2) The School's Physical Environment, (3) The School's Social Environment, and (4) The School's Culture. This plan provides a template for maintenance of current programs and development of new programs to enhance the safety of our school.

## Personal Characteristics of Students and Staff

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### Areas of Pride and Strength:

- We have a dedicated community of district/site staff and parents who desire the best safety practices and provisions for students.
- With two Special Education classes on campus, students are accustomed to working with peers of varying abilities and language learning needs.
- A well-defined Child Care program meets the before and after school needs of over 100 of our students.
- A developmental physical education program in grades kindergarten through six promotes physical fitness.
- A developmental music and arts education program serves students in grades kindergarten through sixth.
- School based counselor is present on campus 1.75 days per week and on-call as needed.
- The district provides a bilingual liaison and the ParentSquare App to assist in communication with all families.

### Areas of Concern:

Communication among all stakeholders-community, families, parents, staff, and students.

### Action Plan:

1. Cultural Diversity
  - Continue to provide school publications, announcements, and newsletters. These are published in English with electronic Spanish translation available.
  - Continue to utilize ParentSquare and the Google translate option to improve communication for all families.
2. Consistency of communication to families
  - Survey families on use of communication tools-ParentSquare, website, email, Aeries portal, and social media to determine most effective communication tools.
  - Provide training for families on communication devices and apps--Aeries and ParentSquare through parent education nights.

## The School's Physical Environment

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### Areas of Pride and Strength:

#### General Safety

- Staff discusses supervision and specified jobs in the case of an emergency regularly.
- Staff Emergency binders updated regularly.
- The staff maintains an updated School Disaster Plan. fire, disaster, lockdown and shelter in place drills are conducted on a regular basis.
- The district maintains vandalism logs and removes signs of vandalism immediately.
- All teachers have access to phones in their classrooms.
- A student phone is available in the school office so that students can contact parents when necessary.
- Survival kits have been placed in classrooms, offices, library, child care room and the multi-use room.
- Visitors must check into the office and wear a visitor badge.
- Employees report strangers on campus.

#### School Grounds--Parking lot for arrival and dismissal

- The principal and teachers provide for sidewalk safety and traffic flow in the parking lot as students arrive in the morning and depart in the afternoon.
- The parking lot has set traffic patterns in place for drop-off and pick-up for student safety.
- There is now a new, safer bus drop off outside of parking lot.

#### School Grounds--Playground

- Monthly playground safety checks are completed and filed with the Maintenance, Operations, and Transportation department of the district.
- A filtered water station is available to refill water bottles.
- Outside eating area with umbrellas to provide shade for students during lunch.
- Playground area is clean and welcoming with good sight lines and new wood chips for a safe fall zone.

#### School Grounds-Fencing

- There is new fencing to secure the entire campus.
- There is a new front landscaping and inviting entry way.

#### Buildings and Classrooms

- A media center/library is available to students five days a week for books, computer use, and makerspace.
- The school has a multi-use room with a stage, presentation technology, sound and lighting systems. A double-wide portable classroom serves as a fine arts room.
- Student and staff restrooms are regularly inspected for cleaning and needed repairs.
- The alarm system can be heard from all areas of the school campus.
- Classrooms can be locked from the inside of the room.
- Emergency bells and alarms are checked on a routine basis.
- Patterson PRIDE (PBIS) signage is posted throughout school.
- Classrooms have flexible seating with new furniture for all students.

There is student technology available in all classrooms.

**Areas of Concern:**

Maintaining a safe environment during school, for school arrival and dismissal (parking lot), and preparation for emergencies.

**Action Plan:**

1. General Safety
  - -Paint room numbers at assembly area for outside evacuation drills
  - -Work with staff to develop new dismissal procedure (alleviate crowding at new gates)
  - -Work with district to provide the camera feed of front of school for front office staff.
2. Buildings and Classrooms
  - -Work with district to replace/repair deteriorated ramps, handrails, and rain gutters.
  - -Work with teachers to design storage areas for students materials in classrooms (Materials do not fit into new student desks--tripping hazards in the classrooms)
3. School Grounds--Parking lot for arrival and dismissal
  - -Work with district to commission a safety review of parking lot and repainting for safe traffic pattern--include staff and parent survey.
  - -Work with district and county to include signs for safety: Right turn only at exit; Loading zone signage and paint on Patterson Road; No U-turn signage on Patterson Road.
  - -Work with district and county to investigate adding a crosswalk on Patterson Road to cross in front of parking lot crosswalk.
  - -Work with district and county to solve drainage issues on Patterson Road.
4. School Grounds--Playground
  - -Work with district to pursue gopher removal, field resurfacing, and track construction.
  - -Work with district to research options to build/retrofit playground equipment for students with disabilities (inclusive playground equipment).

## The School's Social Environment

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### Areas of Pride and Strength:

#### Consistent Behavioral Expectations

- The principal, staff, and parents will continue to work together to maintain high expectations for student behavior. Consequences will be delivered appropriately and on an individual basis.
- The school is in the second year of implementation of PBIS. Positive rewards and student awards are based on the expectations in Patterson PRIDE: Prepared and Punctual, Respectful, Inspire Kindness, Demonstrate Responsibility, Everyone's Safe.
- The principal and the PBIS team members meet with all students at least twice a year to review school rules and behavior expectations. (-Staff provides PBIS Passport day to teach expectations (Fall and Spring))
- The PBIS PRIDE system provides a consistent system for expectations (matrix), referrals and reinforcement system (Paw tickets and prizes)

#### Students' Connection to School

- The school principal is actively involved in curricular matters, is readily available to all members of the school community and is visible on campus and in classrooms.
- On a regular basis, the staff greets students as they enter school in the morning and depart in the afternoon.
- Student Council members are elected by 4th-6th graders.
- Many enrichment activities are offered throughout the school year: Battle of the Books, Masonic Spelling Bee, Author Go Round, Math Bowl, Yearbook Team, Historical Walk Through Program for grades 4-6, Robotics Team, Compass Learning After-school program, and an after school enrichment program with rotating offerings is available on early release Wednesdays (paid program).
- PTA and Student Council sponsor Red Ribbon week activities to promote drug, alcohol, and tobacco awareness and refusal skills for all students.
- Several classes participate in big buddy/little buddy partnership activities and cross age tutoring opportunities.
- Sixth graders go to Outdoor School annually.

#### Respectful and Supportive Environment

- A school based counselor offers counseling for referred students 1.75 days per week.
- DARE is available to sixth graders each year (dependent upon availability from the Sheriff's department.)
- Fight Back Santa Maria Valley offers their "Check, Connect, Respect" program for referred students once a week.
- School participated in Unity day and dedicated a Buddy Bench for the Upper Grade Playground.
- There is a respectful atmosphere between students to adults.
- There is student recognition for academic achievement in reading and math

### Areas of Concern:

Maintain current safety procedures and programs to encourage student and family connectedness and a respectful, supportive school environment.

### Action Plan:

1. Consistent Behavioral Expectations
  - Provide student and parent education on bullying and conflict resolution.
  - Continue to provide student and parent education on PBIS and behavioral expectations.
2. Students' Connection to School
  - When new students come to our school, buddies are assigned to show them around campus and to be a first friend.
  - Continue to look for and encourage parent and community involvement (robotics, track, PTA, etc.).
  - Actively seek community, staff and parent volunteers to coach and led extra curricular activities.
3. Respectful and Supportive Environment
  - -Provide recess sports/game rules instruction and conflict resolution instruction/social skills instruction for all students.
  - -Establish a club for adult volunteers to supervise noon sports and clubs.

## The School's Culture

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### Areas of Pride and Strength:

#### Family Connectedness and participation

- Parents and students regularly report that they feel “connected” to the school.
- Many parents volunteer by providing clerical assistance, working with small groups of students, and participating in various programs and school activities.
- The principal sends parent e-mails to update families about school news and current events twice a month.
- Patterson Road has a Back to School Night at the beginning of the year to help create a partnership with families and an Open House at the end of the year to celebrate student successes.
- Parent Involvement is welcomed and encouraged at Patterson Road.
- Fall and Winter conferences promote shared goal-setting and evaluation of student progress opportunities between teachers and parents.
- The Parent Square platform is utilized for communication with families

#### PTA involvement and activities

- The PTA provides funding to support classrooms with supplies and field trip costs.
- Patterson Road has an active PTA that provides many family events.
- The PTA provides financial support for school academic programs, field trips, and special projects.
- Family Fun Nights including BINGO, Fun Festival, and Jog-a-thon/Fun Run bring parents, students, and staff together for social activities.

#### Student Recognition

- Our student recognition program includes a Student Recognition Awards assembly with students and parents every 6 weeks.
- Students are recognized for effort, academic achievement, and character (PBIS expectations).
- Classroom attendance incentives provided to encourage students to be on-time, in attendance, and stay in class the entire day.
- Students are also recognized by Positive Recognition Referrals (office visit and positive phone call home).

#### Focus on the Whole Child

- Band instruction is offered to fourth, fifth and sixth grade students after school.
- OCAF provides each school with "Arts Attack", a visual arts program.
- Arts, Music, and Physical Education instruction is provided for all students.
- Library time is provided for all students.
- Makerspace is available for students by request.
- The Santa Maria Rape Crisis Center presents Child SAFE information to first and fourth grade students annually.

#### Supportive Staff and school community

- Adults at Patterson Road School possess high standards and expectations for all students.
- Patterson Road staff collaborate twice per week with a focus on achievement for all students.
- Students and staff at Patterson Road feel safe and supported within a respectful culture.
- The school is open after hours and weekends for use by many community organizations, i.e., girl scouts, soccer, little league, basketball, etc.

**Areas of Concern:**

- Maintain a welcoming environment which includes parent and family participation, student recognition, and a focus on the whole child.

**Action Plan:****1. Focus on the Whole Child**

- More behavioral support and counseling needed for students. (Added pressures for students with increased stress and anxiety)

**2. Family Participation**

- Provide more parent education opportunities to address support of educational/behavioral expectations within the school setting.



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Pine Grove Elementary School

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## **Safe Schools Plan**

Orcutt Union School District

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2018-19 School Year

Address: 1050 Rice Ranch Road  
Phone: (805) 938-8800

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## School Safety Committee

Member Name	Position
Leslie Wagonseller	Principal
John Purdum	Head Custodian
Karen Hettinga	Office Manager
Rebecca Belanger	Teacher
Don Robertson	Teacher
Pamela Hoffman	Parent
Steve Sanvictores	Parent
Debbie Morawski	Parent
Lillian Joyce	Parent
Veronica Calderon	Parent

## Mission Statement

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At Pine Grove school, our staff, both certificated and classified, strives to create successful learning opportunities for ALL students. We are committed to working diligently to maintain a school wide focus of a standards-based education and do so with very caring and nurturing attitudes. Our mission is to foster a secure and supportive learning environment that provides academic excellence, character development and enrichment for all. Students will experience quality curriculum and instruction, utilize technology, and reach increasing levels of achievement as demonstrated in a standards-based educational system.

Pine Grove staff, parents and students work together to create a safe and positive learning environment on our campus. We recognize student successes which support academic, attendance and character traits through teacher awards, and classroom celebrations. Character Life Skill words reinforce the respect and sense of responsibility we want our student to exemplify.

Pine Grove parent volunteers are a wonderful component to our classroom learning environments. Together, with our staff, we work to achieve a balance between appropriate behaviors and academic success. This active participation throughout the grade levels builds a cohesive force permeating the atmosphere of our school and reinforces to our students that parents are an important partnership in the educational process.

## Vision Statement

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Pine Grove School seeks to provide for all students:

- Safety arriving to and departing from school
- Safety in the classroom
- Safety on the playground
- Safety in the cafeteria/multi-use room
- Safety in the hallways, on the stairs, on the ramps
- Safety from bullying, harassment, and prejudice

The Safe Schools Committee shares a common feeling with our students, parents, and staff in that Pine Grove School is a safe, supportive, nurturing environment for all children. This “safe school” perspective comes from a deep commitment, belief and cooperation from parents, community members, staff, district personnel, students, and law enforcement. In the development of this plan, the Committee has followed the recommendations of the California Department of Education School Safety and Violence Protection Office document, Safe Schools: A Planning Guide for Action. In this document we will attempt to cover four major components including (1) Personal Characteristics of Pine Grove’s Students and Staff, (2) Pine Grove School’s Physical Environment, (3) Pine Grove School’s Social Environment, and (4) Pine Grove School’s Culture. This plan provides a template for maintenance of current programs and development of new programs to enhance the safety of our school.

## Personal Characteristics of Students and Staff

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### Areas of Pride and Strength:

Students are accustomed to working with peers of varying abilities, temperaments, cultures, and learning styles.

The Campus Connection childcare program meets the before and after school needs of approximately 80 students.

A physical education program promotes physical fitness among all students.

Health screenings are provided students each fall by the district nurse, health assistants, and parent volunteers.

The English Learner program supports language acquisition and academic success among English Learners.

Students are honored for character traits per grade level recognitions.

All students participate in one music class, one art, and two PE classes per week (1-6).

All teachers participate in one hour of weekly collaboration time to target students for intervention and reteaching.

Multi Tiered Systems of Support (MTSS) programs in grades K-6 provide early support and remediation in reading and other content areas utilizing Compass Learning and hourly intervention teachers for reading program.

Staff also incorporates strategies learned from attending the MTSS in-service for supporting both remediation and enrichment learning for all students.

The Student Council provides leadership opportunities for students and is responsible for campus beautification, service learning, and school spirit days.

PTA sponsored Red Ribbon week activities provide a venue for students to celebrate a drug-free lifestyle.

Counseling services through the Santa Maria Youth & Family Center are available to students.

The "Check, Connect, & Respect" program from Fighting Back Santa Maria Valley provides coaching to identified students.

The Santa Barbara County Sheriff's Department provides a Drug Abuse Resistance Education (DARE) program to sixth graders.

### Areas of Concern:

1. Communication among all constituents.
2. Support our most at-risk students.
3. Ensure the safety of students coming to and from school.
4. Drop off and pick up of students in the school parking lot.
5. Bus lane to remain free of parked cars.
6. Students on campus outside of designated school hours.

### Action Plan:

1. Cultural Diversity  
School publications, Parent Square, and newsletters, including communication from the PTA, will be sent out bi-weekly and on as needed basis.

2. Staff Expertise/Diversity  
Discussions and training will continue in the area of helping students with anger and handling outbursts of anger. Counseling services will be available throughout school year.
3. Physical/Health Concerns  
Crossing guard provided before and after school.
4. Through bi-monthly newsletters, Parent Square, and on-going communication, remind parents about the proper drop-off and drive through lanes in the parking lot.
5. Through bi-monthly newsletters, Parent Square, and on-going communication, remind parents not to park in the school bus lane when dropping off or picking up students.
6. Enforce that parents check-in at office before, during and after school hours by posting signs and communicating via parent square and newsletters

## The School's Physical Environment

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### Areas of Pride and Strength:

The school buildings and classrooms are well maintained and painted.

The PTA schedules school beautification days. On these days, parents, staff members, and students work to improve the look of the school.

Monthly playground safety checks are completed and filed with the Maintenance, Operations, and Transportation department of the district.

The staff maintains an updated School Emergency Plan. Evacuation, lock down, fire, and earthquake drills are run on a regular basis.

The principal and office manager maintain vandalism logs, truancy logs, and suspension/expulsion logs.

Fencing has been installed and is monitored for repair and replacement.

The alarm system has been upgraded and can be heard from all areas of the school campus.

Video cameras have been installed at strategic locations around campus.

The PTA provides a crossing guard to help regulate the intersection of Rice Ranch and Bradley Roads before and after school.

### Areas of Concern:

Parking lot- drop off/pick up

School grounds maintained for student play.

Are video cameras working and being utilized?

Student restrooms - cleanliness and repair

Cleanliness of classrooms due to reduced hours for custodial staff

Air filter replacement in classrooms

### Action Plan:

#### 1. Traffic

In conjunction with the California Highway Patrol, the county, and the district, and as the results of the major Measure G improvements, to the bus loop and new parking lot, staff will create a plan for parking and traffic for the 2020-2021 school year. The district painted "Drop Off" and "Drive Thru" in parking lot lanes to specify which lane to drop off or pick up students in order to ensure student safety while in parking lot.

Crosswalk at Bradley and Via Pavion to be enhanced by the county so that students have shorter distance to travel across the street.

#### 2. School Grounds

Embankments need to be monitored for erosion and kept free of debris and weeds.

Abatement of ground squirrels needs to be on ongoing priority.

Squirrel holes on playing fields need to be repaired for student safety.

#### 3. School Buildings and Classrooms

To accommodate growth, the school has developed a master plan for use of all classrooms and available facilities.

#### 4. Playground surfaces repaired and resurfaced. Stripe painting on the playgrounds for student use.



5. MOT department regularly checks blacktop areas for repair.

## The School's Social Environment

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### Areas of Pride and Strength:

The school principal is actively involved in all school matters, and is available and accessible to all members of the school community.  
Grade level award recognitions contribute positively to the overall school environment.  
Student Council members in grades 4-6 provide leadership for the student body, as well as participate in the daily morning announcements.  
After-school programs in track and field provide an outlet for team building and school spirit.  
Fall parent-teacher conferences facilitate shared goal setting between teachers and parents.  
The PTA and business sponsors provide financial support to school academic programs, field trips, and special projects.  
A ParentSquare school newsletter is distributed to parents bi-monthly.  
The Computer Lab is used after school for one hour Monday through Thursday.  
The school is open after hours and weekends for use by many community organizations, i.e., soccer and basketball teams, scouting groups, 4-H, and more.

### Areas of Concern:

Ensuring that students feel connected to the school and that all behaviorial issues are dealt with in a timely manner. Minimize disruptions to the classroom.

### Action Plan:

1. School Site Management  
A discipline referral form is utilized to streamline communication between teachers and the principal and/or teacher-in-charge.
2. School Communication  
The "Morning Message" on the intercom, daily sign-in sheets, and staff memos through email will be utilized to improve communication and minimize interruptions to classroom learning.  
The principal and staff will continue to develop the school's website on district server.  
Parent Square will continue to be utilized as a means of communication as needed  
Bi-monthly Newsletters will continue to be sent to all families.
3. Discipline and Consequences  
The principal will review with students, staff, and parents the school rules through reminders on the morning announcements as needed and in the bi-monthly newsletter. The school rules will be used as a reference point for disciplinary interactions with students.
4. PBIS (Positive Behavioral Intervention and support) was implemented in the 2018-19 school year and the PBIS Leadership Team continues to support the implementation process for Tier 1 as well as examining strategies for implementing Tier 2.
5. PBIS Tler II is in process and we are working on new activities for supporting students.

## The School's Culture

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### Areas of Pride and Strength:

Parents and students regularly report that they feel “connected” to the school.

Adults at Pine Grove possess high standards and expectations for all students.

Adults at Pine Grove strongly feel that every child on campus is “their” child and their responsibility.

Every Friday is “Spirit Day”. Students and staff wear a variety of Pine Grove logo shirts and school colors to express a spirit of togetherness.

The PTA supports classroom instruction, provides field trips, schedules and finances assemblies, and provides resources for student enrichment and school beautification.

The PTA provides multiple parent/family nights throughout the school year.

Student attendance awards are presented every trimester and a PANDA (Perfect Attendance No Days Absent) award is presented annually.

### Areas of Concern:

Creating meaningful opportunities for students to build connections with each other, their teachers, and school.

### Action Plan:

1. Affiliation and Bonding  
Connect students to the school through positive means ie: Student Recognition Assemblies and PTA Family Fun Nights.
2. Connect intermediate classrooms with primary classrooms in a "Classroom Buddy" program.
3. Teachers will promote social growth and positive character development through classroom, Student of the Month, and recognition.
4. Utilizing the RTI process, teachers share students in grade levels providing appropriate instruction to meet each student's needs. Classrooms rotate to each teacher in the grade level for a variety of instructional purposes based on district assessments. ELD students are provided specific instruction within their classroom/grade level to assist in learning English in a small group setting.

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Ralph Dunlap Elementary School

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## **Safe Schools Plan**

Orcutt Union School District

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2019/2020 School Year

Address: 1220 Oak Knoll Road  
Phone: (805) 938-8500

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<b>Member Name</b>	<b>Position</b>
Joe Schmidt	Principal
Brandi Glynn	Office Manager
Lee Berry	Custodian
Dana Borsch	Office Assistant
Shelley Robertson	Instructional Assistant - Resource
Alicia Johnson	Teacher
Aniko Taubenheim	Teacher
Heather Bouwmeester	Parent
Lori Barry	Parent
Melissa Johnson	Parent
Sara Alter	Parent
Morgan Day	Parent

## Mission Statement

---

### School Mission:

Ralph Dunlap Elementary School's mission is to have a learning community where students, staff and parents work in partnership to ensure a superior academic educational experience for students. All students will achieve their personal best in this collaborative environment that is equipped with the educational technology and resources to create life-long learners able to excel in a world of constantly changing technology, culture and social values.

### Ralph Dunlap School seeks to provide for all students:

- Safety arriving to and departing from school
- Safety in the classroom
- Safety on the playground
- Safety in the hallways
- Safety in the cafeteria/multi-use room
- Safety from bullying, harassment, prejudice

### Ralph Dunlap staff also promotes the following Guidelines for Success:

That our students will be:

- Respectful
- Responsible
- Value Everyone
- Engage in Learning

### Ralph Dunlap Staff Commitments:

- Be open to embrace changes and take risks.
- Celebrate and educate our students and each other.
- Be professional and accountable.
- Protect instructional time.
- Respect everyone's uniqueness and level of expertise.
- Be consistent in implementing student expectations.
- Be an encouraging, caring and supportive staff member.
- Be enthusiastic, positive, motivated, fun and creative.

The Safe School Committee shares a common feeling with our students, parents, and staff in that Ralph Dunlap School is a safe, supportive, nurturing environment for all children. This "safe school" perspective comes from a deep commitment, belief and cooperation from parents, community members, staff, district personnel, students, and law enforcement. In the development of this plan the Committee has followed the recommendations of the California Department of Education School Safety and Violence Protection Office document, Safe Schools: A Planning Guide for Action. In this document we will attempt to cover four major components including (1) Personal Characteristics of Ralph Dunlap's Students and Staff, (2) Ralph Dunlap School's Physical Environment, (3) Ralph Dunlap School's Social Environment, and (4) Ralph Dunlap School's Culture. This plan provides a template for maintenance of current programs and development of new programs to enhance the safety of our school.

## Vision Statement

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### School Vision:

Ralph Dunlap School has a rich tradition of outstanding student achievement. To continue this practice of excellence, we will maintain high expectations and promote academic superiority for all students through essential curriculum. We will create rich, varied experiences in curricular learnings that accommodate different learning styles and abilities. We will foster a positive school climate that results from a caring community which respects and values diversity and provides a nurturing environment for positive self-esteem. This environment will be orderly, safe, inviting and stimulating for all. We will create an atmosphere where the staff learns, works and shares as a collaborative team and where the leadership is supportive, encouraging and fosters positive changes. We will build a cooperative link between home, school and community, that recognizes and embraces the unique community in which we serve.





## Personal Characteristics of Students and Staff

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### Areas of Pride and Strength:

Students and their families are honored at bimonthly Student Recognition celebrations honoring student academic achievement and character.

Students are acknowledged by perfect monthly, trimester and yearly attendance.

Leadership and mentoring skills are fostered via the Big Buddies programs.

A physical education (PE) program in grades kindergarten through six, taught by a fully credentialed PE teacher, provides physical fitness instruction two times per week.

Weekly music instruction for all students in kindergarten through sixth grade is taught by a fully credentialed music teacher.

Weekly maker space and art instruction for all students in grades kindergarten through sixth grade.

Compass Learning, a computer based program, is utilized to provide intervention and enrichment opportunities for kindergarten through sixth grade students in reading, language arts and math after school three days a week.

Support service providers are in place for our students (i.e. SDC, Resource, and Speech).

Counseling services from an OUSD Counselor are available to the school.

Check, Connect, Respect, a truancy prevention program offered through Fighting Back Santa Maria Valley works with chronically absent students and their family to improve attendance.

The mainstreaming of Special Day Class and Deaf Hard of Hearing (D/HH) students into regular education classes has been a positive experience for all.

Health and well-being issues are taught during Growth and Development, Child Safe, Too Good for Drugs, and DARE instruction (6th graders).

Hearing and vision screening each fall is provided for our students by the District nurse, health assistants and parent volunteers.

A well defined Child Care Program meets the before and after school needs of our students.

Staff has the opportunity to review data from the California Healthy Kids Survey.

Staff attends professional development with various topics centered around teaching and learning.

One teacher and the principal attended the PBIS conference in Sacramento in the fall of 2018.

Teacher collaboration occurs on a weekly basis during "early release" Wednesdays.

Teachers have 90 minutes weekly to collaborate as a grade level and plan tier one instruction.

PTA sponsored Red Ribbon Week activities promote awareness of the negative use of drugs, alcohol, and tobacco and provide refusal strategies for all students.

PTA sponsored activities and "family nights" promote a strong connection between home and school.

### Areas of Concern:

Ralph Dunlap will support and build caring relationships among students, staff, and the school community.

### Action Plan:

1. Continue implementing Positive Behavioral Intervention and Supports (PBIS) training with whole staff.
2. Work with staff to develop a plan to organize a Noon Sports League for 4th-6th graders.
3. Explore additional service learning activities such as collection drives for the Good Samaritan Homeless Shelter, Santa Barbara County Animal Shelter and Military Troops.
4. Explore opportunities to develop school spirit (i.e. Spirit Days on Fridays, wearing school mascot spirit wear and flying classroom "spirit" flags, etc.).



## The School's Physical Environment

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### Areas of Pride and Strength:

School buildings and classrooms are well maintained. Necessary repairs are made promptly.

Monthly playground safety checks are completed and filed with the Maintenance, Operations, and Transportation department in the district.

The principal, teachers and classified staff provide for supervision as students arrive in the morning and depart after school.

The staff maintains an updated Emergency Response Plan. Evacuation, lock down, fire, and earthquake drills are executed on a regular basis.

Exit plans are posted in each classroom. In addition, every classroom/building has an emergency flip chart and a backpack filled with supplies.

The principal maintains vandalism logs, truancy logs and suspension/expulsion logs.

A Walk to School Day is organized by the PTA during the school year to encourage a community feeling, healthy habits and safe routes to school.

Playground boxes and playground equipment are monitored regularly for safety.

Student and staff restrooms are monitored regularly for cleaning and repair.

Eating areas on both playgrounds are monitored and table tops cleaned on a daily basis.

Students are taught about environmental education, and recycling is practiced school-wide.

Gates on the school's perimeter are locked during school hours.

The alarm system can be heard from all areas of the school campus.

Locks have been replaced allowing teachers and staff to lock classrooms from the inside of the room.

Teachers have access to phones in their classrooms.

A kindergarten before-school recess is monitored by a classified employee.

A garden statue honoring Dunlap's retired office manager is located near the office.

A rock honoring former principal Tony Brancato is featured in the front on the school.

Playground sand has been replaced with bark chips.

Classrooms are cleaned, sanitized, and vacuumed on a regular basis.

The administration wing and staff lounge is cleaned, sanitized, and vacuumed on a regular basis.

### Areas of Concern:

The Ralph Dunlap School community will continue to identify, address and resolve physical environment issues and concerns.

### Action Plan:

1. Work with OUSD landscaper to continue maintenance of trees, plants and lawn areas.
2. Cover open areas with mulch provided by parent volunteer to deter weed growth and improve look of areas.
3. Utilize garden grant to maintain school garden area with classroom involvement and parent support.
4. Require that all visitors and all volunteers "check in" with the office and receive badge/sticker before entering the campus.
5. Explore options for improving campus security after dark and on weekends to prevent vandalism and graffiti (i.e. video cameras, motion sensor lights, etc.).
6. Keep all campus gates locked during the school day.

## The School's Social Environment

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### Areas of Pride and Strength:

The principal is readily available to all members of the school community and is visible on campus and in classrooms.

The principal is supportive and involved in academic and character (social-emotional behavior) matters.

On a regular basis, the principal greets students and their families as they enter the school grounds in the morning and depart in the afternoon.

Expectations for student behavior are clearly communicated in the Parent Handbook and posted in classrooms.

The principal gives every grade level a Welcome Back School Expectations "talk" each fall.

Students are updated on school happenings, rules and expectations during daily morning announcements.

Teachers establish firm and fair classroom rules and consequences.

A new parent orientation, in August of each school year, welcomes Kindergarten families and other new families to Ralph Dunlap School.

Sixth grade parents are invited to attend a Jr. High orientation every May for their transitioning child.

Fall and Winter conferences promote shared goal setting between teachers and parents.

Digital citizenship is stressed. Students and parents sign an Acceptable Use Policy agreement before students access the Internet.

Teamwork is practiced during Big Buddy/Little Buddy program, Music program, Physical Education, maker space, art sessions and other Dunlap events.

Students are able to compete in academic and enrichment endeavors (i.e. Essay Contests, Spelling Bees, Battle of the Books, Author go Round, California Reads program, Math Super Bowl, and PTA Reflections).

Students have opportunities to hold leadership roles on the school campus through membership in the , Recycling Program, Office Assistants and Big Buddies.

Theme days are planned by the Dolphin Squad to promote school spirit and a fun sense of community.

Assemblies, field trips, "Walk through..." programs, 6th grade Outdoor School and the Science Fair are outstanding ways students receive "hands on" learning experiences.

Regularly scheduled PTA activities bring the school community of parents, students and staff together for "Family Fun nights" and other social activities (i.e. Fall Festival, Reflections Night, Family Movie Night, Family Science Night, Family Bingo

Nights, Jog-a-Thon, etc.)

PTA and business sponsors provide financial support to school academic programs, field trips and special projects.

The school is open after hours and weekends for use by many community organizations (i.e. soccer, rugby, basketball and baseball teams, boy and girl scout groups, 4-H groups, etc.)

### Areas of Concern:

Ralph Dunlap staff strives to make our school a welcoming learning environment where students feel connected with their teachers, their peers, and the other adults.

### Action Plan:

1. The principal will make regularly scheduled visits to classrooms to "drop in", make observations and also discuss student behavior when necessary.
2. School staff will proactively monitor "hot spots" in the hallways and on the playground for inappropriate behavior.

3. Counseling services will be offered by an OUSD Counselor and Fighting Back Santa Maria Valley - Check/Connect programs to teach coping and social skills to identified students.
4. Student anger issues will be addressed through counseling services and the site Psychologist.
5. Positive Behavior Intervention Support (PBIS) training for the entire staff.
6. The principal will coordinate with district personnel to plan a bus evacuation drill consisting of instruction in bus rules, expectations and emergency procedures.
7. The principal will continue to hold fire, earthquake, lock down, shelter in place, and disaster preparedness drills for staff and students.
8. Continued efforts will be made to minimize classroom disruptions thus maximizing instructional time.

## The School's Culture

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### Areas of Pride and Strength:

The belief at Ralph Dunlap School is that every student matters and counts! This belief promotes a sense of connectedness, belonging and community.

Ralph Dunlap students are connected and involved in the school and parent involvement is highly encouraged and supported.

The principal is visible, approachable and attends PTA and other school events.

Staff possesses high standards and expectations for all students.

Staff at Ralph Dunlap strongly feel that every child on campus is "their" child and their responsibility.

Teachers participate in professional development opportunities throughout the year.

Teachers meet in grade level Professional Learning Communities to discuss standards, student learning, during Wednesday early release

Teachers meet for 90 minutes weekly as a grade level to discuss and plan tier one instruction.

There is a strong partnership between staff and all stakeholders.

A "New Parent Orientation" is held prior to the opening of the school year.

The office staff creates a "welcoming", friendly, helpful and supportive atmosphere.

There is a close rapport among staff members.

Student Success Team meetings bring staff and parents together to discuss how to assist struggling students.

Compass Learning, an on-line computer program, provides intervention support supervised by an Intervention Teacher, after school three days a week.

Students in grades Kindergarten through 6th receive reading intervention support four days a week by an Intervention Teacher.

Several staff members are trained in Crisis Prevention and Intervention (CPI).

Student award programs recognize students for outstanding character development and are scheduled on a bi monthly basis.

Students in Kindergarten through 6th grade are recognized and honored for perfect monthly, trimester and yearly attendance.

Upper grade students mentor primary grade students via a "Little Buddies" tradition.

The PTA supports classroom instruction, field trips, and assemblies and provides resources for student enrichment and campus beautification.

School-home communication takes many forms: Friday folders, school on-line newsletter, ParentSquare, classroom newsletters, monthly PTA newsletters, parent-teacher conferences, phone calls, social media, email, etc.

All parents accessed the Aeries student information system for the fall 2019 enrollment process.

Aeries offers parents the ability to view student progress (grades), district and state assessments, and other information from home.

Efforts continue to develop, maintain and enhance a Ralph Dunlap school garden.

Implementation of Positive Behavior Interventions and Supports (PBIS).

### Areas of Concern:

The Ralph Dunlap School community will work together to support a comprehensive school wide approach to overall "connectedness," safety and learning.

### Action Plan:

1. Staff will continue to collaborate with PTA about how best to welcome new students and their families to Ralph Dunlap School.
2. Continue to support the PTA on family oriented events and parent education topics.

3. Staff will promote social growth and positive character development through school-wide Dynamite Dolphin positive incentive tickets, Student Recognition, Perfect Attendance recognition, and Positive Referrals to the principal.
4. The staff will continue to develop their California State Standards and textbook adoption proficiency to focus instruction, assess student learning, and provide intervention and enrichment opportunities as a result of data analysis. These talks will occur during weekly PLC time.
5. The principal will provide teachers with NWEA and DIBELS assessment data to help them analyze student performance and to plan instruction based on such analysis.
6. Teachers will meet in Professional Learning Communities, weekly, to collaborate and focus on essential standards, common assessments, student results and student learning.
7. Teachers will continue to align grade level "essential standards" with California's State Standards.
8. Teachers will continue to attend training for curriculum implementation, best practices, and RTI practices.
9. Staff will develop a deeper awareness of and proficiency with on-line programs for student learning.
10. Additional teachers will be encouraged to apply for the Digital Media Academy and combination teachers will be encouraged to apply for the Ipad Academy and thus utilize technology for student created projects.  
Teachers not involved in the Digital Media or Ipad Academy will be encouraged to utilize the Chrome Book Cart purchased by Ralph Dunlap PTA.



## Appendix

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### Board Policy and Administrative Regulation

- a. BP 0450 (a)- Comprehensive Safety Plan
- b. BP 5131.2 - Bullying
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- b. Discipline Summary
- c. Attendance Summary
- d. Notifying Teachers of Dangerous Pupils
- e. Discrimination and Harassment Policy

### School Information

- a. School Accountability Report Card
- b. Safe School Questionnaire
- c. Safe Schools Planning Checklist
- d. Electronic Network User Agreements (Students and Staff)
- e. California Healthy Kids Survey



Lakeview Junior High School

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# **Safe Schools Plan**

Orcutt Union School District

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2019-20

Address: 3700 Orcutt Road  
Phone: (805) 938-8600

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Member Name	Position
Jonathan Dollahite	Principal
Janinne Salinas	Vice Principal
Hailee Taylor	Student
Paige Taylor	Student
Keri Kirkland	Teacher
Elizabeth Cutler	Teacher
Maria Del Carmen	Teacher
Traci Dugan	Parent
Rachel Detter	Parent
Kris Heredia	Parent

## Mission Statement

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Lakeview Staff believes all students can learn. To achieve learning for all we agree to the following commitments:

- Provide a safe environment for all students and staff
- Address the needs of the whole child, academically, socially, emotionally and physically
- Build a strong connection to school for all students
- Adapt instructional practices to meet the changing needs of all students

## Vision Statement

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Our VISION is that all students at Lakeview Junior High School will experience equal access to a well-balanced, challenging education designed to prepare them to think, communicate and achieve to their fullest potential academically, socially, and personally.

VISION DEFINED:

### DREAM

- Think outside the box
- Strive for better
- Imagine a better you
- Consider the possibilities
- Keep doors open
- Be Limitless
- See yourself beyond the now

### BELIEVE

- Believe in yourself
- Believe in one's self to achieve goals
- Have confidence in yourself
- Believe in what your senses are telling you
- Believe in positive intentions
- Believe others care
- You can be an active participant in your future

### ACT

- Take action and complete tasks!
- Behave Responsibly!
- Take Positive Risks!
- Keep up on Schoolwork!
- Treat people the way you want to be treated!
- Don't give up, keep trying, make adjustments!

## ACHIEVE

- Feeling successful when meeting (short term and long term) goals
- Pride and confidence in what we achieve
- Demonstrating learning with improved grades and/or new skills.
- Extend knowledge beyond school.

“If it does not challenge you, then it doesn’t change you.”

## Personal Characteristics of Students and Staff

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### Areas of Pride and Strength:

- The staff is well qualified, cohesive, innovative, and flexible.
- The principal and assistant principal are very supportive.
- The students are proud and cooperative.
- The community, parents and PTSA are very active and involved.
- The special education program is both inclusion and pull out. Special education students receive as many of their services within the general education classroom, along side their peers, as appropriate.
- Students give daily morning announcements and when necessary followed by a principal's announcement.
- Before school activities include enrichment classes and periodically math support classes.
- Numerous lunchtime activities (makerspace, pep rallies, music, tutoring, spirit competitions, library, etc.) are available for all students.
- A wide variety of elective courses are offered to infuse learning with technology, visual and performing arts, and career/real-world connections.
- After school activities include cheerleading, a homework center, maker space, and school sports are available for all students.
- 100% of the full time teachers have obtained SB 395, SB 1969, CTET, CLAD or BCLAD certification.
- New staff members are paired with an onsite veteran teacher, in their curricular area, to facilitate transition to their new work environment. Teachers new to the District participate in the County Office of Education Teacher Induction Program along with a teacher mentor.
- New students are welcomed by the office staff and administration, then paired with a same grade student, and are given a tour of the school including a walk-through of their classrooms.
- Lakeview School has a website and staff homework websites for Home/School Communication and an electronic bi-weekly parent/staff newsletter is sent home by the principal.
- The Aeries Parent Portal provides access for parents to see current grades for each class.
- Phones in every classroom allow for voice mail capabilities.
- Parent nights at Lakeview (Back-to-School, Open House, Teacher/Parent Conferences, etc.) are well attended.
- Utilizing a Lakeview Student Handbook (developed by Lakeview staff) and a "Student Rights and Responsibilities" Handbook (developed by district personnel), students and parents are made aware of all school rules within the first two weeks of school (attendance, suspension and/ or expulsion policies, dress code, discipline procedures, sexual harassment, etc.).
- Child Safe workshops over a three-day period are conducted yearly for seventh grade students and parents.
- The staff has built and sustained Professional Learning Communities to enhance staff collaboration and student achievement.
- The district and school have addressed the heavy backpack issue by purchasing and sending home with every student a set of classroom books.
- A Saturday School program was implemented as an option to off-campus suspension and an attempt to keep students eligible for graduation ceremony .
- The staff opens their classrooms for students during lunch, before school and after school.

### Areas of Concern:

Continue to develop and maintain a family feeling on our campus. We strive to create an environment in which our students feel comfortable, cared for, and challenged to do their best. The culture of our school needs to be one that cares about each other. We must continue to find ways to meet the social, developmental, emotional, and athletic needs of each of our students.

### Action Plan:

1. Explore ways to improve meaningful participation for all students.
2. Continue to evaluate existing discipline policies particularly in reference to disruptive students and alternative disciplinary measures.
3. Continue to explore ways to meet the needs of those students who have not yet met standards.
4. Continue to develop opportunities to reward good behavior through incentive programs.



## The School's Physical Environment

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### Areas of Pride and Strength:

- School buildings and classrooms are well maintained and attractive (especially considering the age of the school).
- Staff members annually review and update the School Disaster Plan.
- The campus is partially fenced (i.e. unwanted visitors are observed and dealt with).
- The school is located in an area that is easily observed by passing motorists on a local freeway and surface street.
- A central Quad area allows our students to socialize in an area easily monitored by staff.
- The gym and fitness area are a source of school and community pride. The gym is not only used for junior high activities, but also by our district for district wide events, local youth sport groups and by the Santa Maria Parks and Recreation Department. School and field facilities are shared by other schools and community programs.
- Disaster drills, including earthquake, fire and intruder alert, are placed on the calendar and coordinated closely with the School and District Disaster Plans.
- A duty schedule is posted weekly. Teachers are on duty before, during and after school for student safety.
- Soccer and softball fields are continually used by the community and the school.
- The district worked with the school to construct a walkway on the south side of campus so the students could bypass an unsafe hill which created a traffic blind spot on an adjacent street (Harsin Street).
- The PTSA and school worked together to provide a covered outdoor lunch area to provide students another place to eat on campus.
- The PA system can be heard from all areas of the school campus.
- Locks have been replaced allowing teachers and staff to lock classrooms from the inside.
- There are two marquees in the front of the school which have information for parents and students about school events and is updated weekly by ASB students.
- Emergency backpacks have been placed in classrooms, gym, fitness center and multi-use room. Each teacher also has an emergency backpack filled with supplies and emergency flip chart.
- ASB has developed a successful recycling program.

### Areas of Concern:

An area of concern is to upgrade the eating area for our students. Additional tables, trees, and landscaping for students will enhance the beauty of our campus. Classroom furniture needs to be continually upgraded. We also must concentrate on how technology is integrated in our classes. Examine safety aspects of our campus and explore possible improvements.

### Action Plan:

1. Administrators, with help from the California Highway Patrol and the Santa Barbara County Planning Department, will investigate long-term solutions to heavy traffic problems in the school parking lot and frontage road before and after school.
2. The school and ASB will continue to search for ways to improve student pride so acts of vandalism are reduced and reported in a timely manner.
3. Continue to work with the Orcutt Youth Softball Association (OYSA) to maintain the softball fields and the adjacent parking areas.

4. Examine safety concerns on campus related to our Intruder drills at all times during the day (including nutrition break, lunch, and passing times).
5. Conduct regular staff discussions regarding our reactions to crisis events. This would include all disaster and safety drills.

## The School's Social Environment

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### Areas of Pride and Strength:

- Active and innovative administrators who are skilled in participatory management.
- Lakeview Junior High School is a closed campus. Parents or visitors on campus must wear an identifying badge.
- Twice a month an electronic newsletter informs parents and families about school activities.
- Lakeview holds high expectations for our students and provides numerous opportunities for each student to succeed. Teachers are available before and after school to assist students.
- ASB sponsored activities give students positive activities during the lunch hour.
- Various school teams and before and after school activities are available to all students, including basketball, track, volleyball, cheerleading, drama, etc.
- The PTSA and the School Site Council are active parent/student/teacher organizations on campus.
- Numerous school and/or PTSA sponsored activities are offered on a regular basis (assemblies, night dances, spirit weeks, etc.).
- The school has a flexible schedule. Four days of the week are devoted to a regular schedule. One day a week is a PLC/SEO schedule which allows additional student intervention and professional collaboration.
- The school operates on a quarter/semester schedule, with four quarters and two semesters in the year. Each quarter is approximately ten weeks in length. Progress reports are issued at least once at mid- quarter and report cards are issued at the end of each quarter. Parents can pick up their student's report card at Parent/Teacher/Student Conferences held in the gym in quarters one, two and three.
- Professional Learning Community (PLC) days have been built into the schedule to give teachers time to meet and collaborate on curriculum and assessment.
- The ASB has a program called COTY (Class of the Year) to foster team building, cohesiveness and overall school spirit.
- Positive incentive and recognition programs encourage good behavior (Front of the Line passes, In N Out certificates, etc.).

### Areas of Concern:

To continue to address the social environment we create for our students at Lakeview. Find ways to enhance the presence and leadership of our ASB. Continue to develop and explore additional ways to keep our school vibrant and exciting for our students.

### Action Plan:

1. Investigate the possibility of introducing new programs to address student needs (peer counseling, student mediation, etc.).
2. Improve the use of identification badges by all staff members.
3. Review all counseling services for our at-risk students.
4. Improve and expand our character education practices on campus.
5. Examine the anti-bullying programs and assemblies available to schools. Talk about bullying with our staff and students more often.
6. Use PBIS to assess areas of concern from the students' point of view.

## **The School's Culture**

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### **Areas of Pride and Strength:**

- There is a rigorous program for all students with high expectations and the opportunity for all students to succeed.
- Consistent behavioral expectations are in place.
- There is a very active ASB who sponsors many spirit days throughout the school year to encourage school spirit and student involvement.
- A Lakeview Newsletter is published bi-weekly and sent electronically to over 500 parents.
- A community liaison is available to help communicate with our Spanish speaking parents and members of the community.
- A Community Interview Day is offered during the year to develop a link to the community.
- An SST/ATC process is in place to ensure identification of at-risk students' needs and to foster collaboration to assist student learning.
- Student recognition (Student of the Quarter, Honor Roll and improved GPA) programs, with parent involvement, recognize students for improvement and success.
- Positive incentive programs are in place to reward and encourage good character and behavior.

### **Areas of Concern:**

- Increase involvement in school wide activities by our students.
- Positive incentive programs are in place to reward and encourage good character, behavior and academic achievements.

### **Action Plan:**

1. Development and enforcement of clearer expectations for appropriate dress and behavior.
2. Development of strategies to build a sense of family within the school (i.e. every child can succeed and every child is important).
3. Explore practices to involve more students in our ASB activities.
4. Continue character education building activities. Explore other activities that will help us.

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Orcutt Junior High School

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# **Safe Schools Plan**

Orcutt Union School District

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2019-2020

Address: 608 Pinal Street  
Phone: (805) 938-8700

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## **School Safety Committee**

<b>Member Name</b>	<b>Position</b>
Kelly Osborne	Principal
Michelle Boyd	Vice Principal
Ernie Salinas	Teacher
Kacie Jackson	Teacher
Tania Griffith	Community Liaison
Jennifer O'Kane	Classified
Teresa LuaPerez	Parent/ELAC Representative
Carly Hernandez	Parent
Emma Sheldon	Student/ASB
Hailey Blackburn	Student/ASB



## Mission Statement

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The mission of Orcutt Junior High School is to ensure the educational success of all students by maintaining high expectations, a safe learning environment, a commitment to excellence, and comprehensive programs which empower students to reach their fullest potential as responsible and productive citizens in a continuously changing world.

## Vision Statement

---

We envision an Orcutt Junior High School where

Students come first on a campus that

- Provides a caring and supportive environment
- Has high expectations for achievement and conduct of all members of the school community
- Accommodates individual needs in a timely manner

All students and staff learn through access to

- Rigorous core curriculum in all disciplines
- Current technology and ongoing training in the use of that technology
- Extracurricular and professional development opportunities

Communication among all members of the campus community is promoted through

- Formal and informal processes for staff communication/idea sharing
- Ongoing opportunities for students to develop and exhibit communication skills
- Active parental participation in the education process

Our campus environment accommodates the needs of our population by

- Instilling and fostering school pride
- Providing a clean, safe campus
- Maintaining well designed and arranged classrooms
- Promoting an ongoing campus beautification program

The Safe School Committee shares a common feeling with our students, parents, and staff in that Orcutt Junior High School is a safe, supportive, nurturing place for children. This “safe school” perspective comes from a deep commitment of cooperation from parents, community members, staff, district personnel, students, and law enforcement. In the development of this plan the Committee has followed the recommendations of the California Department of Education School Safety and Violence Protection Office document, Safe Schools: A Planning Guide for Action. In this document we will attempt to cover four major components including (1) Personal Characteristics of Students and Staff,

(2) The School’s Physical Environment, (3) The School’s Social Environment, and (4) The School’s Culture. This plan provides a template for maintenance of current programs and development of new programs to enhance the safety of our school.

## Personal Characteristics of Students and Staff

---

### Areas of Pride and Strength:

- OJHS has three Special Education Day Classes serving students with severe physical and learning challenges, and one Deaf and Hard of Hearing class.
- OJHS students are accustomed to working with peers of varying abilities.
- A supportive, caring, and involved staff.
- Classrooms open before school, at lunch, and after school for additional help.
- Careful and complete at-risk student identification process.
- Positive communication with feeder schools regarding students.
- Intervention programs for students with special needs or attention.
- A comprehensive Physical Education/ Health program offered to all students.
- Proud and cooperative students.
- Involved parents, PTSA, ELAC, and community.
- Elective selections within student schedules.
- ASB activities, fundraisers, school spirit days, and assemblies.
- School dances three times a year.
- Intervention classes for reading and mathematics.
- Staff has incorporated academic language, Critical Thinking, STEAM, Close Reading, and sentence frames as a part of daily instruction.
- Full inclusion special education program.
- Morning video announcements by the Journalism class.
- After school activities include cheerleading, SLED, Robotics, homework/tutoring club, band/drum line and competitive sports teams.
- 100% of the full time staff members have obtained SB395, SB1969, CLAD or BCLAD certification.
- ASB provides leadership opportunities for students.
- The breakfast and lunch program feeds hundreds of students daily.
- We provide a healthy snacks nutrition break every day.
- Health, dental, vision, and scoliosis screening take place every year.
- New students are welcomed by the office staff and principal and are then paired with an Orcutt student and are given a tour of the school.
- Orcutt Junior High website and Parent Square are used regularly for Home/School Communication.
- Phones in each classroom allow for voicemail capabilities.
- PTSA sponsored Red Ribbon Week activities promote drug, alcohol, and tobacco awareness and refusal skills for all students.
- The staff has built and sustained Professional Learning Communities to enhance staff collaboration and student achievement.
- Child abuse workshops over a three day period are conducted yearly for seventh grade students and parents.
- Utilizing an Orcutt Junior High School Student Handbook (developed by the school staff) and a "Student Rights and Responsibilities" Handbook (developed by

District personnel), students and parents are made aware of all school rules within the first week of school (suspension and/ or expulsion policies, dress code, discipline procedures, sexual harassment, etc.).

**Areas of Concern:**

School Culture and prior year discipline rates (specifically disruptive behavior) for classroom as well as throughout the campus.

**Action Plan:**

1. Continue to develop staff professional growth opportunities.
2. Continue to evaluate existing discipline policies particularly in reference to disruptive students and alternative disciplinary measures.
3. Constantly review dress code policy for students, and make concessions if appropriate.
4. Healthy choices and positive peer relationships are a focus in 7th grade Health classes and Physical Education. At least two of the lessons will be facilitated by the School Counselor.
5. Upgrade and improve the overall facility.
6. Expand the use of technology in the classroom.
7. Explore ways to improve meaningful participation, and positive behavior choices for all students.
8. Incorporate various Response to Intervention strategies as outlined by the Mike Mattos professional development trainings.
9. Encourage use of Bully Button on school website and QR Code to anonymously report bullying on campus.
10. Promote with students and staff the idea of "If you see something, then say something" as a means for early intervention of students in a crisis.

## The School's Physical Environment

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### Areas of Pride and Strength:

- ✓ The school buildings and classrooms are well maintained and painted. Modernized Room 1 functions well for both Science and STEAM. Room 28 has been named the "Mustang PRIDE" classroom and is used for PBIS activities.
- ✓ Students plant and maintain a school garden and planter beds around the campus.
- ✓ The principal, vice principal and teachers provide for sidewalk safety and traffic flow in the parking lot as students arrive in the morning and depart in the afternoon.
- ✓ The campus is secured by an alert staff (we have no fences on the school perimeter); unwanted visitors are quickly observed and confronted.
- ✓ The staff maintains an updated School Disaster Plan. Evacuation drills are called on a regular basis.
- ✓ The parking lot has been redesigned and traffic patterns modified to improve on student safety needs.
- ✓ The administration maintains vandalism logs, truancy logs, and suspension/expulsion logs.
- ✓ Student and staff restrooms have been modernized and are monitored regularly for cleanliness and good repair.
- ✓ We have a designated Gender Neutral restroom with appropriate signage. Another restroom has a handicap button to operate the door.
- ✓ Locks have been replaced allowing teachers and staff to lock rooms from the inside.
- ✓ Disaster drills, including earthquake, fire and intruder alert, are placed on the calendar and coordinated closely with the school and district disaster plans.
- ✓ A school wide evacuation drill is coordinated by the district.
- ✓ The alarm system has been upgraded and can be heard from all areas of the school campus.
- ✓ Our gym and fitness lab are a source of school and community pride. The gym is not only used for junior high activities, but also by Orcutt Academy High School, local youth sport groups, and by the Santa Maria Parks and Recreation Department.
- ✓ The school is viewed by the community as their park.
- ✓ Durable, numbered signs that represent classroom numbers have been posted on back fence for drills and emergencies.
- ✓ Emergency Management Guides are in every classroom and used with every school safety drill.

### Areas of Concern:

A safe, secure, and student friendly campus to facilitate school spirit, and connectivity.

### Action Plan:

1. Trim trees as needed to avoid limbs falling.
2. Continue upgrades to Makerspace and Library.
3. Replace/refurbish Fitness Center equipment.
4. Continue to stagger the parking location of the school buses after school in order to block the traffic from driving through the parking lot.
5. Utilize sandwich-board type signage to communicate the parking and traffic restrictions of our parking lot.
6. Implement PBIS Rewards to encourage students to make positive choices (PRIDE).

7. Research and possibly install devices to detect vaping in the school restrooms.
8. Install a water filtration system on the campus for the purpose of filling personal water bottles.
9. Set-up a student store to redeem PBIS Rewards points.
10. Display PRIDE behavior expectations around the campus.

## The School's Social Environment

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### Areas of Pride and Strength:

- ✓ Orcutt Junior High School is a closed campus. Parents or visitors on campus must wear an identifying badge.
- ✓ Orcutt holds high expectations for our students and provides numerous opportunities for each student to succeed.
- ✓ Students exhibiting positive choices are electronically issued PBIS Rewards points.
- ✓ Teachers open their classrooms before school, at lunch and after school.
- ✓ Makerspace and Library are available to students throughout the school day.
- ✓ ASB sponsored activities give students positive activities during the lunch hour.
- ✓ Various school teams and before and after school activities (basketball, track, volleyball, cheerleading, Robotics, band/drum line, etc.)
- ✓ The school's administrators are actively involved in curricular matters, are readily available to all members of the school community, and are visible on campus.
- ✓ On a daily basis, the administrators greet students as they enter the school in the morning, during lunch, and when they depart in the afternoon.
- ✓ Parent-Teacher Conferences are held three times during the school year in the gymnasium to promote shared goal setting between teachers and parents.
- ✓ Regularly scheduled activities bring parents, students, and staff together for social activities.
- ✓ The PTSA and the School Site Council are active parent/student/teacher organizations on campus.
- ✓ Student trips are offered to high achieving students in both seventh and eighth grade.
- ✓ The school operates on a quarter/semester schedule, with four quarters and two semesters in the year. Each quarter is nine weeks in length.
- ✓ Progress reports are issued mid-quarter and report cards are issued at the end of each quarter. Parents can pick up their student's report card at the

Parent/Teacher conferences held in the gymnasium and they are mailed home.

- ✓ Bully Button on the school's website is available to report incidents. QR Code is also posted around campus.
- ✓ Professional Learning Community (PLC) days meet every Wednesday morning; teachers collaborate on curriculum, assessments, and student learning.
- ✓ A recycle program promotes a clean campus.
- ✓ Active participation in the district attorney's truancy program for Santa Barbara County.
- ✓ 7th graders attend a WOW day prior to the first day of school to get introduced to the school campus and staff. Students are introduced to our PRIDE acronym which focuses on positive behavior expectations.
- ✓ Leadership committee reviews results from the California Healthy Kids Survey and plans accordingly.

### Areas of Concern:

Student activities designed to make kids feel safe and connected at school thus decreasing truancy rates in both grade levels.

### Action Plan:

1. Utilize the services of a full-time Counselor for students needing academic and social/emotional support.
2. School site management will continue to provide for safety and disaster preparedness activities and drills.

3. Continue efforts to minimize classroom disruptions; instructional time will be maximized.
4. Train Leadership Team and site administrators on Positive Behavioral Interventions and Supports (PBIS).
5. Continue the changed bell schedule to create a 7th period block four days per week to provide enrichment and intervention lessons.
6. Implement restorative approaches to student discipline.
7. Create opportunities for students to be problem solvers. Implement Students Leading Education (SLED) program.
8. Continue to support and expand Project Apple - a community service elective that uses Apple apps to execute the projects.
9. Provide students with a minimum of three Digital Citizenship lessons throughout the school year.
10. Routinely consult with School Psychologist regarding students with social and emotional challenges.

## The School's Culture

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### Areas of Pride and Strength:

- There is a rigorous program for all students with high expectations and the opportunity for all students to succeed.
- Parents and students regularly report that they feel “connected” to the school.
- The PTSA supports classroom instruction, provides field trips, schedules and finances assemblies, and provides resources for school beautification.
- Consistent behavioral expectations aligned with Mustang PRIDE are promoted.
- A strong, consistent dress code policy is enforced.
- There is a very active ASB and Student Body involvement in Community Service projects.
- The ASB sponsors many spirit days throughout the school year to encourage school spirit and student involvement.
- School principal sends out a Bi-monthly bulletin to parents for purpose of keeping parents up to date on school activities.
- An Orcutt “Mustang Madness” newsletter is published by students every month.
- A Community Interview Day is offered during the year to develop a link to the community.
- Intervention and enrichment classes are offered for identified students and students wishing to expand their educational experiences.
- Our morning video announcements set the tone for the day with spirited students reporting the school news.
- Our PE program has fitness programs and activities designed for all students.
- Our cafeteria provides lunches and nutrition snacks that please all our students.
- Teachers take a serious interest in the lives of their students.
- Student recognition programs take place regularly such as PBIS Rewards, Student of the Month, Honor Roll, and others.
- An SST program is in place to ensure early identification of and collaboration to assist learning needs.
- Students help maintain a clean and orderly campus.
- Teachers and parents maintain high standards and expectations for all students.
- Mass text, email, and phone message lists have been generated to inform parents of upcoming dates and events such as progress reports, parent conferences,

Back to School Night, etc.

- Student discipline is an opportunity for reflection, restitution, and personal growth.

### Areas of Concern:

Communication among all stakeholders to enhance and improve school culture.

### Action Plan:

1. Continue to improve communication with parents via ParentSquare, e-mail, newsletters, school websites, Aeries portal, school newspapers, etc.
2. Use feedback from feeder schools to be proactive in student placement.
3. Utilize the services of the Community Liaison.



4. Facilitate a minimum of four ELAC meetings. An ELAC representative will participate on the School Site Council and DELAC.
5. Expand the use of Aeries to increase communication between staff and administration.
6. Continue professional growth opportunities for all staff members.
7. Continue to make parents feel a part of the school events.
8. Expand the use of ParentSquare for the vast majority of school communication.
9. Encourage parents and guardians to use ParentSquare to create a dialogue between themselves and the school's staff.
10. Raise funds to purchase a digital marque for front of school.

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Orcutt Academy K-8 Campus

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## **Safe Schools Plan**

Orcutt Union School District

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2019-2020 School Year

Address: 480 Centennial Street, P.O. Box 161, Los Alamos, CA 93440  
Phone: 805-344-2401

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## **School Safety Committee**

<b>Member Name</b>	<b>Position</b>
Joe Dana	Principal
Kathleen Stevenson	Office Manager
Stacey Lovell	Teacher
Neeta Birdsall	Teacher
Ernesto Vela	Custodian
Matthew Fenske	Parent/SB County Sheriff's Department
Brad Gitchell	OUSD Director of Maintenance and Operations
Roy Dugger	City of Santa Maria Emergency Services Specialist

## **Mission Statement**

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"Safe schools are orderly and purposeful places where students and staff are free to learn and teach without the threat of physical violence and psychological harm. They are characterized by sensitivity and respect for all individuals (including those of other cultural and ethnic backgrounds), an environment of nonviolence, clear behavioral expectations, disciplinary policies that are consistently and fairly administered to students; affiliation and bonding to the school support and recognition for positive behavior, and a sense of community on the school campus. Safe schools also are characterized by proactive security procedures, established emergency response plans, timely maintenance, cleanliness, and a nice appearance of the campus and classrooms."

Taken from "Safe Schools: A Planning Guide for Action"  
California State Department of Education

## **Vision Statement**

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While maintaining its current positive practices, the Orcutt Academy will implement action plans to provide an emotionally and physically safe school environment for all students, staff, and visitors.

## Personal Characteristics of Students and Staff

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### Areas of Pride and Strength:

Teachers emphasize character education with students. A character trait (e.g., “Honesty”, “Compassion”, etc.) is taught each month. Character Awards are part of the student recognition program.

Leadership, community service, and mentoring skills are fostered via student family groups, the ASB, and campus clubs and teams.

The ASB promotes school spirit by planning schoolwide “spirit days”.

A Campus Connection childcare program is available to students both before and after school. The program is located at Pine Grove School.

The school has a continuum of support available for students with academic, behavioral, and other needs (i.e. Resource, Speech, counseling, and other services).

PTSA sponsored activities and “family nights” promote a strong connection between home and school.

Health and well-being issues are taught during Growth and Development, ChildSAFE lessons, Too Good for Drugs, and Drug Abuse Resistance Education (DARE).

The size of the school enables all staff to know all of the school’s students. Staff feel connected to all children, not just the children in their respective classrooms.

Students are taught about environmental education, and recycling is practiced school-wide. The OAK-8 FIRST Robotics Team initiated the addition of two recycling bins for the playground.

Extracurricular sports offerings include volleyball, basketball, and track. Lunchtime sports also are an outlet for students in grades 3-8.

During the 2018-2019 school year staff participated in a series of tabletop scenarios to consider how they would respond to various emergency situations. The scenarios were well received.

This school year began with a staff development day about social-emotional learning by Doug Fisher, an expert on the topic. The day was well received.

### Areas of Concern:

1. This is the fifth year for OAK-8 on the Los Alamos campus it shares with Olga Reed School. Students, families, and staff desire to preserve their unique “OAK-8” school identity and culture even while sharing a campus with another school.

2. Special attention needs to be paid to making sure OAK-8 and Olga Reed continue to share a campus harmoniously and with a focus on the best interests of students. As possible, it is helpful to plan joint ventures involving both schools.

3. Staff would like to continue to drill for emergency situations and to reflect on site implementation of district emergency procedures.

4. Staff would like to expand their knowledge of social-emotional learning.

**Action Plan:**

1. Continue the school start-of-school-day ritual of meeting as a group for school announcements, the Pledge of Allegiance, the Spartan Creed, and calisthenics. Maintain a morning recess that is for OAK-8 students only. Continue to plan activities such as field trips that are for OAK-8 only. Continue to plan regular activities for student family groups consisting of one student in each of grades TK-8 (9-10 students per group). The groups will meet periodically to accomplish a variety of tasks, including group discussions, art, games, and cooperative learning. The groups are intended to encourage leadership skills in older students, improve cross-age communication, and facilitate problem solving. Importantly, the student family groups will keep OAK-8 students connected across classrooms. Finally, staff and PTSA will continue to plan an end-of-year school outing at the nearby Los Alamos County Park or the Orcutt Community Park.
2. Continue joint staff meetings at which staff from OAK-8 and Olga Reed can review and discuss issues pertaining to having two schools share a campus. The school principal will continue to provide regular communication, so staff from each school know what is happening at the other school. Staff will continue to organize lunchtime sports activities, dances, music/arts activities, field trips, and other activities that bring together students from the two schools. Continue to offer volleyball and track teams that include junior high school students from both schools.
3. Continue to implement emergency drills for emergency situations such as fire, earthquake, lockdown, shelter-in-place, etc. The principal will attend a workshop on the procedure for an active shooter.
4. Staff will do a book study on the book "All Learning is Social and Emotional," by Doug Fisher.



## The School's Physical Environment

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### Areas of Pride and Strength:

OAK-8 has access to quality facilities on its Los Alamos campus. In addition to its five classrooms and the office, OAK-8 has a classroom -- a "Discovery Room" -- that is devoted to hands-on learning in science and the arts as well as academic intervention. OAK-8 also has access to the rest of the campus, which includes a cafeteria, a gym, a library, a computer lab, a science lab, a playground, a tennis court, a track, a field, and a school garden.

Over the summer, the district installed perimeter fencing and gates (funded by Measure G) that have enabled the campus to be secured during the school day. In association with this improvement, the two schools have combined their offices and now have one centralized office. Staff are appreciating a new, centralized staff lounge for both OAK-8 and Olga Reed. And parents appreciate a new sign posted above the gate that includes the Orcutt Academy name.

Although some of the facilities are deteriorating and can be modernized (see "Areas of Concern"), the facilities in Los Alamos generally are kept up well. The school custodians provide regular attention to facilities, and the district's maintenance department and grounds crew do an excellent job with maintenance of facilities and grounds. Work orders are responded to with promptness and proficiency.

Earthquake, lockdown, shelter-in-place, and fire drills are practiced throughout the school year. The school is located just blocks down Centennial Street from a Santa Barbara County Fire Station.

The school has a detailed emergency response plan. Exit plans are posted in each classroom. In addition, every classroom/building has an emergency binder and a backpack filled with supplies.

Staff and volunteers wear ID badges.

After considerable modernization work in 2014, the gymnasium is in very good condition. Among other improvements, the gym received new roofing, new ceiling tiles, new seismic supports, new lighting, and new windows. This is important, as the gym will be a place for school assemblies, school performances, P.E., indoor recess on rainy days, and much more.

Most classrooms on campus, including all OAK-8 rooms, have heating and air conditioning. This is valuable in an area that has a wide disparity of temperatures (from mid-20s to 100-plus) during the school year.

The school garden is a focal point for student learning and fun with regard to agriculture, gardening, science, and healthy food choices.

The middle sandbox (the sandbox with swings and some play equipment) has been filled with a fresh shipment of fibar (wood chips). Students are appreciating the newer, softer, more safe fall area.

The district has installed automated external defibrillators (AEDs) on campus.

### Areas of Concern:

1. Many of the facilities are in need of modernization and/or repair. Rooms 9-14, which are older modular classrooms, have been suffering roof leaks and water damage following rainstorms. In addition, the rooms suffer odor and damage caused by skunks and other rodents inhabiting below the buildings and even above classroom ceilings. Several rain gutters need to be repaired. The condition of the restrooms adjacent to the OAK-8 classrooms is poor. In some classrooms, intercoms can be improved.

2. Graffiti and vandalism occur rarely, but staff still would like to keep an eye on what happens on campus after hours and on weekends.
3. The campus' phone system is antiquated and its capacity for wifi and Internet is continually taxed. Staff have experienced numerous issues with slow Internet speed.
4. School grounds are in need of attention. The soccer field features numerous holes and mounds, and the track is rough and in need of leveling.
5. Staff and parents have voiced concerns about insufficient lighting in the front parking lot. The lot is very dark in the evening.

**Action Plan:**

1. Work with the district on site facilities needs in association with the implementation of Measure G projects.
2. The school principal will have dialogue with the district about the potential installation of cameras to monitor what happens on campus after hours and on weekends. In addition, the campus will continue its "School Watch" group of neighbors and parents who walk the campus during those times.
3. Work with district's Technology Department on improvements for phone system, wifi, and Internet bandwidth. The Chief Technology Officer has landed a grant that may be able to help the site's Internet connection in 2019-2020. A new phone system will be installed in the spring.
4. Work with the district on site grounds needs in association with the implementation of Measure G projects.
5. Work with the district to add lighting to the front parking lot.

## The School's Social Environment

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### Areas of Pride and Strength:

OAK-8 and Olga Reed School have launched a campus-wide implementation of a Positive Behavioral Interventions and Supports (PBIS) program. This includes streamlined expectations for student behavior that are based on an acronym, REACH; tickets for prize drawings that can be given to incentivize positive behavior; and documentation of office referrals so as to identify needs and trends. Staff outlined the new expectations at the start of the year with a presentation by the principal and subsequent "passport" stations whereby staff go over specific expectations for campus locations such as the playground, restrooms, cafeteria, etc. The principal reviewed the expectations in assemblies held on the first day after Winter Break.

Teachers establish firm and fair classroom rules and consequences. As a result, there are few instances of students referred to the school office for administrative attention. The suspension rate (< 1 percent) and expulsion rate (no students have been expelled) have been very low at OAK-8.

Student attendance (hovering around 96 percent in recent years) has been relatively high.

Internet safety is stressed. Students and parents sign an Acceptable Use Policy agreement before students access the Internet.

Students are able to compete in academic endeavors (i.e. Lego League, Spelling Bees, Battle of the Books, North County Math Superbowl, and PTA Reflections).

The PTSA sponsors many social activities throughout the school year to facilitate the school community getting to know each other.

Students have opportunities to hold leadership roles in the school through the Associated Student Body, campus clubs, and family group activities.

Theme days are planned by students to foster school spirit.

### Areas of Concern:

1. While PBIS is under way on campus, staff will need to develop an approach to addressing the needs of students with chronic behavioral issues.
2. As possible, staff would like to plan activities and events that unify OAK-8 and Olga Reed.
3. Staff would like to seek more student input in decisions about school programming.
4. The school is receiving complaints from both parents and the Transportation Department about the behavior of some parents at school bus stops. Staff would like to implement steps to facilitate improved behavior.

### Action Plan:

1. A cadre of staff, including the principal, will participate in workshops on "Tier 2" implementation of PBIS. The focus will be to develop strategies for helping students with chronic behavioral issues. Additionally, the team will analyze data on office discipline referrals to identify "chronic" students.

2. Seek collaboration between the OAK-8 and Olga Reed PTSA units on school events such as the Harvest Festival. Continue to have the schools' ASBs to plan "joint" dances for students in grades 6-8. Hold staff socials for staff from both schools. Continue planning parent education nights for parents of both schools.
3. Include OAK-8 ASB students in a Students Leading Education (SLED) institute run by the iSchool Initiative. Students will discuss challenges and problems that their school faces, then develop an action plan for addressing a selected problem. SLED students are asking for a stronger connection between OAK-8 and Olga Reed, more field trips, and improved outdoor playing facilities. Staff will collaborate with the students on the implementation of the students' action plans.
4. Work with district Transportation Department and California Highway Patrol to identify steps that can lead to improved parent behavior at bus stops.

## The School's Culture

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### Areas of Pride and Strength:

There is a strong partnership among students, staff, parents, and family members. Because parents need to “choose” to have their children attend the school, there is strong buy-in among parents.

Parent involvement is highly encouraged. Many parents volunteer in classrooms.

There is a close rapport among staff members.

Student award programs recognize students for academics, citizenship, effort, and cooperation. The PTSA reinforces this by periodically running an Academy Store.

The school has a regular weekly e-mail newsletter that is appreciated by parents.

### Areas of Concern:

1. Staff and parents desire to continue to improve methods of school-home communication.
2. Staff would like to seek more involvement from parents. At the same time, continue to do background checks (Megan's Law) for all regular school volunteers.

### Action Plan:

1. Expand use of Parent Square as a platform for school-home communication. Parent Square allows the school and individual classroom teachers to send out email messages, texts, and robocalls. Make parents aware of Peachjar, the platform used for community flyers. Meantime, the PTSA will continue to use Remind ([www.remind.com](http://www.remind.com)) as a means of communication.
2. Work with PTSA to involve more parents in school and PTSA activities and events.

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### Board Policy and Administration Regulations

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### SAFE INGRESS/EGRESS

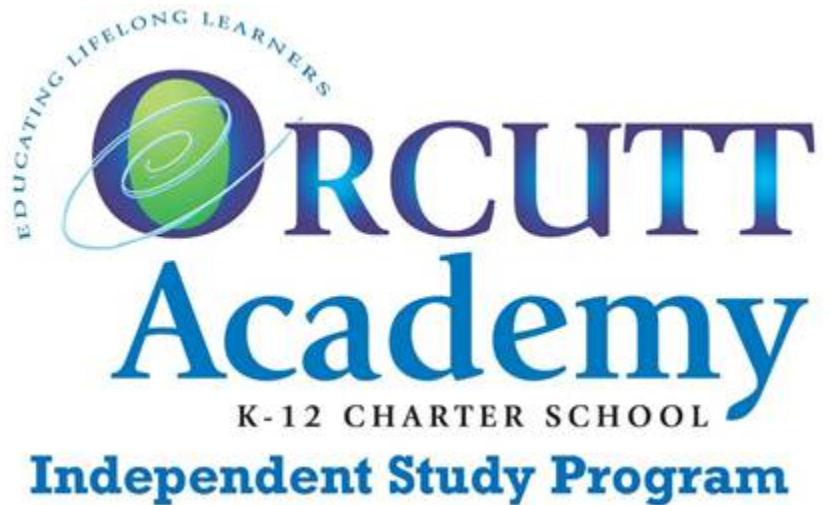
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Orcutt Academy Independent Study Program

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## **Safe Schools Plan**

Orcutt Union School District

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2019-2020 School Year

Address: 3491 Point Sal Road  
Phone: 805-937-6515

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## School Safety Committee

**Member Name****Position**

Joe Dana	Principal
Dana Alford	Office Manager
Susie Robinson	Custodian
Tiffany Barr	Teacher
Jamie Duft	Parent
Brad Gitchell	OUSD Director of Maintenance, Operations, and
Roy Dugger	City of Santa Maria Emergency Services Specialist
Matt Fenske	SB County Sheriff's Department

## **Mission Statement**

---

"Safe schools are orderly and purposeful places where students and staff are free to learn and teach without the threat of physical violence and psychological harm. They are characterized by sensitivity and respect for all individuals (including those of other cultural and ethnic backgrounds), an environment of nonviolence, clear behavioral expectations, disciplinary policies that are consistently and fairly administered to students; affiliation and bonding to the school support and recognition for positive behavior, and a sense of community on the school campus. Safe schools also are characterized by proactive security procedures, established emergency response plans, timely maintenance, cleanliness, and a nice appearance of the campus and classrooms."

Taken from "Safe Schools: A Planning Guide for Action" California State Department of Education

## **Vision Statement**

---

While maintaining its current positive practices, the Orcutt Academy will implement action plans to provide an emotionally and physically safe school environment for all students, staff, and visitors.

## Personal Characteristics of Students and Staff

---

### Areas of Pride and Strength:

The size of the program enables all staff to know most, if not all, of the school's students. Staff feel connected to all children, not just the children in their respective classrooms. Students, in turn, feel connected to staff. Because many families have multiple children in the program, staff also feel connected to families.

Families in OA Independent Study are very involved in their children's learning and very supportive of the program. When teachers have specific needs, parents respond with tremendous generosity. Parents also collaborate well, planning classroom activities and field trips together.

A skilled team of support service providers (i.e., Resource, Speech, counselor, district psychologist, etc.) are available for students if needed. These providers are based at schools in Orcutt. Additionally, an instructional assistant comes to the OA Independent Study campus in support of a student with special needs. Student Success Team referrals are available when staff or parents have concerns about individual students.

### Areas of Concern:

1. Staff and parents would like to continue to plan activities and events that unify the school and increase student engagement with the school.

### Action Plan:

1. Continue to plan "spirit days" in which students can show school spirit by wearing apparel along a designated theme. Continue to plan schoolwide field trips to selected locations on the Central Coast and beyond. Identify events that both staff and parents can get behind with their participation.

## The School's Physical Environment

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### Areas of Pride and Strength:

In its Casmalia location, OA Independent Study has its own campus. The campus includes four classrooms, a multi-use room, an office, a home study meeting area, a library (located within a classroom), a blacktop, a play structure, a spacious field, a school garden, storage for staff, and parking.

Residents of Casmalia take pride in the school and closely monitor the campus after hours and on weekends. Additionally, the school custodian and two other OUSD employees reside in Casmalia.

The facilities are in good condition. The district has devoted considerable time and resources to classroom, facility, and grounds improvements. The district maintenance and grounds crews are very responsive to work order requests from Casmalia. A new water fountain has been installed in the cafeteria and can be utilized by students and staff.

The custodian does an excellent job of cleaning and vacuuming all classrooms, restrooms, and offices nightly.

The school has purchased walkie-talkie radios that have improved communication between the office and teachers on outside duty.

Measure G, the school bond measure passed by the Orcutt Union School District in 2016, will provide funding for improvements to fencing and campus access in the near future.

Volunteers have helped facilities in the past year. A school family, the Bognudas, has provided significant assistance in smoothing and leveling the field. A Righetti High School community service group has improved the garden.

An automated external defibrillator (AED) has been installed on campus.

A parent volunteer regularly puts up bulletin boards that enliven the cafeteria and other common areas.

### Areas of Concern:

1. Staff and parents have voiced concerns about community safety in the light of some suspected illegal activity and recent law enforcement actions.
2. Emergency preparedness needs to be a focus, as students and staff need to get used to how to respond to emergencies. Some parents have expressed concern about the promptness with which first responders can get to the campus in event of emergency. Also, the school has been advised to improve measures that will improve the mindset of students and staff on campus in event of emergency.
3. Staff are concerned about the possibility of unauthorized visitors coming on campus.
4. The campus is used by area youth as a park/playground after hours and on weekends. During these times, school buildings are vulnerable to break-in. The school has some valuable items, such as the iPad cart and MacBook laptop cart, that need to be protected.

### Action Plan:

1. Work with the Santa Barbara County Sheriff's Department to strengthen communication on community issues.
2. The school will continue to work on emergency preparation, to include (1) regular drills for fire, earthquake, lockdown, and shelter-in-place; and (2) periodic drills for a range of emergency scenarios. The principal will continue dialogue about the campus and its needs with the Santa Barbara County Sheriff's Department and Santa Barbara County Fire Department. Ask OA Independent Study families to provide each child a Ziplock comfort bag that includes a photo of his/her family, a letter from his/her parents, a book, and a stuffed animal or other item that can provide comfort.
3. As a security measure, staff would like to consider the possibility of locking the front gate during school hours and then allowing for visitors to ring a bell and then be allowed in by the office manager. This could be an interim step until Measure G improvements have been made.
4. Staff are being conscientious about keeping all doors and the storage units locked and secure when the school day is over. Staff will continue dialogue with the district about alarms and camera surveillance.

## The School's Social Environment

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### Areas of Pride and Strength:

Families feel connected to each other and to the school.

Theme days are planned by students and staff to foster school spirit.

Assemblies, field trips, and science experiments are ways the program provides its students "hands on" learning experiences.

Teachers have earned many compliments for the way in which they establish and maintain a sense of community in their classrooms.

The school holds eighth grade graduations in June, and the event has been greatly appreciated by all.

The school schedules curriculum-based "open house" events each spring. These are opportunities for parents, family members, and friends to see what students have accomplished.

Additional play equipment has been made available for student use, as the grandparents of a program student have made a substantial donation.

Bus service is available between the campus and the Santa Maria/Orcutt area. The bus has strengthened the bond among students, and older students have been assisting younger students at bus stops, on the bus, etc.

### Areas of Concern:

1. Because students are attending blended classes for a longer duration, they are having multiple recesses (including a lunch recess) on campus. Staff feel that students need more structure and direction on appropriate ways to play on the playground.
2. Parents are interested in organizing their fund-raising efforts around a group such as a Parent Teacher Association.

### Action Plan:

1. The school principal and staff will update a set of school rules and playground guidelines which the principal then will present to all students. Students will be held accountable to these rules throughout the school year. Additionally, staff will streamline the recess and lunch schedule to maximize supervision.
2. Parents will investigate options for organizing a PTA or some other group for fund-raising, engagement with the school, and student advocacy.

## **The School's Culture**

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### **Areas of Pride and Strength:**

There is a strong partnership among students, staff, parents, and family members. Because parents need to “choose” to have their children attend the school, there is strong buy-in among parents.

The office manager creates a welcoming and friendly atmosphere.

Parent involvement is highly encouraged. Many parents volunteer to help with classroom activities, field trips, and events.

There is a close rapport among staff members. Staff feel they are a "family."

The school has received MacBooks and an iPad cart in association with a teacher's participation in district technology academies.

Staff and parents appreciate the email newsletter that is sent home. The email newsletter provides updates on the school, photos of school activities, and other pertinent information.

### **Areas of Concern:**

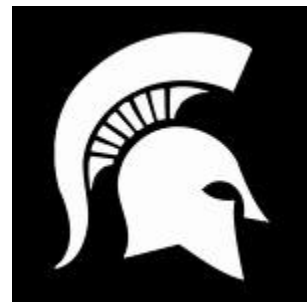
1. Staff and parents value school-home communication and want to maximize their use of the Parent Square platform.
2. Staff and parents would like to elicit more parent involvement in the school.

### **Action Plan:**

1. Continue and expand use of Parent Square as a platform for school-home communication. Parent Square allows the school and individual classroom teachers to send out email messages, texts, and robocalls. Meantime, utilize Peach Jar as a platform for sending out community flyers.
2. The principal will work with already-involved parents to plan more ways to engage OA Independent Study parents in the school.







Orcutt Academy Charter School

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## **Safe Schools Plan**

Orcutt Academy Charter School

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2019-2020 School Year

Address: TK-8: 480 Centennial St., P.O. Box 318, Los Alamos, CA 93440  
9-12: 610 Pinal Ave, Orcutt, CA 93455  
Phone: TK-8: 805.344.2401 9-12: 805.938.8550

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## **School Safety Committee**

<b>Member Name</b>	<b>Position</b>
Rhett Carter	Principal
Joshua Ostini	Dean of Students
Joe Dana	Director of Charter Programs
Ana Perez	Counselor
Scott Gelotti	Teacher (High School)
Dona Kintzi	Teacher (High School)
Neeta Birdsall	Teacher (K-8)
Brenda Williams	Career and Media Specialist
Matthew Fenske	Parent
Jamie Duft	Parent
Kenneth Cardona	Parent
Lori Speer	Parent
Rebecca Fanshier	Parent
Nathan Calhoun	Student
Hayley Parker	Student

## **Mission Statement**

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“Safe schools are orderly and purposeful places where students and staff are free to learn and teach without the threat of physical and psychological harm. They are characterized by:

- Sensitivity and respect for all individuals (including those of other cultural and ethnic backgrounds);
- An environment of nonviolence;
- Clear behavioral expectations;
- Disciplinary policies that are consistently and fairly administered;
- Students’ affiliation and bonding to the school;
- Support and recognition for positive behavior; and
- A sense of community on the school campus.

Safe schools also are characterized by proactive security procedures, established emergency response plans, timely maintenance, cleanliness, and a nice appearance of the campus and classrooms.”

Taken from “Safe Schools: A Planning Guide for Action”

California State Department of Education

## **Vision Statement**

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While maintaining its current positive rules and practices, the Orcutt Academy will implement action plans to provide an emotionally and physically safe school environment for all students, staff, and visitors.

## Personal Characteristics of Students and Staff

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### Areas of Pride and Strength:

The size of the school enables staff to know all of the school's students. Spartan Homeroom provides students with a chance to bond with one teacher throughout their school career at the Orcutt Academy High School.

ASB-Leadership is a class and has elected officers that organize assemblies for the purpose of recognizing sports, clubs, and special events as well as highlighting school spirit. ASB promotes school spirit by planning school wide "spirit days" as well as other activities including middle school visits, lunch time activities, and dances.

Community service is an expectation. Students must earn at least an average of 10 or more hours a year with guidance from their counselors, Career/Media Specialist, and Spartan Homeroom teachers. Graduation is only possible when 40 hours of community service have been earned by the end of senior year.

Clubs are generated by students and staff for students. Teacher advisers use time during lunch and after school to keep the clubs active and relevant. Clubs are another strong source of pride and positive involvement for our students.

PTSA sponsored activities and meetings provide opportunities for community service and help to raise money to supplement teacher budgets and assist the school in funding broad initiatives.

Athletic Boosters sponsored activities and meetings provide opportunities for athletic support and help to raise money to supplement athletic budgets and assist the school in funding sport initiatives.

SOAAR sponsored activities and meetings provide opportunities for academic support and help to raise money to assist the school in funding academic initiatives including the PSAT/NMSQT for all 9-11th grade students.

APEX Credit Recovery was offered during the summer for the first time. Supervised by a credentialed teacher, 11 of the 13 student participants were able to recover deficient credits in at least one "a-g" eligible class.

The high school offers after-school intervention program for students with less than a 2.0 GPA three days a week. Each after-school intervention program is supervised by a credentialed hourly teacher. Math and English support are also offered after school. Math tutors are available after school to all students that may be struggling in math at any level. Peer Tutors help students with all subjects while concurrently earning college credit and/or community service hours. A teacher also opens up the Library daily 30 minutes before school to help students struggling in Mathematics. As a result of these programs, approximately 96% of the students at the high school have a GPA of 2.0 or higher.

Freshman Success (PROD 301) and the Senior Success 103 series are required classes helping students to focus on career goals and plan a clear pathway towards achieving those goals. The students also work on their plans from the class during their sophomore and junior year through the course follow up modules which happen in their English classes.

### Areas of Concern:

1. Continue to support students who are struggling academically and socio-emotionally.
2. Improve career technical education offerings by utilizing the K12 Strong Workforce-CTE grant.

**Action Plan:**

1. After-school intervention will be supervised by two or three credentialed teachers. Paid teachers make free tutoring available to students needing help before and after school. Peer Tutors will continue to be available by appointment and walk-in for students struggling in any subject.

In spring of 2020, parents, students, and staff will complete a School Climate survey to assess our continued progress in the areas of school safety, academic instruction, professionalism, and overall school climate. The results will be compared to those of the past four years to determine areas of strength and concerns.

In August of 2020, at least one bilingual counselor will continue to be available to support student programs already in place and work to help align the counseling program to the ASCA national model.

Continue work to fully implement Naviance in Spartan Homerooms to prepare students for college applications and scholarships as well as career choices. Continue to use and improve SPIN (Specialized Instruction) as an intervention for struggling students but also a resource for students wanting help in preparing for college-entrance exams (PSAT, SAT, ACT, AP).

We have two full time counselors providing support services for students as well as a school psychologist. We have also added a program specialist through FBSMV. Students can also be referred to other counseling options if there is a greater need.

Our psychologist, counselors, and teachers will continue to work to identify students who need Student Success Team meetings and/or intervention. This will also include possible communication with social service groups outside of the school.

The Principal and Dean of Students will notify and meet with all students with 504 Accommodation Plans at the start of the first and second semesters.

Students who are struggling academically will be identified and offered extra support services in the form of support classes and/or tutoring.

APEX Credit Recovery will allow for credit deficient students to get back on track. It will continued to be offered during the summer. As needed, communicate with students about other avenues for credit recovery.

2. Explore professional development opportunities and collaboration for faculty and support staff regarding Career Technical Education (CTE).

Develop a committee to determine next steps in CTE pathways and how to best utilize K12 Strong Workforce-CTE grant.

## The School's Physical Environment

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### Areas of Pride and Strength:

A school-wide evacuation plan is fully executed each school year.

Earthquake, lock-down, and fire drills are practiced throughout the school year.

The school has a detailed emergency response plan. Exit plans are posted in each classroom. In addition, every classroom/building has an emergency flip chart and a backpack filled with supplies.

The facilities are in decent repair. The district has devoted considerable time and resources to classroom, facility, and grounds improvements. The district's maintenance and ground crews respond to hundreds of work orders to keep the facility running effectively and safely as well as to keep our campus looking beautiful.

Students Leading Education (SLED) painted a mural to increase school pride and update visual aesthetics.

Students have opportunities to participate, via their Spartan Homeroom classes as well as our ASB-Leadership, in school Spirit Days.

The junior high and high school P.E. staffs work together to best maximize the use of the gym, fields, tennis courts, and fitness center.

Coaches are required to have background checks, fingerprint clearance, be current in First Aid/CPR, and have a completed CIF certification.

The school has 17 cameras set up throughout the campus as well as our entrances/exits to provide students and staff more safety.

Extra Supervision of students/site during lunch and breaks.

### Areas of Concern:

1. Although additional fencing has been added, a number of stakeholders have continued to express concern about the openness of the campus.
2. Several concerns regarding the cleaning and vacuuming of all classrooms, restrooms, and offices.
3. The school needs additional access to fields that can be properly used by athletic teams for practices and games.

### Action Plan:

1. Measure G funds will be utilized by the district to complete security fencing around the entire campus with limited entry points and update the front office building. These upgrades are planned to begin in the summer of 2020.

Continue to stress and monitor volunteers and visitors follow proper check in procedures before entering and exiting the campus.

It is necessary for the School Safety Plan to be evaluated and assessed each year. Evacuation procedures, exit routes, and the school map need to be adjusted to accommodate new students and staff who join our campus.

Security cameras continue to be added and maintained all over campus in order to provide a way to monitor activity on the campus.

CrisisGo's safety technologies has been approved by the School Board to help Orcutt Union School District to be better prepared to prevent, respond, and recover from all crisis situations. All administration, Classified and Certificated staff will receive training and professional development.

2. Help custodial staff stay consistent cleaning classrooms and buildings on the school site through improved communication.

Work with students to maintain campus cleanliness by picking up trash, holding each other accountable, and monitoring peer behavior. Students will be given opportunities through Spartan Homeroom classes and clubs to volunteer for community service and campus beautification opportunities.

Explore opportunities to improve the visual aesthetics of the school, e.g. through the painting of a mural, locker rooms and additional signage.

Measure G funds will be utilized by the district to update student restrooms and convert to high school specifications (main restroom facility was originally built for elementary students). These updates are planned to begin in February of 2020.

3. Continue field maintenance and scheduled use of fields to control use/overuse of specific areas for 2020-2021. The additional grounds worker added to help maintain the fields and better control the gopher problem makes a significant difference.



## The School's Social Environment

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### **Areas of Pride and Strength:**

Expectations for student behavior are communicated in our Student Handbook, Freshman Orientation, Spartan Homerooms, Video Announcements, as well as through our online Newsletter.

Teachers establish firm and fair classroom rules and consequences. When misbehavior occurs, teachers generally are able to address it in classrooms. Accordingly, discipline referrals are low. The school's suspension rate has continued to be low compared to high schools across the state of California.

Health and well-being issues are taught during health classes and reinforced in Spartan Homeroom discussions. Health classes have a curriculum that addresses drug/alcohol abuse, teen pregnancy, digital citizenship, etc.

In collaboration with Fighting Back Santa Maria Valley, Teen Drug/Alcohol prevention and awareness presentation entitled "In Plain Sight" offered to all incoming parents. Additionally, Fighting Back Santa Maria Valley presented on the dangers of Tobacco, Vaping, and e-cigarettes to Freshman Health, Senior Success, and Sophomore/Junior Spartan Homerooms to insure the entire student body is informed and educated about this growing epidemic.

Fighting Back Santa Maria Valley Program Specialist met and utilized Check, Connect, and Respect (CCR) weekly with referred students who were struggling with attendance and school involvement.

Internet safety is stressed. Students and parents sign an Acceptable Use Policy Agreement before students access the Internet.

Students are able to compete in athletic and academic endeavors (Varsity/Junior Varsity sports, FIRST Robotics competition), ASB, and various club activities.

PTSA, Boosters, and SOAAR sponsor social activities throughout the school year to facilitate the school community getting to know each other as well as making connections with the students and staff.

Students have opportunities to hold leadership roles in the school through the ASB, campus clubs, sports teams and membership in PTSA, Boosters, School Advisory Council, etc.

The library is open before and after school as well as throughout the day. Makerspace also allows students to gain STEAM experiences while being involved in some growth/learning opportunities in their free time.

School Spirit days are planned by ASB-leadership to allow school spirit to flourish and grow.

Students may choose to participate in the College Now program as well as take Concurrent Enrollment courses at the High School which will allow them the opportunity to earn college and high school credits at the same time.

Band, choir, robotics, athletics, and drama all have opportunities to perform as representatives of the school and for the community.

Community Career Day is held annually to enlighten our students to career options/opportunities as well as to help make better community connections.

Freshman Connect Crew helps promote school wide student support connecting all grade levels and different age groups to the school as well as each other.

Community and parent attendance and participation in and of extra curricular events and activities helps build school pride.

There is a strong partnership among students, staff, parents, community and family members. Because parents need to “choose” to have their children attend the school, there is strong buy-in among parents as well as a pride that comes along with being chosen to be a Spartan.

**Areas of Concern:**

1. Staff wish to continue their efforts to support positive behavior and to recognize student achievement.
2. Increased suspensions related to tobacco and vape use among students.
3. Social emotional issues and depression among students highlighted by our 2018-2019 CHKS data..
4. High risk activities targeting students via different types of social media.

**Action Plan:**

1. Academic and athletic awards will be held to recognize student achievement.

The principal, dean, counselors, and teachers will work with students to support acceptable student behavior through classroom instruction and increased campus supervision (including cameras).

As possible, the principal and teachers will attempt to provide opportunities in which students can participate in community performances and events (e.g., Chamber of Commerce luncheon).

Students in robotics, choir, clubs, athletics and other elective classes will continue to present before the Board at regular scheduled Charter Board meetings. Continue to share accomplishments with local media to continue to build a positive image and high achievement for our school.

A variety of speakers and activities such as College T-Shirt days and Spartan Pride days as well as College/Career days and other relevant trips will be created and encouraged to students.

2. In collaboration with Fighting Back Santa Maria Valley, Teen Drug/Alcohol Prevention presentation entitled "In Plain Sight" offered to all incoming parents. Additionally, Fighting Back Santa Maria Valley presents on the dangers of Tobacco, Vaping, and e-cigarettes to all transfer and Freshman students.

Health classes will utilize the Stanford Tobacco Prevention Toolkit, theory-based and evidence-informed resources created by educators, parents, and researchers aimed at preventing middle and high school students' use of tobacco and nicotine.

3. Counselors, Fighting Back Santa Maria Valley Program Specialists, and Psychologist meet consistently with students that are struggling.

Utilize counselors and SEL as a guide to develop the social-emotional, self-management, social awareness, relationship and responsible decision-making skills for struggling students.

In collaboration with the Department of Psychological and Brain Sciences at the University of California Santa Barbara, the implementation of Mindfulness curriculum will continue to be expanded in additional classes to support ways for students to deal with focus, anxiety and stress.

Student led groups (such as ASB and SLED) will explore and help to implement ideas to strengthen student pride and overcome issues on our campus.

4. Digital Citizenship curriculum will be introduced in our PROD 301 courses and followed up in Spartan Homerooms. Implementation of Success classes will assist counselors, students, and teachers with a 10-year advisement plan to support student behavior and goals.

## **The School's Culture**

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### **Areas of Pride and Strength:**

There is a strong partnership among students, staff, parents, community and family members. Because parents need to “choose” to have their children attend the school, there is strong buy-in among parents as well as a pride that comes along with being chosen to be a Spartan.

The school is small enough to allow the students and staff to really know each other and work together to help students to overcome challenges and meet goals.

The front office staff creates a welcoming and friendly atmosphere as well as providing support for student success.

The school library is open before school, during lunch, and after school to offer a warm place for students to use computers, Makerspace, study, read, receive Peer Tutoring as well as research careers and colleges.

In collaboration with the Department of Psychological and Brain Sciences at the University of California Santa Barbara, the implementation of Mindfulness curriculum was piloted in Senior Success classes to support ways for students to deal with focus, anxiety and stress.

Parent involvement is highly encouraged. Parents make up some of our transportation for sports teams, clubs, and field trips as well as much of the organization that helps support our students and their programs.

There is a close rapport among staff members; teachers eat lunch together in the staff room and the OAHS Social Club creates opportunities for the staff to collaborate as well as celebrate birthdays, holidays, and other special events.

Student Success Team (SST) meetings bring staff and parents together to help referred students. Staff and parents can help to make referrals to SST.

Student award programs recognize students for academic, athletic and club accomplishments.

Variety of different clubs and staff lead groups to promote a culture of acceptance, belonging, and respect of a variety of different beliefs.

### **Areas of Concern:**

1. Being able to maintain a culture of pride and passion for achievement to become the best version of yourself at OAHS.
2. Building a focus around a Culture of Wellness at Orcutt Academy.

### **Action Plan:**

1. Continue to build and improve our Spartan Oracle (online student newspaper) to share school accomplishments, events, school culture, etc.

Counselors will organize and coordinate parent nights on various topics. Most will be related to college and career awareness as well as assistance to earning scholarships and financial aid.

Market Orcutt Academy Information Nights and OA campus tours to talk about OA and answer questions for future Spartans.

Parents, students, staff, and community members will continue to be given a platform to provide input on plans for upcoming programs.

Update and advertise our website to ensure that all parents know what is happening at OAHS. Continue to encourage all parents to use the Aeries portal consistently to keep updated on their child's progress.

Embed multiculturalism into the core curriculum and school culture. Develop strategies to promote acceptance of differences in classroom instruction and through outside of classroom school sponsored activities.

Continue to be up to date and have access to technology to prepare students for success in the fast moving 21st century.

2. Develop systems for the implementation of evidence-based practices and the increased use of data for decision making around a culture of wellness.

Install practices to support all students and staff at a universal level for social/emotional wellness.

Continue to develop and utilize practices that would be helpful from a prevention lens, including mindfulness.

Map existing resources, programs, and supports along with identifying data sources looking at student response or outcomes, as well as fidelity of those programs. Develop criteria by which students 1) get access to a particular support, 2) progress while receiving that support and 3) criteria for being exited from the support (data in, data while in, data out). Utilize data to help with structuring supports and maximizing their reach and impact.

## Appendix

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### Board Policy and Administration Regulations

- a. BP 0450 (a) - Comprehensive Safety Plan
- b. BP 5141.4 - Child Abuse/Neglect and Reporting Requirements
- c. BP 5141.4 - Child Abuse and Neglect (Reporting Procedures)
- d. AR 5144.2 - Suspension and Expulsion/Due Process

### SAFE INGRESS/EGRESS

- a. Evacuation Map
- b. Disaster Drill Schedule
- c. Emergency Team Duties
- d. Disaster Duties and Responsibilities
- e. Disaster Procedures

### DISCIPLINE PROCEDURES

- a. Student Handbook
- b. Discipline Summary
- c. Attendance Summary
- d. Notifying Teachers of Dangerous Pupils
- e. Discrimination and Harassment policy

### APPENDIX

- a. School Accountability Report Card
- b. Safe School Questionnaire
- c. Safe Schools Planning Checklist
- d. Procedures for Lock down/Shelter Evacuation
- e. Disaster Services Workers
- f. Electronic Network User Agreements (Student and Staff)
- g. Single School Plan Goal: School Environment – Healthy Kids Survey