

ORCUTT UNION SCHOOL DISTRICT  
Regular Closed Meeting of the Board of Trustees  
Wednesday, August 12, 2020  
Closed Session – 6:00 P.M.  
Public Session – 6:30 P.M.  
District Board Room  
500 Dyer St., Orcutt, CA 93455

**There will be a link posted on the district website home page prior to the start of the meeting. To view the meeting go to that link. If you want to just listen to the meeting or make a public comment, you will need to follow the instructions below.**

**Due to Covid 19 Pandemic and need for Social Distancing, the physical Board meeting is closed to the public, however you can access the board meeting via audio teleconference**

**Orcutt Conference Call**

Please join the meeting from your computer, tablet or smartphone.

<https://www.gotomeet.me/orcutt>

You can also dial in using your phone.

United States: [+1 \(571\) 317-3122](tel:+15713173122)

Access Code: 887-747-125

**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 email Alice Salazar, at [asalazar@orcutt-schools.net](mailto:asalazar@orcutt-schools.net) and state that you want to make a public comment. Speakers are allowed a maximum of three (3) minutes to address the Board. The Board will limit any response to public comments to brief statements, referral to staff, or referral to a future board meeting.

**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. Holly Edds, 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** 6:30 P.M.

- A. Public Report on Action Taken in Closed Session

- B. Adoption of August 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. Audience members wishing to address the Board during the Public Comment segment of the agenda are asked to email Alice Salazar at [asalazar@orcutt-schools.net](mailto:asalazar@orcutt-schools.net). You will need to join the meeting, and you will be called upon during the public comment section of the agenda.

**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. Distance Learning Student Presentation
2. Distance Learning Update

B. Items from the Board

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 emailed to Alice Salazar at [asalazar@orcutt-schools.net](mailto:asalazar@orcutt-schools.net) and state that you want to make a public comment. 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.

Speakers are allowed a maximum of three (3) minutes to address the Board. The Board will limit any response to public comments to brief statements, referral to staff, or referral to a future board meeting. **Please make sure to join the meeting (see instructions on page 1), if you plan on making a public comment.**

D. Written Communication

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

**CONSENT AGENDA ITEMS**

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

- A. Classified Personnel Action Report
- B. Certificated Personnel Action Report
- C. Approval of Warrants
- D. Minutes, Regular Board Meeting, June 10, 2020
- E. Minutes, Special Board Meeting, July 15, 2020
- F. Santa Ynez Annual Renewal of Services, Super Co-Op A California USDA Foods Cooperative
- G. Obsolete Tables at Olga Reed and Orcutt Academy HS and Portables at various sites
- H. Cooperative Purchasing Programs
- I. Consolidated Application for Funding
- J. BP 5125, Student Records for Second Reading
- K. BP 6163.4, Student Use of Technology for the Second Reading

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

Moved \_\_\_\_\_

Second \_\_\_\_\_

Vote \_\_\_\_\_

**ITEMS SCHEDULED FOR ACTION**

**A. GENERAL**

1. Acceptance of Gift

It is recommended that the Board of Trustees accept this gift of \$10,000.00 and request that a letter of acceptance and appreciation be forwarded to Gruember Donor Advised Fund (DAF).

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

2. Board Policy 0430, Comprehensive Local Plan for Special Education

It is recommended that the Board of Trustees approve the revisions to Board Policy 0430, Comprehensive Local Plan for Special Education, for the first reading and that it be placed on the next Consent Agenda for the second reading.

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

3. Board Policy 1312.3, Uniform Complaint Procedures

It is recommended that the Board of Trustees approve the revisions to Board Policy 1312.3, Uniform Complaint Procedures, for the first reading and that it be placed on the next Consent Agenda for the second reading.

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

4. Board Policy 1340, Access to District Records

It is recommended that the Board of Trustees approve the revisions to Board Policy 1340, Access to District Records, for the first reading and that it be placed on the next Consent Agenda for the second reading.

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

5. Additional Board Meetings for September and December 2020

It is recommended that the Board of Trustees approve the additional Special Board Meeting dates for September 16, 2020 and December 16, 2020, as submitted.

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

**B. BUSINESS SERVICES**

1. Authorized Signatures

It is recommended that the Board of Trustees approve the authorized signatures for release of commercial and payroll warrants, as submitted.

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

2. Resolution No. 3 Modernization at Joe Nightingale Elementary

It is recommended that the Board of Trustees adopt Resolution No. 3, Modernization, Applications Received Beyond Bond Authority List, and Authorizing the Superintendent to submit Project Funding Request for the at Joe Nightingale Elementary Full Day Kindergarten Project, as submitted.

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

3. Resolution No. 4 Modernization at Patterson Road Elementary

It is recommended that the Board of Trustees adopt Resolution No. 4, Modernization, Applications Received Beyond Bond Authority List, and Authorizing the Superintendent to submit Project Funding Request for the at Patterson Road Elementary Full Day Kindergarten Project, as submitted.

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

4. Approval of the First Amendment of Key Site 17 Long Term Ground Lease Agreement with TAIT CP, LLC

It is recommended that the Board of Trustees approve the First Amendment of Key Site 17 Long Term Ground Lease Agreement with TAIT CP, LLC, as submitted.

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

5. Ratification of Professional Services Agreement with Cannon to Perform Topographical Survey at Joe Nightingale Elementary School

It is recommended that the Board of Trustees ratify the Professional Services Agreement with Cannon to perform Topographical survey at Joe Nightingale Elementary in the amount of \$11,478.0 for Joe Nightingale Playground Equipment, as submitted.

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

6. Ratification of Piggyback Authorization for the Purchase and Installation of Playground Equipment and Rubberized Surfacing at Joe Nightingale Elementary School

It is recommended that the Board of Trustees ratify the Piggyback Contract with Park Planet in the amount of \$161,790.98 for Joe Nightingale Elementary Playground Equipment, as submitted.

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

7. American Modular Systems (AMS) Change order for Joe Nightingale Full Day Kindergarten Project

It is recommended that the Board of Trustees approve the two changes orders for American Modular Systems (AMS) for \$13,749.40, as submitted.

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

8. RDZ, Contractors Change Order #2 for Alice Shaw Elementary Full Day Kindergarten Project

It is recommended the Board of Trustees approve RDZ Contractors Change Order #2 for Alice Shaw Elementary Full Day Kindergarten project, as submitted.

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

9. PreCon Change Order #2 for Pine Grove/Patterson Elementary Full Day Kindergarten Project

It is recommended the Board of Trustees approve PreCon Change Order #2 for Pine Grove Patterson Elementary Full Day Kindergarten project, as submitted.

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

0. PreCon Change Order #3 for Olga Reed Cafeteria Modernization Project

It is recommended the Board of Trustees approve PreCon Change Order #3 for Olga Reed Cafeteria Modernization Project, as submitted.

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

11. PreCon Change Order #2 for Orcutt Academy HS Restroom Modernization Project

It is recommended the Board of Trustees approve PreCon Change Order #2 for Orcutt Academy HS Restroom Modernization Project, as submitted.

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

12. Quincon Change Order #1 for Orcutt Academy HS Site Safety & Security Project

It is recommended the Board of Trustees approve Change Order #1 for Orcutt Academy HS Site Safety & Security project, as submitted.

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



### C. EDUCATIONAL SERVICES

#### 1. Board Policy 5145.3, Nondiscrimination/Harassment

It is recommended that the Board of Trustees approve the revisions to Board Policy 5145.3, Nondiscrimination/Harassment, for the first reading and that it be placed on the next Consent Agenda for the second reading.

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

#### 2. Board Policy 6020, Parent Involvement

It is recommended that the Board of Trustees approve the revisions to Board Policy 6020, Parent Involvement, for the first reading and that it be placed on the next Consent Agenda for the second reading.

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

#### 3. Board Policy 6115, Ceremonies & Observances

It is recommended that the Board of Trustees approve the revisions to Board Policy 6115, Ceremonies & Observances, for the first reading and that it be placed on the next Consent Agenda for the second reading.

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

### C. HUMAN RESOURCES

#### ***Public Hearing Initial Collective Bargaining Proposal with California School Employee Association Orcutt Chapter #255 for a 2020-2023 Successor Agreement***

##### 1. Adopt the District's Initial Collective Bargaining Proposal with California School Employee Association Orcutt Chapter #255 for a 2020-2023 Successor Agreement

It is recommended that the Board of Trustees adopt the District's Initial Collective Bargaining Proposal with the California School Employee Association Orcutt Chapter #255 for a 2020-2023 Successor Agreement, as submitted.

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

##### 2. 2020-21 Resolution No. 2 Waiver of Credential Authorization

It is recommended that the Board of Trustees adopt Resolution No. 2 2020-21 Waiver of Credential Authorization, as submitted.

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

### **GENERAL ANNOUNCEMENTS**

- A. Unless otherwise noticed, the next regular board meeting is scheduled for Wednesday, September 9, 2020, beginning with Closed Session starting at 6:00 p.m., Public Session at 6:30 p.m. in the District Office Board Room, 500 Dyer Street, Orcutt, CA.

### **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.*



# Orcutt Union School District

## Classified Personnel Action Report

### August 12, 2020

TO: Holly Edds, Ed.D.

FROM: Susan Salucci, Assistant Superintendent/Human Resources

RE: Recommendations for Board Approval

Name	Site/Dept.	Classification	Step/ Range	Hours	Rate of Pay	Effective	Action/Information
Alford, Dana	Enrollment	Office Assistant	14/6		\$20.72 per hr.	7/27/2020	Clerical support
Arellano, Patricia	Transportation	Bus Driver	18/4	4.42	\$20.75 per hr.	8/7/2020	Resignation
Arredondo, Tami	Nightingale	Instructional Assistant, II	12/6	6.0	\$19.73 per hr.	07/01/2020	Request Early Retirement Program
Arredondo, Tami	Nightingale	Instructional Assistant, II	12/6	6.0	\$2,625.00	07/01/2020	Classified Retirement Incentive
Borsch, Dana	Enrollment	Office Assistant	14/6		\$20.72 per hr.	8/5/2020	Clerical support
Bower, Sheila	Olga Reed	Instructional Assistant, I	11/6	6.0	\$175.00 per mo.	10/01/2020	Longevity – 20 years
Bower, Sheila	Olga Reed	Instructional Assistant		Not to exceed 90	\$16.00 per hr.	6/9- 7/7/2020	Extended School Year
Carlberg, Tanja	Pine Grove, Campus Connection	Child Care Assistant	3.75	3.75	\$175.00 pre mo.	09/01/2020	Longevity – 20 years
Carlson, Linda	Alice Shaw	Office Assistant	14/5	6.0	\$19.74 per hr.	08/01/2020	Promotion (same range/new position)
Cassels, Hannah	Early Learning Center	Instructional Assistant, Preschool	11/6	3.75	\$125.00 per mo.	10/01/2020	Longevity – 10 years
Castillo, Sway	Operations	Utility Worker, Substitute	18		\$16.36 per hr.	7/1/2020- 6/30/2021	Substitute
Catron, Susan	Student Services	Occupational Therapist		Not to exceed 90	\$40.00 per hr.	6/9- 7/7/2020	Extended School Year
Chacon, Erica	Operations	Utility Worker, Substitute	18/1		\$17.73 per hr.	7/1/2020- 6/30/2021	Substitute
Coll, Brenda	Alice Shaw	Instructional Assistant		Not to exceed 90	\$16.00 per hr.	6/9- 7/7/2020	Extended School Year
DeBruno, Lisa	Pine Grove	Instructional Assistant, I	11/4	3.5	\$1,000 annually	9/1/2020	Educational Stipend – Bachelor's



# Orcutt Union School District

## Classified Personnel Action Report

August 12, 2020

TO: Holly Edds, Ed.D.

FROM: Susan Salucci, Assistant Superintendent/Human Resources

RE: Recommendations for Board Approval

Name	Site/Dept.	Classification	Step/ Range	Hours	Rate of Pay	Effective	Action/Information
Delgado, Cathy	Orcutt JH	Child Nutrition Worker	7/6	3.0	\$17.44 per hr.	8/15/2020 – 2/14/2021	Request unpaid leave of absence (6 mo.)
Duran, Rosie	Nightingale/Lakeview JH	Noon Duty Supervisor	6/6	3.83	\$125.00 per mo.	06/01/2020	Longevity – 10 years (retro 9/2018)
Dwyer, Mary Jane	Personnel Services	Administrative Assistant, Confidential	6	8.0	\$1,800.00 annually	07/01/2020	Increase in Teacher Induction Stipend
Espinoza, Sabrina	Olga Reed/Orcutt Academy K-8	Child Nutrition Cook	10/6	3.0	\$18.78 per hr.	08/01/2020	Promotion
Galvez-Dana, Angie	Instructional Assistant	Orcutt Academy HS		Not to exceed 90	\$16.00 per hr.	6/9-7/7/2020	Extended School Year
Gomes, Monette	Maintenance	Utility Worker	18/6		\$22.88 per hr.	7/1/2020-6/30/2021	Temporary assignment (retiree)
Herrera, Samantha	Patterson	Instructional Assistant, I	11/3	3.5	\$16.63 per hr.	8/3/2020	Resignation
Hoffman, Jacob	Operations	Utility Worker, Substitute	18		\$16.63 per hr.	7/1/2020-6/30/2021	Substitute
Fell, Kirby	Technology	Chief Technology Officer	2/B	8.0	\$145,191 annually	7/21/2020	Resignation
Lara, Charlene	Operations	Utility Worker, Substitute	18/1		\$17.93 per hr.	7/1/2020-6/30/2021	Substitute
Lewis, Robin	Pine Grove	Instructional Assistant		Not to exceed 90	\$16.00 per hr.	6/9-7/7/2020	Extended School Year
Locarnini, JoAnne	Enrollment	Office Assistant	14/6		\$20.72 per hr.	8/4/2020	Clerical support
McIntyre, Laura	Dunlap	Instructional Assistant		Not to exceed 90	\$16.00 per hr.	6/9-7/7/2020	Extended School Year
Martinez-Mata, Mario	Operations	Utility Worker, Substitute	18		\$16.36 per hr.	7/1/2020-6/30/2021	Substitute
Mendoza, Lisa	Olga Reed	Instructional Assistant, I	11/6	3.5	\$150.00 per mo.	9/1/2020	Longevity – 15 years



# Orcutt Union School District

## Classified Personnel Action Report

August 12, 2020

TO: Holly Edds, Ed.D.

FROM: Susan Salucci, Assistant Superintendent/Human Resources

RE: Recommendations for Board Approval

Name	Site/Dept.	Classification	Step/ Range	Hours	Rate of Pay	Effective	Action/Information
Morgan, Gary	Orcutt Academy HS	Noon Duty Supervisor	6/6		\$150.00 per mo.	06/01/2020	Longevity – 15 years (retro 9/2018)
Mullen, Debbie	Olga Reed/Orcutt Academy K-8	Child Nutrition Cook	10/6	1.5	\$18.78 per hr.	08/01/2020	Modify existing position
Mullen, Debbie	Olga Reed/Orcutt Academy K-8	Child Nutrition Worker	7/6	4.5	\$17.44 per hr.	08/01/2020	Reduction of hours
Mullen, Debbie	Olga Reed. Orcutt Academy K-8	Child Nutrition Worker, Cook & ASES Homework Coach	7/6, 8/6, 10/6	8.0	\$175.00 per mo.	09/01/2020	Longevity – 20 years
O'Leary, Jodi	Nightingale	Instructional Assistant		Not to exceed 90	\$16.00 per hr.	6/9-7/7/202	Extended School Year
Palin, Cheri	Alice Shaw	Office Manager	21/4	8.0	\$125.00 per mo.	10/01/2020	Longevity – 10 years
Peacock, Jeffrey	Operations	Utility Worker, Substitute	18		\$16.36 per hr.	7/1/2020-6/30/2021	Substitute
Rowe, Summer	Nightingale	Child Nutrition Cook	10/6	4.75	\$125.00 per mo.	10/01/2020	Longevity – 10 years
Rubalcava, Jorge	Patterson	Custodian, Head	18/6	8.0	\$175.00 per mo.	08/01/2020	Longevity – 20 years
Silveira, Michelle	Operations	Utility Worker, Substitute	18/1		\$17.93 per hr.	7/1/2020-6/30/2021	Substitute
Soto, Juan	Operations	Utility Worker, Substitute	18		\$16.36 per hr.	7/1/2020-6/30/2021	Substitute
Stanley, Meghann	Dunlap	Instructional Assistant, I	11/6	6.00	\$50.00 per mo.	08/01/2020	Professional Growth increment (total of 5)
Stowe, Denise	Lakeview JH	Child Nutrition Unit Lead	18/6	5.5	\$22.88 per hr.	08/10/2020	Involuntary Transfer
Umphlett, Hanna	Orcutt JH	Instructional Assistant, II	12/1	3.50	\$15.46 per hr.	05/26/2020	Resignation
Vasquez, Benjamin	Maintenance	Grounds Maintenance Worker, I	19/6	8.0	\$175.00 per mo.	09/01/2020	Longevity – 20 years



# Orcutt Union School District

## Classified Personnel Action Report

August 12, 2020

TO: Holly Edds, Ed.D.

FROM: Susan Salucci, Assistant Superintendent/Human Resources

RE: Recommendations for Board Approval

Name	Site/Dept.	Classification	Step/ Range	Hours	Rate of Pay	Effective	Action/Information
Vasquez, Gabriel	Operations	Utility Worker, Substitute	18		\$16.36 per hr.	06/24/2020 – 6/30/2021	Substitute
Weathers, Amy	Lakeview JH	Child Nutrition Worker	7/6	3.50	\$17.44 per hr.	7/31/2020	Resignation
Yolar- Groppetti, Madison	Olga Reed	Instructional Assistant		Not to exceed 90	\$16.00 per hr.	6/9- 7/7/2020	Extended School Year



# Orcutt Union School District

## Certificated Personnel Action Report

August 12, 2020

TO: Dr. Holly Edds, Superintendent

FROM: Susan Salucci, Assistant Superintendent / Human Resources

RE: Recommendations for Board Approval and Ratification

NAME	SCHOOL	CLASS/ STEP	SALARY	EFFECTIVE DATE	ACTION INFORMATION
Adler, Katherine	Patterson Road	V-3 Extra Duty	\$58,069 \$40/hr	2020-21 6/10/20	Completed units for movement Combo Teacher Meeting, 1 hr
Alvarado, Patricia	Joe Nightingale / Ralph Dunlap	V-4	\$60,017	2020-21	Submitted units for Movements
Banks, Jared	Orcutt JHS /Olga Reed/ Orcutt AcademyK-8	IV	\$106,101	2020-21	Vice Principal
Barba, Patricia	Alice Shaw	Extra Duty	\$40/hr	6/10/20	Combo Teacher Meeting, 1 hr
Birdsall, Swapna	Orcutt Academy K-8	Extra Duty III-2	\$40/hr \$51,220	6/10/20 5/12/20 7/24/20	Combo Teacher Meeting IEP Meeting, .5 hr Resignation
Black, Darrell	District	VI	\$106,501	2020-21	Psychologist
Boyd, Michelle	Pine Grove	IV	\$119,064	2020-21	Principal
Brown, Lindsay	Joe Nightingale	Extra Duty	\$40/hr	6/8-6/11/20	Full Day Kinder Training, 16 hrs
Byrne, Jennifer	Patterson Road	VI-2	\$58,842	2020-21	Temporary
Campbell, Kaitlin	District	Daily	\$110	5/11/20	Distance Learning Sub Training
Carter, Rhett	Orcutt Academy HS	III	\$135,673	2020-21	Principal
Caruana, Hannah	Ralph Dunlap	VI-1	\$56,931	2020-21	Completed Masters
Chartier, Vicki	Pine Grove	Extra Duty	\$40/hr	6/8-6/11/20	Full Day Kinder Training, 17 hrs
Cole, Cristy	Orcutt Academy K-8	Extra Duty	\$40/hr	6/8-6/11/20	Full Day Kinder Training, 16 hrs
Cornwell, Karen	District	Extra Duty	\$40/hr	6/8-6/26/20	Full Day Kinder Training, 24.5 hrs
Craft, Cheri	Ralph Dunlap	Extra Duty	\$40/hr	6/29/20	Standards Alignment, 3 hrs
Cutler, Elizabeth	Lakeview JHS	Extra Duty	\$40/hr	7/24/20	Standards Alignment, 4 hrs
Dana, Joseph	Orcutt Academy K-8	III	\$137,514	2020-21	Director of Charter Schools

\*To be prorated

<b>NAME</b>	<b>SCHOOL</b>	<b>CLASS/STEP</b>	<b>SALARY</b>	<b>EFFECTIVE DATE</b>	<b>ACTION INFORMATION</b>
Danielson, Lisa	Ralph Dunlap	Extra Duty	\$40/hr	6/23-6/26/20	Standards Alignment, 8 hrs
Dollahite, Jonathan	Lakeview JHS	IV	\$121,930	2020-21	Principal
Elkin, Miranda	Patterson Road	Stipend	\$211	2019-20	Battle of the Books
Eubanks, Lauren	Orcutt Academy HS	Extra Duty	\$800 \$800	2020-21	Concurrent Enrollment, Fall 2020 Concurrent Enrollment, Spring 2021
Fargher, Meghan	Joe Nightingale	Extra Duty	\$40/hr	6/8-6/11/20	Full Day Kinder Training, 16 hrs
Feliz, Jessica	Patterson Road	Extra Duty	\$40/hr	6/8-6/11/20	Full Day Kinder Training, 15 hrs
Fredriks, Ginger	Orcutt JHS	Extra Duty	\$40/hr	7/24/20	Standards Alignment, 4 hrs
Furst, Elaine	District Orcutt JHS	Extra Duty V-20	\$40/hr \$95,494	6/24/20 2020-21	Standards Alignment, 4 hrs Return to Special Ed Classroom
Guerrero, Angeli	Joe Nightingale	Extra Duty	\$48.32/hr	5/21-6/3/20	IEP Meetings, 4.5 hrs
Haggerty, Susi	Olga Reed	Extra Duty	\$40/hr	6/8-6/11/20 6/24-6/25/20	Full Day Kinder Training, 14 hrs Standards Alignment, 8 hrs
Harrison, April	Joe Nightingale	Extra Duty	\$40/hr	6/10/20	Combo Teacher Meeting, 1 hr
Henry, Kristi	Joe Nightingale	VI-4	\$62,863	2020-21	Completed units for movement
Hodson, Joslyn	Patterson Road	Extra Duty	\$40/hr	6/29/20	Standards Alignment, 3 hrs
Hough, Roberta	Pine Grove	Extra Duty Stipend	\$40/hr \$947	6/15-6/18/20 2019-20	CPM Workshops, 10 hrs Yearbook Advisor
Jackson, Nicole	Alice Shaw	Extra Duty	\$40/hr	6/10-6/11/20	Full Day Kinder Training, 8.25 hrs
Johnson, Deanne	Alice Shaw	Extra Duty	\$40/hr	6/8-6/11/20	Full Day Kinder Training, 17 hrs
Jorgensen, Sheri	Joe Nightingale	Extra Duty Stipend	\$40/hr \$500*	6/3/20 2019-20	IEP Meetings, 2 hrs Student Council Advisor, split
Karamitsos, Beth	Patterson Road	Extra Duty	\$40/hr	6/8-6/11/20	Full Day Kinder Training, 16 hrs
Kozel, Aaron	Ralph Dunlap	Extra Duty	\$40/hr	6/10/20 6/24/20 6/2/20	Combo Teacher Meeting, 1 hr Standards Alignment, 4 hrs IEP Meeting, 1 hr
Kozel, Julie	Patterson Road	VI	\$127,549	2020-21	Principal
Kuykendall, Colleen	District	Extra Duty	\$40/hr	6/8-6/11/20 6/24-6/30/20	Full Day Kinder Training, 17.5 hrs Standards Alignment, 12 hrs
Laflin, Debra	Olga Reed	Extra Duty	\$40/hr	6/10/20	Combo Teacher Meeting, 1 hr
Lake, Catherine	District	Extra Duty	\$40/hr	6/8-6/11/20 6/24-6/25/20	Full Day Kinder Training, 19 hrs Standards Alignment, 8 hrs
Lee, Tanya	Olga Reed	Extra Duty	\$40/hr	6/24-6/30/20	Standards Alignment, 8 hrs
Long, Katherine	District	III	\$128,702	2020-21	Executive Director, Special Education

\*To be prorated

<b>NAME</b>	<b>SCHOOL</b>	<b>CLASS/ STEP</b>	<b>SALARY</b>	<b>EFFECTIVE DATE</b>	<b>ACTION INFORMATION</b>
Lopez, Shannon	Joe Nightingale	Extra Duty	\$40/hr	6/8-6/10/20	Full Day Kinder Training, 3.25 hrs
Mahoney, Gloria	Patterson Road	Extra Duty	\$40/hr	6/10/20	Combo Teacher Meeting, 1 hr
Manich, Cher	District	Extra Duty	\$40/hr	6/8-6/11/20	Full Day Kinder Training, 18 hrs
Martinez, Maritza	Joe Nightingale	V-1	\$54,360 \$5,000	2020-21	Probationary Signing Bonus, paid over 2 year
Mason, Caryn	Orcutt Academy I/S	Hourly	\$30	5/4-6/4/20	Support Teacher, 152 hrs
Mason, Joel	Orcutt Academy HS	Extra Duty	\$700 \$700	2020-21	Concurrent Enrollment, Fall 2020 Concurrent Enrollment, Spring 2021
Mau, Tamara	District	III	\$96,057	2020-21	Psychologist
McInerney, Kathleen	Joe Nightingale	VI	\$127,549	2020-21	Principal
McKenzie, Chad	Orcutt Academy HS	Stipend Extra Duty	\$3,500 \$505.85/day	2020-21	Athletic Director Additional Days for AD, 11 days
McKeone, Haylee	Patterson Road	VI-5	\$64,979	6/30/20	Resignation
Meyer, Karen	Ralph Dunlap	Extra Duty	\$40/hr	6/8-6/11/20	Full Day Kinder Training, 17.75 hrs
Mier, Karen	Patterson Road	Extra Duty	\$40/hr	6/10/20	Combo Teacher Meeting, 1 hr
Milanesa, Kateri	Pine Grove	Extra Duty	\$40/hr	6/15-6/18/20	CPM Workshops, 10 hrs
Norling, Michaela	Alice Shaw /Pine Grove	Extra Duty	\$40/hr \$48.32/hr	6/8/20 5/6/20	Full Day Kinder Training, 4 hrs IEP Meeting, 1.75 hrs
O'Leary, Cassidy	Pine Grove	Extra Duty	\$40/hr	6/8-6/11/20	Full Day Kinder Training, 15.75 hrs
Ortiz, Patricia	Joe Nightingale	Extra Duty	\$40/hr	6/8-6/11/20	Full Day Kinder Training, 13 hrs
Osborne, Kelly	Orcutt JHS	VI	\$130,615	2020-21	Principal
Ostini, Joshua	Orcutt Academy HS	VI	\$106,237	2020-21	Dean of Students
Parker, Jessica	Joe Nightingale	VI-4	\$62,863	8/7/2020	Resignation
Perez, Cecilia	Orcutt JHS	Extra Duty	\$48.32/hr	5/22-5/25/20	IEP Meetings, 6 hrs
Peterson, Mary Jane	Orcutt JHS	Extra Duty	\$40/hr	2019-20	Locker Room Supervision, 32.33 hrs
Pimentel, Jade	Joe Nightingale	Extra Duty	\$40/hr	6/10/20	Combo Teacher Meeting, 1 hr
Ramirez, Nancy	Joe Nightingale	Extra Duty	\$40/hr	3/2-3/9/20	Intervention, 3 hrs
Ramos, Rosalynn	Joe Nightingale	Extra Duty	\$40/hr	6/23-6/26/20	Standards Alignment, 8 hrs
Rhyne, Suzi	Joe Nightingale	Extra Duty Stipend	\$40/hr \$500*	5/29/20 2019-20	IEP Meeting, 2 hrs Student Council Advisor, split
Rianda, Terry	District	Hourly	\$50	5/5-5/26/20	Induction Mentor, 16 hrs
Romine, Michelle	District	VI	\$92,956	2020-21	District Nurse

\*To be prorated



<b>NAME</b>	<b>SCHOOL</b>	<b>CLASS/STEP</b>	<b>SALARY</b>	<b>EFFECTIVE DATE</b>	<b>ACTION INFORMATION</b>
Ruth, Amy	Alice Shaw	Extra Duty	\$40/hr	6/10/20 6/1/20 5/11-5/28/20 6/24-6/30/20	Combo Teacher Meeting, 1 hr Classroom Packing, position change, 3 hrs Home & Hospital, 13.75 hrs Standards Alignment, 8 hrs
Sage, Addison	Orcutt Academy HS	Extra Duty	\$800 \$800	2020-21	Concurrent Enrollment, Fall 2020 Concurrent Enrollment, Spring 2021
Salinas, Janinne	Lakeview JHS	VI	\$113,659	2020-21	Vice Principal
Saylor, Garry	Patterson Road	Extra Duty	\$40/hr	6/10/20	Combo Teacher Meeting, 1 hr
Saylor, Jennifer	Joe Nightingale	Extra Duty	\$40/hr	6/10/20 6/8-6/9/20	Combo Teacher Meeting, 1 hr Full Day Kinder Training, 6.25 hrs
Schmidt, Joseph	Ralph Dunlap	VI	\$127,549	2020-21	Principal
Segura, Monique	Alice Shaw	Extra Duty	\$40/hr	6/8-6/11/20	Full Day Kinder Training, 18 hrs
Severance, Jenee	Alice Shaw	VI	\$127,549	2020-21	Principal
Sharp, Augusta	Orcutt JHS	IV-5	59,227	6/15/20	Resignation
Sherer, Diana	Orcutt Academy I/S	Hourly III-1	\$30 \$49,557	5/5-6/9/20 2020-21	Support Teacher, 128 hrs Probationary
Shaw, John Thomas	District	Daily	\$110	5/12-5/13/20	Distance Learning Sub Training, 2 days
Shaw, Michael	Orcutt Academy HS	Extra Duty	\$600 \$600	2020-21	Concurrent Enrollment, Fall 2020 Concurrent Enrollment, Spring 2021
Slovek, Julie	Pine Grove	Extra Duty	\$40/hr	6/10/20	Combo Teacher Meeting, 1 hr
Smith, April	Lakeview JHS	Hourly	\$25	5/1-6/5/20	ELD Support Teacher, 110 hrs
Snow, Cory	Lakeview JHS	V-6	\$64,118	2020-21	Completed Units for Movement
Sonsini, Pamela	Orcutt Academy HS	Hourly	\$25	3/5-3/12/20	Piano Accompanist, 3 hrs
Soriano, Yvette	Patterson Road	Extra Duty	\$40/hr	6/8-6/11/20	Full Day Kinder Training, 16.75 hrs
Taira, Myrna	Joe Nightingale	Extra Duty	\$40/hr	6/8-6/11/20 5/7/20	Full Day Kinder Training, 16 hrs IEP Meeting, 1.75 hrs
Tymn, Elizabeth	Pine Grove	Extra Duty	\$40/hr	6/8-6/11/20 6/24-6/25/20	Full Day Kinder Training, 17 hrs Standards Alignment, 8 hrs
Vertrees, Katherine	Lakeview JHS	Extra Duty	\$40/hr	6/24/20	Standards Alignment, 5 hrs
Villasenor, Jessica	Olga Reed	Extra Duty	\$40/hr	6/10/20 6/24/20	Combo Teacher Meeting, 1 hr Standards Alignment, 4 hrs
Wagonseller, Jeff	District	Hourly	\$50	1/14-5/21/20	CASC Mentor, 39 hrs
Wagonseller, Leslie	District	V	\$137,867	7/22/20	Exec Director, Tech/Ed Services
Westman, Christian	District	VI	\$106,501	2020-21	Psychologist
Westman, Kristin	District	IV	\$99,419	2020-21	Psychologist

\*To be prorated

<b><i>NAME</i></b>	<b><i>SCHOOL</i></b>	<b><i>CLASS/ STEP</i></b>	<b><i>SALARY</i></b>	<b><i>EFFECTIVE DATE</i></b>	<b><i>ACTION INFORMATION</i></b>
Widle, Tiffany	Joe Nightingale	Extra Duty	\$40/hr	6/8-6/11/20	Full Day Kinder Training, 16 hrs
Wilson, Shauna	Orcutt Academy K-8	Extra Duty	\$40/hr	6/10/20	Combo Teacher Meeting, 1 hr
Winkelpleck, Dustin	Patterson Road	IV-4	\$57,301	2020-21	Completed Units for Movement
Winters, Nicole	District	Daily	\$110	5/11/20	Distance Learning Sub Training

\*To be prorated

## Warrants

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

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

Checks Dated 05/27/2020 through 07/27/2020

Board Meeting Date August 12, 2020

Check Number	Check Date	Pay to the Order of	Check Amount
		Total Number of Checks	368
			9,061,571.87
		Less Unpaid Tax Liability	.00
		Net (Check Amount)	<u>9,061,571.87</u>

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE **ONLINE**

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**ORCUTT UNION SCHOOL DISTRICT  
BOARD OF TRUSTEES  
REGULAR MEETING MINUTES  
June 10, 2020**

**CALL TO ORDER**

A regular meeting of the Board of Trustees of the Orcutt Union School District was held on Wednesday, June 10, 2020, in the District Board Room, beginning with Liz Phillips calling Public Session to order at 6:00 p.m. The Pledge of Allegiance was led by Dr. Deborah Blow. Members Present: Phillips, Waffle, Steller, Henderson, and Morinini. Administrators Present: Blow, Edds, Salucci, Young and Fell. The Board Meeting was closed to the Public due to the Covid 19 Pandemic. The Board Meeting was teleconferenced via "Go to Meeting" and streamed via "You Tube".

**CLOSED SESSION PUBLIC COMMENTS**

None

**ADJOURN TO CLOSED SESSION**

It was moved by Melanie Waffle seconded by Lisa Morinini 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 6:30 p.m. Liz Phillips reported that no action was taken.

**RECONVENE TO PUBLIC SESSION**

It was moved by Melanie Waffle seconded by Lisa Morinini to adopt the June 10, 2020 agenda.

**PUBLIC COMMENT**

Allie Doerkesen, teacher, commented on Junior High Extracurricular Activities. Phyllis Jackson, President of the Classified Staff Employee Association (CSEA) gave a CSEA update, and thanked Dr. Blow for her service. CSEA via Susan Salucci, presented Dr. Blow with a card. Monique Segura, President of the Orcutt Educators Association (OEA), thanked Dr. Blow for her service with Orcutt Union School District.

**SUPERINTENDENT'S REPORT**

Dr. Blow read of list of items she has accomplished during the time as Superintendent of Orcutt Union School District. She played a video of pictures she had taken during her six years of service.

**CONSENT AGENDA ITEMS**

- A. Classified Personnel Action Report
- B. Certificated Personnel Action Report
- C. Approval of Warrants
- D. Minutes, Regular Board Meeting, May 13, 2020
- E. BP 0420.4, Philosophy, Goals, Objectives and Comprehensive Plans for Second Reading
- F. BP 0420.41, Charter School Oversight for the Second Reading
- G. BP 0420.42, Charter School Renewal for the Second Reading
- H. BP 0420.43, Charter School Revocation for the Second Reading
- I. BP 3551, Food Service Operations/Cafeteria Fund for the Second Reading
- J. BP 4112.2, Certification for the Second Reading
- K. BP 4112.9 E, Personnel for the Second Reading
- L. BP 4113.5, Working Remotely for the Second Reading
- M. BP 5141.52, Suicide Prevention for the Second Reading
- N. BP 5144.1, Suspension and Expulsion/Due Process for the Second Reading
- O. BP 6157, Distance Learning for the Second Reading
- P. 2020-21 Dannis Woliver Kelley Attorneys at Law Agreement
- Q. Lozano Smith LLP Attorneys at Law Agreement

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

**ACTION AGENDA ITEMS**

**Public Hearing – Adopted Budget**

**2020-2021 District Adopted Budget**

It was moved by Shaun Henderson, seconded by Lisa Morinini, and carried to approve the 2020-2021 Budget, as presented. Ayes: Phillips, Waffle, Steller, Henderson, and Morinini.

**Resolution No. 24 2019-2020 Fund Balance GASB 54**

It was moved by Melanie Waffle, seconded by Shaun Henderson, and carried to approve Resolution No. 24 2019-2020 Fund Balance GASB 54, as submitted. Ayes: Phillips, Waffle, Steller, Henderson, and Morinini.

**Resolution No. 25 Orcutt Union School District Education Protection Account (EPA) Requirements**

It was moved by Mark Steller, seconded by Melanie Waffle, and carried to adopt Resolution No. 25 Orcutt Union School District Education Protection Account (EPA) Requirements, as submitted. Ayes: Phillips, Waffle, Steller, Henderson, and Morinini.

**Resolution No. 26 Commit and Uncommit the General Fund Balance**

It was moved by Shaun Henderson, seconded by Lisa Morinini, and carried to adopt Resolution No. 26 Commit and Uncommit the General Fund Balance, as submitted. Ayes: Phillips, Waffle, Steller, Henderson, and Morinini.

**Resolution No. 27 California Energy Commission 0% Loan Application**

It was moved by Shaun Henderson, seconded by Lisa Morinini, and carried to adopt Resolution No. 27 California Energy Commission 0% Loan Application as submitted. Ayes: Phillips, Waffle, Steller, Henderson, and Morinini.

**Approval of Proposed Change Order for American Modular System (AMS) for Patterson Road Full Day Kindergarten Project**

It was moved by Lisa Morinini, seconded by Shaun Henderson, and carried to approve the Proposed Change Order for American Modular System (AMS) for Patterson Road Full Day Kindergarten Project, as submitted. Ayes: Phillips, Waffle, Steller, Henderson, and Morinini.

**Award of Bid for the Lakeview JHS Site Safety & Security Measure G Bond Project**

It was moved by Melanie Waffle, seconded by Shaun Henderson, and carried to approve the Award of Bid for the Lakeview JHS Site Safety & Security Measure G Bond Project to Vernon Edwards, for \$350,000, as they were the lowest, responsive and responsible bidder. Ayes: Phillips, Waffle, Steller, Henderson, and Morinini.

**Approval of the Lakeview JHS Site Safety & Security Measure G Bond Project Budget**

It was moved by Lisa Morinini, seconded by Shaun Henderson, and carried to approve the Lakeview JHS Site Safety & Security Measure G Bond Project Budget, as submitted. Ayes: Phillips, Waffle, Steller, Henderson and Morinini.

**Acceptance of Rosie Chavez Memorial Scholarship Gift**

It was moved by Shaun Henderson, seconded by Melanie Waffle, and carried to approve the Acceptance of Gift for the Rosie Chavez Memorial Scholarship, as submitted. Ayes: Phillips, Waffle, Steller, Henderson and Morinini.

**Obsolete Dining Tables at Olga Reed**

It was moved by Shaun Henderson, seconded by Mark Steller and carried to approve to Obsolete the Dining Tables at Olga Reed, as submitted. Ayes: Phillips, Waffle, Steller, Henderson and Morinini.

**Local Control Accountability Plan (LCAP) Covid-19 Operations Written Report and Annual Update for Orcutt Union School District**

It was moved by Shaun Henderson, seconded by Lisa Morinini, and carried to approve the Local Control Accountability Plan (LCAP) Covid-19 Written Report and Annual Update for Orcutt Union School District, as submitted. Ayes: Phillips, Waffle, Steller, Henderson and Morinini.

**Local Control Accountability Plan (LCAP) Covid-19 Operations Written Report for Orcutt Academy Charter**

It was moved by Lisa Morinini, seconded by Melanie Waffle, and carried to approve the Local Control Accountability Plan (LCAP) Covid-19 Written Report for Orcutt Academy Charter, as submitted. Ayes: Phillips, Waffle, Steller, Henderson and Morinini.

**Board Policy 5125, Student Records**

It was moved by Shaun Henderson, seconded by Mark Steller, and carried to approve the revisions made to Board Policy 5125, Student Records, for the first reading, and that it be placed on the next Consent Agenda for the second reading. Ayes: Phillips, Waffle, Steller, Henderson, and Morinini.

**Board Policy 6163.4, Student Use of Technology**

It was moved by Shaun Henderson, seconded by Melanie Waffle, and carried to approve the revisions made to Board Policy 6163.4, Student Use of Technology, for the first reading, and that it be placed on the next Consent Agenda for the second reading. Ayes: Phillips, Waffle, Steller, Henderson, and Morinini.

***Public Hearing – Initial Collective Bargaining Proposal with California School Employee Association Orcutt Chapter #255 for a 2020-2021 Successor Agreement***

**Adopt the District's Initial Collective Bargaining Proposal with California School Employee Association Orcutt Chapter #255 for a 2020-2021 Successor Agreement**

It was moved by Melanie Waffle, seconded by Shaun Henderson, and carried to adopt the District's Initial Collective Bargaining Proposal with California School Employee Association Orcutt Chapter #255 for a 2020-2021 Successor Agreement, as submitted. Ayes: Phillips, Waffle, Steller, Henderson and Morinini.

***Public Hearing – Initial Collective Bargaining Proposal with Orcutt Educators Association (OEA) for a 2020-2021 Successor Agreement***

**Adopt the District's Initial Collective Bargaining Proposal with Orcutt Educators Association (OEA) for a 2020-2021 Successor Agreement**

It was moved by Melanie Waffle, seconded by Shaun Henderson, and carried to adopt the District's Initial Collective Bargaining Proposal with Orcutt Educators Association (OEA) for a 2020-2021 Successor Agreement, as submitted. Ayes: Phillips, Waffle, Steller, Henderson and Morinini.

**Brandman University Internship Contract Agreement**

It was moved by Shaun Henderson, seconded by Lisa Morinini, and carried to approve the Brandman University Internship Contract Agreement, as submitted. Ayes: Phillips, Waffle, Steller, Henderson, and Morinini.

**Approval of Administrative Position: Interim Assistant Superintendent, Educational Services**

It was moved by Shaun Henderson, seconded by Melanie Waffle, and carried to approve the Administrative Position: Interim Assistant Superintendent, Educational Services, Janet Bertoldi, as submitted. Ayes: Phillips, Waffle, Steller, Henderson, and Morinini.

**2019-2020 Resolution No. 23, Recognition of Dr. Debbie Blow**

It was moved by Melanie Waffle, seconded by Mark Steller and carried to adopt Resolution No. 23, Recognition of Dr. Debbie Blow, as submitted. Ayes: Phillips, Waffle, Steller, Henderson, and Morinini.

**ITEMS FROM THE BOARD**

Board Members thanked and recognized Dr. Debbie Blow for six years of service with Orcutt Union School District.

**GENERAL ANNOUNCEMENTS**

Unless otherwise noticed, the next regular board meeting is scheduled for Wednesday, August 12, 2020, with Closed Session starting at 6:00 p.m., Public Session at 6:30 p.m. in the District Office Board Room, 500 Dyer Street, Orcutt, CA. There will be a Special Board Study Session scheduled on Wednesday, July 15, 2020, Public Session at 12:30 p.m. 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 7:56 PM.

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Holly Edds, Ed.D. Board Secretary

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Melanie Waffle, Clerk, Board of Trustees

**ORCUTT UNION SCHOOL DISTRICT  
BOARD OF TRUSTEES  
SPECIAL CLOSED SESSION BOARD MEETING  
Open to the Public via Teleconference  
Wednesday, July 15, 2020**

**CALL TO ORDER**

A special Board meeting of the Board of Trustees of the Orcutt Union School District was held on Wednesday, July 15, 2020, beginning with Liz Phillips calling Public Session to order at 11:30 a.m. Janet Bertoldi led the Pledge of Allegiance. Members Present: Phillips, Waffle, Steller, Henderson, and Morinini. Administrators: Blow, Edds, Salucci, Young and Fell. It was moved by Lisa Morinini seconded by Shaun Henderson and carried to adopt the July 15, 2020, agenda, as presented. Ayes: Phillips, Waffle, Steller, Henderson and Morinini.

**PUBLIC COMMENTS**

Christie Ortiz and Scott Gelotti commented on the Re-Opening of School. Monique Segura gave an OEA update, and commented on the Re-Opening of School.

**RDZ Contractors Change Order #1 for Joe Nightingale Full Day Kindergarten Project**

It was moved by Melanie Waffle, seconded by Shaun Henderson and carried to approve the change order for RDZ Contractors for the Joe Nightingale Full Day Kindergarten Project in the amount of \$39,907.03, as submitted. Ayes: Phillips, Waffle, Steller, Henderson and Morinini.

**RDZ Contractors Change Order #1 for Alice Shaw Full Day Kindergarten Project**

It was moved by Shaun Henderson, seconded by Mark Steller and carried to approve RDZ Contractors change order #1 for the Alice Shaw Full Day Kindergarten Project in the amount of \$25,844.32, as submitted. Ayes: Phillips, Waffle, Steller, Henderson and Morinini.

**RDZ Contractors Change Order #1 for the Ralph Dunlap Full Day Kindergarten Project**

It was moved by Shaun Henderson, seconded by Melanie Waffle and carried to approve RDZ Contractors change order #1 for the Ralph Dunlap Full Day Kindergarten Project in the amount of \$29,258.58, as submitted. Ayes: Phillips, Waffle, Steller, Henderson and Morinini.

**RDZ Contractors Change Order #1 for the Pine Grove School Site Safety & Security**

It was moved by Mark Steller, seconded by Shaun Henderson and carried to approve RDZ Contractors change order #1 for the Pine Grove School Site Safety & Security Project in the amount of \$149,885.94, as submitted. Ayes: Phillips, Waffle, Steller, Henderson and Morinini.

**Pre Con Change Order #1 for the Patterson & Pine Grove Full Day Kindergarten Project**

It was moved by Melanie Waffle, seconded by Shaun Henderson and carried to approve Pre Con Industries, Inc. change order #1 for the Patterson & Pine Gove Full Day Kindergarten Project in the amount of \$72,132.83, as submitted. Ayes: Phillips, Waffle, Steller, Henderson and Morinini.

**Pre Con Change Order #2 for the Olga Reed Cafeteria Project**

It was moved by Shaun Henderson, seconded by Lisa Morinini and carried to approve Pre Con Industries, Inc. change order #2 for the Olga Reed Cafeteria Project in the amount of \$115,924.90, as submitted. Ayes: Phillips, Waffle, Steller, Henderson and Morinini.

**Pre Con Change Order #2 for the Orcutt Academy High School Restroom Modernization Project**

It was moved by Shaun Henderson, seconded by Lisa Morinini and carried to approve Pre Con Industries, Inc. change order #2 for the Orcutt Academy High School Restroom Modernization Project in the amount of \$20,069.29, as submitted. Ayes: Phillips, Waffle, Steller, Henderson and Morinini.

**Quincon, Inc. Change Order #1 for the Innovation Center Project**

It moved by Shaun Henderson, seconded by Lisa Morinini and carried to approve Quincon, Inc. change order #1 for the Innovation Center Project in the amount of \$145,174.00, as submitted. Ayes: Phillips, Waffle, Steller, Henderson and Morinini.

**Emergency Technology Purchase**

It was moved by Melanie Waffle, seconded by Shaun Henderson and carried to approve Emergency Technology Purchase from Direct Technology in the amount of \$663,995, as submitted. Ayes: Phillips, Waffle, Steller, Henderson and Morinini.

**Proposed Revisions to the 2020-2021 School Calendar**

It was moved by Lisa Morinini, seconded by Mark Steller and carried to approve the revisions to the 2020-2021 School Calendar as submitted. Ayes: Phillips, Waffle, Steller, Henderson and Morinini.



**Resolution No. 1 to Reopen Schools, Approve the District's Reopening Plan and Delegate Emergency Authority During the Coronavirus/Covid-19 Pandemic**

It was moved by Melanie Waffle, seconded by Shaun Henderson, to adopt Resolution No. 1 to Reopen Schools, Approve the District's Reopening Plan, and Delegate Emergency Authority During the Coronavirus/Covid-19 Pandemic, as submitted. Ayes: Phillips, Waffle Steller, Henderson and Morinini.

**ADJOURN**

It was moved by Mark Steller, seconded by Melanie Waffle and carried to adjourn the meeting at 1:34 p.m.

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Holly Edds, Ed.D., Board Secretary

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Melanie Waffle, Clerk, Board of Trustees

**SY2020-21 Annual Renewal of Services  
Super Co-Op  
A California USDA Foods Cooperative**



**Member District:** \_\_\_\_\_

Please check (✓) your response:

	We plan to CONTINUE membership with Super Co-Op for SY2020-21.
	We do NOT plan to continue membership with Super Co-Op for SY2020-21. What alternate USDA Foods delivery method do you plan to use? _____

**San Mateo-Foster City School District** is the Lead Agency of the Super Co-Op and hereby given authority to contract for USDA Foods and related services on behalf of Member Districts.

The parties agree as follows:

1. Both parties must remain eligible Recipient Agencies for receipt of United States Department of Agriculture (USDA) donated commodity foods (USDA Foods) as determined by the California Department of Education (CDE), Nutrition Services Division.
2. Through this written agreement, the Lead Agency is assigned control of the Member District's fair share of USDA Foods entitlement for SY2020-21. The Lead Agency is responsible for ordering, receiving, storing, and distribution of Direct Delivery USDA Foods on behalf of the Member District.
3. Lead Agency is responsible to maintain an inventory management system for all USDA Foods Direct Delivery items received and stored on behalf of the Member District. The Member District is responsible to maintain an inventory management system for all USDA Foods Direct Delivery or processed items after delivery to the Member District.
4. Both parties are responsible for compliance with USDA and the CDE, Nutrition Services Division policies and regulations.
5. SY2020-21 Fees:  
 Membership Fees are paid by Member District directly to the Lead Agency, billed in July 2020.  
 Annual Renewal Fee beginning the 2nd year of membership shall be 0.3% of the current year USDA Foods estimated entitlement on July 1.  
 State Administrative Fee of \$0.90 per case/unit of USDA Foods direct delivery (brown box) and diverted to processors.  
 Delivery fees as per member district selected distributors.  
 All fees are subject to change, as approved by the Super Co-Op Governing Council.  
 Member District agrees to remit all Super Co-Op fees promptly upon receipt of invoice.
6. Member District agrees to abide by the current Super Co-Op Governing Rules, Brown Box Storage Policy, and other rules or policies as approved by the Governing Council.

7. Member District acknowledges that Super Co-Op is currently in the process of changing its legal entity status, potentially to a joint powers authority. Should Super Co-Op legal entity status change for any reason whatsoever during the duration of this renewal of services agreement, the agreement may be assumed by the successor joint powers authority or other legal entity and the terms of the renewal will be fulfilled for the duration of the contract period by that entity.
8. Should a loss of USDA Foods being held for the Member District occur, due to/ but not limited to theft, spoilage, etc., the Lead Agency is responsible to the CDE, Nutrition Services Division and/or the USDA for the Fair Market Value of that food item(s). Both the Member District and Lead Agency shall be responsible to maintain insurance coverage or contract provisions for insurance coverage with third party vendors that move or house USDA Foods at the fair market value.
9. Member District shall respond to pre-planners and offerings promptly.
10. Member District shall read all correspondence from the Super Co-Op and respond promptly as indicated.
11. Member District shall maintain accurate contact information with the Super Co-Op to assure proper routing of invoices and correspondence.
12. Member District agrees to complete the annual Food Distribution Program Annual Commodity Contract Packet in CNIPs when notified by the California Department of Education, typically in June of each year.
13. Member District agrees to verify Value Pass Through (VPT) for all processed USDA Foods purchased and monitor entitlement balance ensuring that processed product is reported correctly by distributors or processors. Discrepancies shall be addressed promptly with USDA Foods distributor and/or processor.
14. In the event of a change in Lead Agency, this Agreement shall convey to the new Agency.
15. Termination of the Assignment of USDA Foods shall be made in writing to the Lead Agency no later than December 10 to take effect the following June 30.
16. Provide current contact information for three (3) individuals at your district/agency:

Nutrition Services Director	
Name	
Title	
Telephone	
Email	

Accounts Payable Contact	
Name	
Title	
Telephone	
Email	

Additional Contact for USDA Foods management	
Name	
Title	
Telephone	
Email	

By signing this, I certify that I am an authorized representative of the Member District and agree to adhere to the terms specified herein.

My execution of this Annual Renewal of Services was approved by the Member District's Board of Education at a duly called and noticed Regular Board Meeting on \_\_\_\_\_, 20\_\_.

Member District	
Signature	
Print Name	
Title	
Date	

Lead Agency	San Mateo-Foster City School District
Signature	
Print Name	Andrew Soliz
Title	Director Child Nutrition Services
Date	

***Return signed copy by December 1, 2019*** to Andrew Soliz at the Lead Agency. A signed copy will be returned to you.

Andrew Soliz  
asoliz@smfc.k12.ca.us  
San Mateo-Foster City School District  
1170 Chess Drive, Foster City, CA 94404  
Phone (650) 312-1968



## BUSINESS SERVICES MEMORANDUM

**TO:** Board of Trustees  
Holly Edds, Ed.D.

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

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

**BOARD AGENDA ITEM:** Approve the Sale or Disposal of Books, Equipment, and Supplies

**BACKGROUND:** The items shown on the surplus list below will be sold or disposed of per Board Policy 3260. Every effort is made to reuse "extra" books, equipment and supplies prior to recommending sale or disposal through Board action. If possible, materials will be recycled accordingly prior to disposal. The District contracts with Public Surplus who provides an auction model designed to assist districts with surplus disposal by finding buyers for valuable assets through the eBay marketplace. Public Surplus manages the auction process in compliance with Education Code Sections 39520- 39530 and Board Policy 3260.

Books, Equipment and Supplies for Sale or Disposal Per Board Policy 3270 Wednesday, August 12, 2020				
Item	Category	Description	Quantity	Method of Disposal
Outdoor Tables	Furniture	damaged beyond repair	14	Recycle / Dispose
Orcutt Jr. High Portable - Room 31	Temporary Portable	23 years old, SN# 29029/29030	1	Sale / Dispose
Orcutt Jr. High Portable - Room 30	Temporary Portable	22 years old, SN# 24355/24356	1	Sale / Dispose
Orcutt Jr. High Portable - Room 28	Temporary Portable	29 years old, SN# 8103/8104	1	Sale / Dispose
Orcutt Jr. High Portable - Room 29	Temporary Portable	22 years old, SN# 24353/24354	1	Sale / Dispose
Joe Nightingale - Room 25	Temporary Portable	22 years old, SN# 27657/27658	1	Sale / Dispose
Joe Nightingale - Room 26	Temporary Portable	22 years old, SN# 26386/26390	1	Sale / Dispose
District Office - Child Nutrition	Temporary Portable	20 years old, SN#69260999035727	1	Sale / Dispose

**RECOMMENDATION:** Staff recommends that the Board of Trustees approve the sale and disposal of books, equipment and supplies as presented.

**FUNDING:** N/A



## BUSINESS SERVICES MEMORANDUM

TO: Board of Trustees  
Holly Edds, Ed.D.

FROM: Bill Young  
Assistant Superintendent, Business Services

BOARD MEETING DATE: August 12, 2020

BOARD AGENDA ITEM: Cooperative Purchasing Programs

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 2020-21 school year.

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

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

**2020-21 Application for Funding****CDE Program Contact:**Consolidated Application Support Desk, Education Data Office, [conappsupport@cde.ca.gov](mailto:conappsupport@cde.ca.gov), 916-319-0297**Local Governing Board Approval**

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

Date of approval by local governing board	08/12/2020
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**District English Learner Advisory Committee Review**

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

DELAC representative's full name (non-LEA employee)	Ana Morelos
DELAC review date	03/04/2020
Meeting minutes web address  Please enter the web address of DELAC review meeting minutes (format <a href="http://SomeWebsiteName.xxx">http://SomeWebsiteName.xxx</a> ). If a web address is not available, then the LEA must keep the minutes on file which indicate that the application was reviewed by the committee.	<a href="http://www.orcuttschools.net/departments/educational_services/english_learner_program/meeting_dates">http://www.orcuttschools.net/departments/educational_services/english_learner_program/meeting_dates</a>
DELAC comment  If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

**Application for Categorical Programs**

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

<b>Title I, Part A (Basic Grant)</b> ESSA Sec. 1111et seq. SACS 3010	Yes
<b>Title II, Part A (Supporting Effective Instruction)</b> ESEA Sec. 2104 SACS 4035	Yes
<b>Title III English Learner</b> ESEA Sec. 3102 SACS 4203	Yes
<b>Title III Immigrant</b>	No

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

**2020-21 Application for Funding****CDE Program Contact:**Consolidated Application Support Desk, Education Data Office, [conappsupport@cde.ca.gov](mailto:conappsupport@cde.ca.gov), 916-319-0297

ESEA Sec. 3102 SACS 4201	
<b>Title IV, Part A (Student and School Support)</b>	Yes
ESSA Sec. 4101 SACS 4127	

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.



## **Students**

### **STUDENT RECORDS**

The Board of Trustees recognizes the importance of keeping accurate, comprehensive student records as required by law. The Superintendent or designee shall establish administrative regulations governing the identification, collection, retention, and security of student records. These regulations shall ensure the rights of authorized persons to have timely access to student records while maintaining the confidentiality of student records consistent with state and federal law.

(cf. 3580 - District Records)  
(cf. 4040 - Employee Use of Technology)  
(cf. 5125.1 - Release of Directory Information)  
(cf. 5125.3 - Challenging Student Records)

The Superintendent or designee shall designate a certificated employee to serve as custodian of records, with responsibility for student records at the district level. At each school, the principal or a certificated designee shall act as custodian of records for students enrolled at that school. The custodian of records shall be responsible for implementing Board policy and administrative regulation regarding student records. (5 CCR 431)

All appropriate personnel shall receive training regarding district policies and procedures for gathering and handling sensitive student information.

(cf. 4131 - Staff Development)  
(cf. 4231 - Staff Development)  
(cf. 4331 - Staff Development)

The district shall not collect or solicit social security numbers or the last four digits of social security numbers of students or their parents/guardians, unless otherwise required to do so by state or federal law. (Education Code 49076.7)

No information or documents regarding the citizenship or immigration status of students or their family members shall be collected, except as required by state or federal law or as required to administer a state or federally supported educational program. The Superintendent or designee shall not disclose student records to a person, agency, or organization for immigration enforcement purposes without parental consent, a court order, or a judicial subpoena. If a district employee receives such a request, he/she shall immediately report the request to the Superintendent. The Superintendent shall report the request to the Board in a timely manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)

(cf. 5145.13 - Response to Immigration Enforcement)

**STUDENT RECORDS**

The Superintendent or designee shall not compile a list, registry, or database based on students' national origin, ethnicity, or religious belief, practice, or affiliation, nor shall he/she disclose student information to federal government authorities for the purpose of compiling such a list, registry, or database for purposes of immigration enforcement. Such information may only be compiled or exchanged with other local, state, or federal agencies if the information is aggregated and is not personally identifiable. (Government Code 8310.3)

**Student Records from Social Media**

The Superintendent or designee may gather and maintain information from the social media of any district student, provided that the district first notifies students and parents/guardians about the proposed program, offers an opportunity for public comment at a regularly scheduled Board meeting, and gathers only information that directly pertains to school safety or student safety. (Education Code 49073.6)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 5131.2 - Bullying)

(cf. 5145.6 - Parental Notifications)

(cf. 9322 - Agenda/Meeting Materials)

(cf. 9323 - Meeting Conduct)

**Contract for Digital Storage, Management, and Retrieval of Student Records**

The Superintendent or designee may enter into a contract with a third party for the digital storage, management, and retrieval of student records and/or to authorize a third party provider of digital software to access, store, and use student records, provided that the contract meets the requirements of Education Code 49073.1 and other applicable state and federal laws.

(cf. 3312 - Contracts)

**Legal Reference:****EDUCATION CODE**

234.7 Student protections relating to immigration and citizenship status

17604 Contracts

48201 Student records for transfer students who have been suspended/expelled

48853.5 Foster youth; placement, immunizations

48902 Notification of law enforcement of specified violations

48904-48904.3 Withholding grades, diplomas, or transcripts

48918 Rules governing expulsion procedures

48980 Parental notifications

48985 Notices in parent/guardian's primary language

49060-49079 Student records

49091.14 Parental review of curriculum

51747 Independent study

**STUDENT RECORDS**

56041.5 Rights of students with disabilities

56050 Surrogate parents

56055 Foster parents

69432.9 Cal Grant program; notification of grade point average

BUSINESS AND PROFESSIONS CODE

22580-22582 Digital privacy

22584-22585 Student Online Personal Information Protection Act

22586-22587 Early Learning Personal Information Protection Act

CODE OF CIVIL PROCEDURE

1985.3 Subpoena duces tecum

FAMILY CODE

3025 Access to records by noncustodial parents

6552 Caregiver's authorization affidavit

GOVERNMENT CODE

6252-6260 Inspection of public records

HEALTH AND SAFETY CODE

120440 Immunizations; disclosure of information

PENAL CODE

245 Assault with deadly weapon

WELFARE AND INSTITUTIONS CODE

681 Truancy petitions

701 Juvenile court law

16010 Health and education records of a minor

CODE OF REGULATIONS, TITLE 5

430-438 Individual student records

16020-16027 Destruction of records of school districts

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

1232h Protection of Pupil Rights Amendment

UNITED STATES CODE, TITLE 26

152 Definition of dependent child

UNITED STATES CODE, TITLE 42

11434a McKinney-Vento Homeless Assistance Act; definitions

CODE OF FEDERAL REGULATIONS, TITLE 16

Part 312 Children's Online Privacy Protection Rule

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

300.501 Opportunity to examine records for parents of student with disability

Management Resources:

CSBA PUBLICATIONS

Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

FEDERAL REGISTER

Final Rule and Analysis of Comments and Changes, Family Educational Rights and Privacy, December 9, 2008, Vol. 73, No. 237, pages 74806-74855

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Data in the Cloud: A Legal and Policy Guide for School Boards on Student Data Privacy in the Cloud Computing Era, April 2014

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

**STUDENT RECORDS**

IDEA and FERPA Confidentiality Provisions, 2014

Joint Guidance on the Application of the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to Student Health Records, 2008  
Balancing Student Privacy and School Safety: A Guide to the Family Educational Rights and Privacy Act for Elementary and Secondary Schools, October 2007

**WEB SITES**

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

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

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

U.S. Department of Education, Family Policy Compliance Office: <http://www.ed.gov/gen/guid/fpco>

Policy Adopted: ~~08/08/2018~~ 09/09/2020      ORCUTT UNION SCHOOL DISTRICT  
Orcutt, California

**STUDENT USE OF TECHNOLOGY**

~~The Board of Trustees recognizes that technology provides ways to access the most current and extensive sources of information. Technology also enables students to practice skills and to develop reasoning and problem-solving abilities. In addition, electronic resources foster workplace skills that may be transferable to new technologies. Every effort shall be made to provide equal access to technology throughout the district's schools and classes. The Board of Trustees intends that technological resources provided by the district be used in a safe, responsible and proper manner in support of the instructional program and for the advancement of student learning.~~ All students using these resources shall receive instruction in their proper and appropriate use.

(cf. 0440 - District Technology Plan)  
(cf. 1113 - District and School Websites)  
(cf. 1114 - District-Sponsored Social Media)  
(cf. 4040 - Employee Use of Technology)  
~~(cf. 5131 - Conduct)~~  
(cf. 6163.1 - Library Media Centers)

**On-Line Services**

Teachers, administrators, and/or library media specialists are expected to review the technological resources and online sites that will be used in the classroom or assigned to students in order to ensure that they are appropriate for the intended purpose and the age of the students.

~~To discourage access to adult content on on-line electronic services and preclude other misuses of the system, the Superintendent or designee shall establish age/grade level qualifications and shall ensure that students receive training in user obligations and responsibilities.~~

The Superintendent or designee shall notify students and parents/guardians about authorized uses of district ~~computers~~ technology, user obligations and responsibilities, and consequences for unauthorized use and/or unlawful activities in accordance with ~~district regulations~~ this Board policy and the district's Acceptable Use Agreement.

District technology includes, but is not limited to, computers, the district's computer network including servers and wireless computer networking technology (wi-fi), the Internet, email, USB drives, wireless access points (routers), tablet computers, smartphones and smart devices, telephones, cellular telephones, personal digital assistants, pagers, MP3 players, wearable technology, any wireless communication device including emergency radios, and/or future technological innovations, whether accessed on or off site or through district-owned or personally owned equipment or devices.

~~(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)~~

**STUDENT USE OF TECHNOLOGY**

~~(cf. 5144 - Discipline)~~

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

~~(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))~~

~~(cf. 5145.12 - Search and Seizure)~~

Before a student is authorized to use the district's technological resources **technology**, the student and his/her parent/guardian shall sign and return the Acceptable Use Agreement ~~specifying user obligations and responsibilities~~. In that agreement, the student and his/her parent/guardian shall agree not to hold the district or any district staff responsible for the failure of any technology protection measures, ~~violations of copyright restrictions~~, or user mistakes or negligence. They shall also agree to indemnify and hold harmless the district and district personnel for any damages or costs incurred.

~~(cf. 6162.6 - Use of Copyrighted Materials)~~

The district reserves the right to monitor student use of technology within the jurisdiction of the district without advance notice or consent. Students shall be informed that their use of district technology, including, but not limited to, computer files, email, text messages, instant messaging, and other electronic communications, is not private and may be accessed by the district for the purpose of ensuring proper use. Students have no reasonable expectation of privacy in use of the district technology. Students' personally owned devices shall not be searched except in cases where there is a reasonable suspicion, based on specific and objective facts, that the search will uncover evidence of a violation of law, district policy, or school rules.

~~(cf. 5145.12 - Search and Seizure)~~

The Superintendent or designee may gather and maintain information pertaining directly to school safety or student safety from the social media activity of any district student in accordance with Education Code 49073.6 and BP/AR 5125 - Student Records.

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

Whenever a student is found to have violated Board policy or the district's Acceptable Use Agreement, the principal or designee may cancel or limit a student's user privileges or increase supervision of the student's use of the district's equipment and other technological resources, as appropriate. Inappropriate use also may result in disciplinary action and/or legal action in accordance with law and Board policy.

~~(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)~~

~~(cf. 5144 - Discipline)~~

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

~~(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))~~

The Superintendent or designee, with input from students and appropriate staff, shall regularly review and update procedures to enhance the safety and security of students

**STUDENT USE OF TECHNOLOGY**

using district technology and to help ensure that the district adapts to changing technologies and circumstances.

**Internet Safety**

The Superintendent or designee shall ensure that all district computers with Internet access have a technology protection measure that ~~blocks or filters Internet~~ **protects against** access to visual depictions that are obscene, child pornography, or harmful to minors and that the operation of such measures is enforced. (20 USC ~~6777~~ **7131**, 47 USC 254; **47 CFR 54.520**)

~~The Superintendent or designee shall establish administrative regulations governing the use of the district's on-line services. He/She shall ensure that user have no expectation of privacy and understand that district staff may monitor or examine all system activities to ensure proper use of the system. Students who fail to abide by these regulations shall be subject to disciplinary action, revocation of the user account, and legal action as appropriate.~~

The Superintendent or designee shall implement rules and procedures designed to restrict students' access to harmful or inappropriate matter on the Internet and to ensure that students do not engage in unauthorized or unlawful online activities. ~~Staff shall supervise students while they are using online services and may have teacher aides, student aides, and volunteers assist in this supervision.~~

Harmful matter includes matter, taken as a whole, which to the average person, applying contemporary statewide standards, appeals to the prurient interest and is matter which depicts or describes, in a patently offensive way, sexual conduct and which lacks serious literary, artistic, political, or scientific value for minors. (Penal Code 313)

The district's Acceptable Use Agreement shall establish expectations for appropriate student conduct when using the Internet or other forms of electronic communication, including, but not limited to, prohibitions against:

Accessing, posting, submitting, publishing, or displaying harmful or inappropriate matter that is threatening, obscene, disruptive, or sexually explicit, or that could be construed as harassment or disparagement of others based on their race/ethnicity, national origin, sex, gender, sexual orientation, age, disability, religion, or political beliefs

(cf. 5131 - Conduct)  
(cf. 5131.2 - Bullying)  
(cf. 5145.3 - Nondiscrimination/Harassment)  
(cf. 5145.7 - Sexual Harassment)  
(cf. 5145.9 - Hate-Motivated Behavior)

**STUDENT USE OF TECHNOLOGY**

Intentionally uploading, downloading, or creating computer viruses and/or maliciously attempting to harm or destroy district equipment or materials or manipulate the data of any other user, including so-called "hacking".

Distributing personal identification information, including the name, address, telephone number, Social Security number, or other personally identifiable information, of another student, staff member, or other person with the intent to threaten, intimidate, harass, or ridicule that person

The Superintendent or designee shall provide age-appropriate instruction regarding safe and appropriate behavior on social networking sites, chat rooms, and other Internet services. Such instruction shall include, but not be limited to, the dangers of posting personal information online, misrepresentation by online predators, how to report inappropriate or offensive content or threats, behaviors that constitute cyberbullying, and how to respond when subjected to cyberbullying.

**Legal Reference:**

## EDUCATION CODE

49073.6 Student records; social media

51006 Computer education and resources

51007 Programs to strengthen technological skills

~~51870-51874 Education technology~~

60044 Prohibited instructional materials

## PENAL CODE

313 Harmful matter

502 Computer crimes, remedies

632 Eavesdropping on or recording confidential communications

653.2 Electronic communication devices, threats to safety

## UNITED STATES CODE, TITLE 15

6501-6506 Children's Online Privacy Protection Act

## UNITED STATES CODE, TITLE 20

7101-7122 Student Support and Academic Enrichment Grants

~~6751-6777 Enhancing Education Through Technology Act, Title II, Part D, especially:-~~

~~6777~~ 7131 Internet safety

## UNITED STATES CODE, TITLE 47

254 Universal service discounts (E-rate)

## CODE OF FEDERAL REGULATIONS, TITLE 16

312.1-312.12 Children's Online Privacy Protection Act

## CODE OF FEDERAL REGULATIONS, TITLE 47

54.520 Internet safety policy and technology protection measures, E-rate discounts

## COURT DECISIONS

New Jersey v. T.L.O., (1985) 469 U.S. 325

**Management Resources:**

## CSBA PUBLICATIONS

Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007

## FEDERAL TRADE COMMISSION PUBLICATIONS

How to Protect Kids' Privacy Online: A Guide for Teachers, December 2000

~~MY SPACE.COM PUBLICATIONS~~



**STUDENT USE OF TECHNOLOGY**

~~The Official School Administrator's Guide to Understanding MySpace and Resolving Social Networking Issues~~

**WEB SITES**

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

American Library Association: <http://www.ala.org>

California Coalition for Children's Internet Safety: <http://www.cybersafety.ca.gov>

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

Center for Safe and Responsible Internet Use: <http://csriu.org>

Federal Communications Commission: <http://www.fcc.gov>

Federal Trade Commission, Children's Online Privacy Protection:

<http://www.ftc.gov/privacy/privacyinitiatives/childrens.html>

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

~~Web Wise Kids: <http://www.webwisekids.org>~~

Policy Adopted: ~~11/18/09~~ **09/09/2020**

ORCUTT UNION SCHOOL DISTRICT  
Orcutt, California



# ORCUTT UNION SCHOOL DISTRICT

## REQUEST FOR ACCEPTANCE OF GIFT

**SCHOOL:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**DONOR:** Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No. \_\_\_\_\_

**GIFT:** Item Donated \_\_\_\_\_ or Cash Donation \$ \_\_\_\_\_  
(Fill in if money is donated)  
Designated for: \_\_\_\_\_  
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): \_\_\_\_\_

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.)



# ORCUTT Union School District

*Where a Dedicated Staff Means Kids Come First*

## **BOARD OF TRUSTEES**

SHAUN HENDERSON

LISA MORININI

LIZ PHILLIPS

MARK STELLER

MELANIE WAFFLE

HOLLY EDDS, Ed.D.

*District Superintendent*

JANET BERTOLDI

*Interim*

*Assistant Superintendent*

SUSAN SALUCCI

*Assistant Superintendent*

WILLIAM YOUNG

*Assistant Superintendent*

TO: Board of Trustees

FROM: Holly Edds, Ed.D.  
Superintendent

BOARD MEETING DATE: August 12, 2020

BOARD AGENDA ITEM: Board Policy 0430, Comprehensive Local Plan for Special Education

BACKGROUND: Policy updated to reflect the requirement that the Special Education Local Plan Area (SELPA) submit its local plan to the county office of education and/or Superintendent of Public Instruction and the requirement, beginning July 2, 2020, to review the plan every three years. Policy also clarifies the different types of SELPA governance structures and adds an option for arrangements in which the district joins with other districts and the county office of education to form a SELPA. Policy deletes material related to the referral and eligibility of students for special education, which is addressed in AR 6164.4 – Identification and Evaluation of Individuals for Special Education. Policy adds requirement to adopt a procedure for the ongoing review of programs and a mechanism for correcting any identified problem.

RECOMMENDATION: It is recommended that the Board of Trustees approve the proposed revisions of BP 0430.

FUNDING: There are no funding implications

## COMPREHENSIVE LOCAL PLAN FOR SPECIAL EDUCATION

The Governing Board recognizes its obligation to provide a free appropriate public education to all individuals with disabilities, aged 3 to 21 years, who reside in the district. ~~Board of Trustees desires to provide a free appropriate public education to all individuals with disabilities, aged 3 to 21 years, who reside in the district, including children who have been suspended or expelled or placed by the district in a nonpublic, nonsectarian school.~~

~~Students shall be referred for special education instruction and services only after the resources of the regular education program have been considered, and where appropriate, utilized. (Education Code 56303)~~

(cf. 3541.2 – Transportation for Students with Disabilities

(cf. 4112.23 – Special Education Staff)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

(cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)

(cf. 6159 - Individualized Education Program)

(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

(cf. 6159.2 - Nonpublic Nonsectarian School and Agency Services for Special Education)

(cf. 6159.3 - Appointment of Surrogate Parent for Special Education Students)

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

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

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

~~The special education local plan area (SELPA) shall administer a local plan and administer the allocation of funds. (Education Code 56195)~~

~~(cf. 1220 – Citizen Advisory Committees)~~

~~(cf. 1312.3 – Uniform Complaint Procedures)~~

~~(cf. 3541.2 – Transportation for Students with Disabilities)~~

~~(cf. 4112.23 – Special Education Staff)~~

In order to meet the needs of individuals with disabilities and employ staff with adequate expertise for this purpose, the district participates as a member of the Special Education Local Plan Area (SELPA), with other districts and the county office of education pursuant to Education Code 56195.1.

The district shall enter into agreements with other members of the SELPA in accordance with Education Code 56195.1 and 56195.7. Consistent with these agreements, the district shall adopt policies governing the programs and services it operates. (Education Code 56195.8)

The Superintendent or designee shall work with the other members of the SELPA to develop a local plan for the education of individuals with disabilities. The plan shall be approved by the Board and the other members of the SELPA, and shall be submitted to the Superintendent of Public Instruction. (Education Code 56195.1)

## Philosophy, Goals, Objectives and Comprehensive Plans

BP 0430 (b)

The local plan shall be reviewed at least once every three years and updated as needed to ensure the information contained in the plan remains relevant and accurate. The local plan shall be updated cooperatively by a committee of representatives of special and regular education teachers and administrators selected by the groups they represent and with participation by parent/guardian members of the community advisory committee, or parents/guardians selected by the community advisory committee, to ensure adequate and effective participation and communication. (Education Code 56195.9)

Special education programs and services shall be reviewed on an ongoing basis. The results of such evaluations shall be used to identify and correct any program deficiencies.

~~The Superintendent or designee shall extend the district's full cooperation to the SELPA. The policies and procedures of the SELPA shall be applied as policies and regulations of this district, with the exception of those that apply to complaints, unless the SELPA plan specifically authorizes the district to operate under its own policies and regulations.~~

### Legal Reference:

#### EDUCATION CODE

56000-56001 Education for individuals with exceptional needs

56020-56035 Definitions

56040-56046 General provisions

56048-56050 Surrogate parents

56055 Foster parents

56060-56063 Substitute teachers

56170-56177 Children enrolled in private schools

56190-56194 Community advisory committees

56195-56195.10 Local plans

56205-56208 Local plan requirements

56213 Special education local plan areas with small or sparse populations

56240-56245 Staff development

56300-56385 Identification and referral, assessment, instructional planning

56440-56447.1 Programs for individuals between the ages of three and five years

56500-56508 Procedural safeguards, including due process rights

56520-56524 Behavioral interventions

56600-56606 Evaluation, audits and information

56836-56836.05 Administration of local plan

#### GOVERNMENT CODE

7579.5 Surrogate parent, appointment, qualifications, liability

95000-95029 California Early Intervention Services Act

#### WELFARE AND INSTITUTIONS CODE

361 Limitations on parental control

726 Limitations on parental control

#### CODE OF REGULATIONS, TITLE 5

3000-3089 Regulations governing special education

#### UNITED STATES CODE, TITLE 20

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

BP 0430 (c)

1400-1482 Individuals with Disabilities Education Act

UNITED STATES CODE, TITLE 29

794 Rehabilitation Act of 1973, Section 504

UNITED STATES CODE, TITLE 42

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 34

99.10-99.22 Inspection, review and procedures for amending education records

104.1-104.39 Section 504 of the Rehabilitation Act of 1973

300.1-300.818 Assistance to states for the education of children with disabilities, including:

300.500-300.520 Due process procedures for parents and children

303.1-303.654 Early intervention program for infants and toddlers with disabilities

Management Resources:

WEB SITES

California Department of Education, Special Education: <http://www.cde.ca.gov/sp/se>

U.S. Department of Education, Office of Special Education Programs:

<http://www.ed.gov/about/offices/list/osep>

Policy Adopted: ~~10/15/08~~ 09/09/20

ORCUTT UNION SCHOOL DISTRICT  
Orcutt, California



# ORCUTT Union School District

*Where a Dedicated Staff Means Kids Come First*

## **BOARD OF TRUSTEES**

SHAUN HENDERSON

LISA MORININI

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MELANIE WAFFLE

HOLLY EDDS, Ed.D.

*District Superintendent*

JANET BERTOLDI

*Interim*

*Assistant Superintendent*

SUSAN SALUCCI

*Assistant Superintendent*

WILLIAM YOUNG

*Assistant Superintendent*

TO: Board of Trustees

FROM: Holly Edds, Ed.D.  
Superintendent

BOARD MEETING DATE: August 12, 2020

BOARD AGENDA ITEM: Board Policy 1312.3, Uniform Complaint Procedures

BACKGROUND: Policy updated to add medical condition as a characteristic that is protected from discrimination, reflect NEW LAW (SB 75, 2019) which extends the use of uniform complaint procedures (UCP) to complaints alleging noncompliance with the physical education instructional minutes requirement for grades 7-12, and add an item indicating the use of the UCP for complaints regarding health and safety in a license-exempt California State Preschool Program (CSPP) consistent with CDE's Federal Program Monitoring Instrument, review of programs and a mechanism for correcting any identified problem.

RECOMMENDATION: It is recommended that the Board of Trustees approve the proposed revisions of BP 1312.3.

FUNDING: There are no funding implications

## UNIFORM COMPLAINT PROCEDURES

The Governing Board recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages the early, informal resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts a uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

### Complaints Subject to the UCP

The district's uniform complaint procedures (UCP) shall be used to investigate and resolve the following complaints:

1. Any complaint alleging district violation of applicable state or federal law or regulations governing any program subject to the UCP which is offered by the district, including adult education programs, After School Education and Safety programs, agricultural career technical and technical education; ~~American Indian education centers and early childhood education program assessments; bilingual education, California Peer Assistance and Review programs for teachers, state career technical and technical education and training programs,~~ federal career technical education; child care and development programs, child nutrition programs, compensatory education, consolidated categorical aid programs, ~~Economic Impact Aid,~~ the federal Every Student Succeeds Act, migrant education, Regional Occupational Centers and Programs, school safety plans, ~~special education programs,~~ California State Preschool Programs; ~~Tobacco Use Prevention Education programs,~~ and any other district-implemented **state categorical** program **that is not funded through the local control funding formula pursuant to which is listed in Education Code 64000**

(cf. 3553 - Free and Reduced Price Meals)

(cf. 3555 - Nutrition Program Compliance)

~~(cf. 5131.62 - Tobacco)~~

(cf. 5148 - Child Care and Development)

(cf. 5148.2 - Before/After School Programs)

(cf. 5148.3 - Preschool/Early Childhood Education Program)

~~(cf. 6159 - Individualized Education)~~

(cf. 6171 - Title I Programs)

(cf. 6174 - Education for English Language Learners)

(cf. 6175 - Migrant Education Program)

(cf. 6178 - Career Technical Education)

(cf. 6178.1 - Work-Based Learning)

(cf. 6178.2 - Regional Occupational Center/Program)

(6200 - Adult Education)

4. 2. Any complaint by a student, employee, or other person participating in a district program or activity, alleging the occurrence of unlawful discrimination, (such as discriminatory harassment, intimidation, or bullying) in district programs and activities, including, in those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on ~~his/her~~ **the person's** actual or perceived characteristics of race or ethnicity, color,



**UNIFORM COMPLAINT PROCEDURES**

ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on his/her association with a person's **association with a person** or group with one or more of these actual or perceived characteristics (5 CCR 4610)

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

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

- ~~2.~~ **3.** Any complaint alleging district noncompliance with the requirement to provide reasonable accommodation to a lactating student on school campus to express breast milk, breastfeed an infant child, or address other breastfeeding-related needs of the student (Education Code 222)

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

- ~~3.~~ **4.** Any complaint alleging district noncompliance with requirements to provide a pregnant or parenting student, the accommodations specified in Education Code 46015, including those related to the provision of parental leave, right of return to the school or previous enrollment or to an alternative education program, if desired, and possible enrollment in school for a fifth year of instruction to enable the student to complete state and Board-imposed graduation requirements. (Education Code 46015)

- ~~4.~~ **5.** Any complaint alleging district noncompliance with **the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities (5 CCR 4610)** ~~legal requirements related to the~~

~~— implementation of the local control and accountability plan (Education Code 52075)~~

(cf. 3260 - Fees and Charges)

(cf. 3320 – Claims and Actions Against the District)

- ~~5.~~ **6.** Any complaint, alleging district noncompliance with applicable requirements of Education Code 52060-52077 related to the implementation of the local control and accountability plan, including the development of a local control funding formula budget overview for parents/guardians (Education Code 52075)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 3100 - Budget)

- ~~6.~~ **7.** Any complaint, alleging noncompliance with requirements related to the development of a school plan for student achievement or the establishment of a school site council, as required for the consolidated application for specified federal and/or state categorical funding (Education Code 64000-64001, 65000-65001)

(cf. 6173.1 - Education for Foster Youth)

**UNIFORM COMPLAINT PROCEDURES**

8. Any complaint, by or on behalf of a student who is a foster youth as defined in Education Code 51225.2, alleging district noncompliance with the requirements applicable to the student regarding placement decisions; the responsibilities of the district's educational liaison to the student; the award of credit for coursework satisfactorily completed in another school, district, or country; school or records transfer; or the grant of an exemption from Board-imposed graduation requirements (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

(cf. 6173.1 - Education for Foster Youth)

- ~~7.~~ 9. Any complaint, by or on behalf of a student who transfers into the district after the second year of high school and is a homeless child or youth as defined in 42 USC 11434a, a former juvenile court school student currently enrolled in the district, a child of a military family as defined in Education Code 49701, or a migrant student as defined in Education Code 54441, or by or on behalf of an immigrant student participating in a newcomer program as defined in Education Code 51225.2 in the third or fourth year of high school, alleging district noncompliance with any requirement applicable to the student regarding the grant of an exemption from Board-imposed graduation requirements (Education Code 51225.1)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.2 - Education of Children of Military Families)

(cf. 6173.3 - Education for Juvenile Court School Students)

- ~~8.~~ 10. Any complaint, by or on behalf of a student who is a homeless child or youth as defined in 42 USC 11434a, a former juvenile court school student, a child of a military family as defined in Education Code 49701, a migrant child as defined in Education Code 54441, or a newly arrived immigrant student who is participating in a newcomer program as defined in Education Code 51225.2, alleging district noncompliance with requirements for the award of credit for coursework satisfactorily completed in another school, district, or country (Education Code 51225.2)

- ~~9.~~ 11. Any complaint alleging district noncompliance with the requirements of Education Code 51228.1 and 51228.2 that prohibit the assignment of a student in grades 9-12 to a course without educational content for more than one week in any semester or to a course the student has previously satisfactorily completed, without meeting specified conditions (Education Code 51228.3)

(cf. 6152 - Class Assignment)

- ~~10.~~ 12. Any complaint alleging district noncompliance with the physical education instructional minutes' requirement for students in elementary school (Education Code 51210, 51222, 51223)

(cf. 6142.7 - Physical Education and Activity)

13. Complaints regarding the noncompliance of a license-exempt California State Preschool Program (CSPP) with health and safety standards specified in Health and

## UNIFORM COMPLAINT PROCEDURES

Safety Code 1596.7925 and related state regulations (Education Code 8235.5; Health and Safety Code 1596.7925)

~~11.~~ 14. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy

~~12.~~ 15. Any other complaint as specified in a district policy

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process to reach a resolution to the complaint that is acceptable to all parties. An ADR process such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. For any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) the Superintendent or designee shall keep confidential the identity of the complainant and/or the subject of the complaint, if different from the complainant, confidential when appropriate and as long as the integrity of the complaint process is maintained.

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

(cf. 5125 - Student Records)

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

When an allegation that is not subject to the UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the district's UCP.

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and related requirements, including the steps and timelines specified in this policy and the accompanying administrative regulation.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The Superintendent or designee shall maintain a record records of each complaint and subsequent related actions, including steps taken during the investigations and all information required for compliance with 5 CCR 4631 and 4633.

(cf. 3580 - District Records)

Non-UCP Complaints

**UNIFORM COMPLAINT PROCEDURES**

The following complaints shall not be subject to the district's UCP but shall be referred to the specified agency: (5 CCR 4611)

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services Protective Services Division, and the appropriate law enforcement agency

(cf. 5141.4 – Child Abuse and Reporting)

2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services and shall, for licensing-exempt facilities, be referred to the appropriate Child Development regional administrator.

3. Any complaint alleging fraud shall be referred to the Legal, Audits, and Compliance Branch of the California Department of Education.

Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in AR 4030 - Nondiscrimination in Employment, including the right to file the complaint with the California Department of Fair Employment and Housing.

Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments, ~~or health and safety violations in any license-exempt California State Preschool Program~~ shall be investigated and resolved in accordance with the procedures in AR 1312.4 – Williams Uniform Complaint Procedures. (Education Code 8235.5, 35186)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

8200-8498 Child care and development programs

8500-8538 Adult basic education

18100-18203 School libraries

32280-32289 School safety plan, uniform complaint procedures

~~33380-32284 California Indian Education Centers~~

35186 Williams uniform complaint procedure

~~44500-44508 California Peer Assistance and Review Program for Teachers~~

46015 Parental leave for students

48853-48853.5 Foster youth

48985 Notices in language other than English

49010-49013 4 Student fees

49060-49079 Student records

49069.4 5 Records of foster youth

**UNIFORM COMPLAINT PROCEDURES**

49490-49590 Child nutrition programs

49701 Interstate Compact on Educational Opportunity for Military Children

51210 Courses of study grades 1-6

**51222 Physical educations, secondary schools**

51223 Physical educations, elementary schools

51225.1 - **51225.2** Foster youth, homeless children, former juvenile court school students, and military-connected students; **migrant students, and newly arrived immigrant students**; course credits; graduation requirements

51226-51226.1 Career technical education

51228.1-51228.3 Course periods without educational content

52060-52077 Local control and accountability plan, especially

52075 Compliant for lack of compliance with local control and accountability plan requirements

~~52160-52178 Bilingual education programs~~

52300-52490 Career-technical education

52500-52616.24 Adult schools

54400-54425 Compensatory education programs

54440-54445 Migrant education

54460-54529 Compensatory education programs 56000-56867 Special education programs

~~56000-56865 Special education programs~~

59000-59300 Special schools and centers

64000-64001 Consolidated application process

**65000-65001 School site councils**

**GOVERNMENT CODE**

11135 Nondiscrimination in programs or activities funded by state

12900-12996 Fair Employment and Housing Act

**HEALTH AND SAFETY CODE**

1596.792 California Child Day Care Act; general provisions and definitions

1596.7925 California Child Day Care Act; health and safety regulations

~~104420 Tobacco Use Prevention Education~~

**PENAL CODE**

422.55 Hate crime; definition

422.6 Interference with constitutional right or privilege

**CODE OF REGULATIONS, TITLE 2**

11023 Harassment and discrimination prevention and correction

**CODE OF REGULATIONS, TITLE 5**

3080 Applicability of uniform complaint procedures to complaints regarding students with disabilities

4600-4670 Uniform complaint procedures

**4680-4687 Williams Uniform Complaint Procedures**

4900-4965 Nondiscrimination in elementary and secondary education programs

**UNITED STATES CODE, TITLE 20**

1221 Application of laws

1232g Family Educational Rights and Privacy Act

1681-1688 Title IX of the Education Amendments of 1972

**UNIFORM COMPLAINT PROCEDURES**

6301-6576 Title I Improving the Academic Achievement of the Disadvantaged  
6801-7014 Title III language instruction for limited English proficient and immigrant students  
UNITED STATES CODE, TITLE 29  
794 Section 504 of Rehabilitation Act of 1973  
UNITED STATES CODE, TITLE 42  
2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended  
2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964  
6101-6107 Age Discrimination Act of 1975  
**12101-12213 Title II equal opportunity for individuals with disabilities**  
CODE OF FEDERAL REGULATIONS, TITLE 28  
35.107 Nondiscrimination on basis of disability; complaints  
CODE OF FEDERAL REGULATIONS, TITLE 34  
99.1-99.67 Family Educational Rights and Privacy Act  
100.3 Prohibition of discrimination on basis of race, color or national origin  
104.7 Designation of responsible employee for Section 504  
106.8 Designation of responsible employee for Title IX  
106.9 Notification of nondiscrimination on basis of sex  
110.25 Notification of nondiscrimination on the basis of age

**Management Resources:**

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

**Uniform Complaint Procedure 2020-21 Program Instrument**

Sample UCP Board Policies and Procedures

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

Dear Colleague Letter, September 22, 2017

Dear Colleague Letter: Title IX Coordinators, April 2015

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

Dear Colleague Letter: Harassment and Bullying, October 2010

Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against

National Origin Discrimination Affecting Limited English Proficient Persons, 2002

**WEB SITES**

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

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

Family Policy Compliance Office: <http://familypolicy.ed.gov>

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

U.S. Department of Justice: <http://www.justice.gov>

Policy Adopted: ~~09/11/2019~~ **09/09/20**

ORCUTT UNION SCHOOL DISTRICT  
Orcutt, California



# ORCUTT Union School District

*Where a Dedicated Staff Means Kids Come First*

## **BOARD OF TRUSTEES**

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*Assistant Superintendent*

SUSAN SALUCCI

*Assistant Superintendent*

WILLIAM YOUNG

*Assistant Superintendent*

TO: Board of Trustees

FROM: Holly Edds, Ed.D.  
Superintendent

BOARD MEETING DATE: August 12, 2020

BOARD AGENDA ITEM: Board Policy 1340, Access to District Records

BACKGROUND: Policy updated to reflect NEW LAW (AB 1819, 2019) which allows members of the public to use their own equipment on district premises, free of charge, to photograph, copy, or reproduce a disclosable district record, provided that the equipment does not make physical contact with the record.

RECOMMENDATION: It is recommended that the Board of Trustees approve the proposed revisions of BP 1340.

FUNDING: There are no funding implications

## Community Relations

### ACCESS TO DISTRICT RECORDS

The **Governing** Board of ~~Trustees~~ recognizes the right of ~~citizens~~ **the public** to have access to public records of the district. The ~~Board intends the district shall to~~ provide any person reasonable access to the public records of the schools and district during normal business hours and within the requirements of state and federal law. Public access shall not be given to records listed as exempt from public disclosure in the California Public Records Act **and** or other ~~statutes~~ **state or federal law**.

(cf. 3553 - Free and Reduced Price Meals)

(cf. 3580 – District Records)

(cf. 4112.5/4215.5/4312.5 – Criminal Record Check)

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

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

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

(cf. 6162.5 - Student Assessment)

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

(cf. 9321 - Closed Session Purposes and Agendas)

In response to a public records request, the Superintendent or designee shall make reasonable efforts to locate the requested records, including, but not limited to, any electronic communication substantively related to the records, such as email, text messages, instant messages, and other electronic communications, regardless of whether they are transmitted through a district-provided device or account or through an employee's or Board member's personal device or account.

(cf. 4040 – Employee Use of Technology)

(cf. 9012 – Board Member Electronic Communications)

The district may charge for copies of public records or other materials requested by individuals or groups. The charge shall be based on actual costs of duplication, as determined by the Superintendent or designee and as specified in administrative regulation.

In order to help maintain the security of district records, members of the public granted access shall examine records in the presence of a district staff member.

Legal Reference:

EDUCATION CODE

35145 Public meetings

35170 Authority to secure copyrights

35250 Duty to keep certain records and reports



## **Community Relations**

### **ACCESS TO DISTRICT RECORDS**

41020 Requirement for annual audit  
42103 Publication of proposed budget; hearing  
44031 Personnel file contents and inspections  
44839 Medical certificates; periodic medical examination (re access to medical certificate in personnel file)  
49060-49079 Pupil Student records  
49091.10 Parental review of curriculum and instruction  
~~52850 Applicability of article (School-based Program Coordination Plan availability)~~

### **GOVERNMENT CODE**

3547 Proposals relating to representation  
6250-6270 California Public Records Act  
6275-6276.48 Other exemptions from disclosure  
53262 Employment contracts  
54957.2 Minute book record of closed sessions  
54957.5 Agendas and other writings distributed for discussion or consideration  
81008 Public records; inspection and reproduction

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

430-438 Individual pupil records

### **CALIFORNIA CONSTITUTION**

Article 1, Section 3 Right of access to governmental information

### **COURT DECISIONS**

City of San Jose v. Superior Court (2017) 2 Cal. 5<sup>th</sup> 608  
Los Angeles County Board of Supervisors v. Superior Court (2016) 2 Cal.5th 282  
International Federation of Professional and Technical Engineers v. The Superior Court of Alameda County, (2007) 42 Cal.4th 319  
Los Angeles Times v. Alameda Corridor Transportation Authority, (2001) 88 Cal.App.4th 1381  
Kleitman v. Superior Court, (1999) 74 Cal.App. 4th 324  
Fairley v. Superior Court, 66 Cal. App. 4th 1414 (1998)  
North County Parents Organization for Children with Special Needs v. Department of Education, (1994) 23 Cal.App. 4th 144

### **ATTORNEY GENERAL OPINIONS**

71 Ops.Cal.Atty.Gen. 235 (1988)  
64 Ops.Cal. Atty.Gen 186 (1981)

### **MANAGEMENT RESOURCES:**

#### **CSBA PUBLICATIONS**

Legal Alert: Tips for Governing Boards in Response to Public Records Act Ruling on Electronic Communications, March 2017

#### **CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS**

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018  
California Department of Justice Guidelines for Access to Public Records, October 2017

~~Summary of the California Public Records Act, 2004~~

LEAGUE OF CALIFORNIA CITIES PUBLICATIONS

BP 1340 (c)

**Community Relations**

**ACCESS TO DISTRICT RECORDS**

The People's Business: A Guide to the California Public Records rev. ~~April 2017 Act, 2008~~

**WEB SITES**

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

California Attorney General's Office: <http://oag.ca.gov>

Institute for Local Government: <http://www.cacities.org>

State Bar of California: <http://www.calbar.ca.gov>

Policy Adopted: ~~11/08/17~~ 09/09/2020

ORCUTT UNION SCHOOL DISTRICT  
Orcutt, California



# ORCUTT Union School District

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## **BOARD OF TRUSTEES**

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*Assistant Superintendent*

SUSAN SALUCCI

*Assistant Superintendent*

WILLIAM YOUNG

*Assistant Superintendent*

TO: Board of Trustees

FROM: Holly Edds, Ed.D.

BOARD MEETING DATE: August 12, 2020

BOARD AGENDA ITEM: Scheduling additional Board Meetings in September and December 2020

BACKGROUND: Two separate board meetings are required for the Learning Continuity Plan, 1) public hearing and 2) adoption of the plan, which needs to be approved by September 30. The September regular board meeting is September 9, 2020, and the district will need to add a "Special Board Meeting" on September 16, 2020 for the approval of the Learning Continuity Plan.

AB2449, which went into effect on January 1, 2019, will require newly elected members of a school district, county office of education, or community college governing board to assume office on the second Friday in December, subsequent to their election. Additionally, the bill requires that Annual Organizational Meetings be held on or after the second Friday in December. The regular board meeting is scheduled for December 9, 2020 and to meet the requirement mentioned above, we will need to add a "Special Board Meeting" on December 16, 2020.

RECOMMENDATION: It is recommended that the Board of Trustees approve the addition of two "Special Board Meetings" in September and December, as submitted.

FUNDING: N/A



## BUSINESS SERVICES MEMORANDUM

TO: Board of Trustees  
Holly Edds, Ed.D.

FROM: Bill Young  
Assistant Superintendent, Business Services

BOARD MEETING DATE: August 12, 2020

BOARD AGENDA ITEM: Authorized Signatures: District Personnel Approved by the Superintendent for Release of Commercial and Payroll Warrants

BACKGROUND: In order to proceed with normal District business, the Board must delegate district personnel who are authorized to release commercial and payroll warrants on behalf of Orcutt Union School District. Normally this is to be completed once a year, but due to personnel changes, it is being brought to the Board for authorization at this time.

RECOMMENDATION: Staff recommends that the Board of Trustees approve the authorized signatures for release of commercial and payroll warrants as submitted.

FUNDING: This action does not require a funding source.



**CHANGES TO AUTHORIZED SIGNATURES**  
**DISTRICT PERSONNEL APPROVED BY THE SUPERINTENDENT**  
**FOR RELEASE OF COMMERCIAL AND PAYROLL WARRANTS**

**DISTRICT:** Orcutt Union School District

**ADDITIONS:**

Signature <u>[Signature]</u> Typed Name/Title <u>Holly Edds, Superintendent</u>	<input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Payroll
Signature _____ Typed Name/Title _____	<input type="checkbox"/> Commercial <input type="checkbox"/> Payroll
Signature _____ Typed Name/Title _____	<input type="checkbox"/> Commercial <input type="checkbox"/> Payroll

**DELETIONS:**

Deborah Blow Typed Name/Title <u>Superintendent,</u>	<input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Payroll
Typed Name/Title _____	<input type="checkbox"/> Commercial <input type="checkbox"/> Payroll
Typed Name/Title _____	<input type="checkbox"/> Commercial <input type="checkbox"/> Payroll

I certify that the above changes to authorized district personnel who may receive warrants on behalf of our district.

Superintendent's Signature: [Signature] Date:    /   /   

**Note:** Please use this form if there are changes that occur after the organizational meeting in December.

**ATTACHMENT F(1)**



**AUTHORIZED SIGNATURES**  
**DISTRICT PERSONNEL APPROVED BY THE SUPERINTENDENT**  
**FOR RELEASE OF COMMERCIAL AND PAYROLL WARRANTS**

**DISTRICT:** Orcutt Union School District

Signature <u>[Signature]</u> Typed Name/Title <u>Dr. Holly Edds Superintendent</u>	<input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Payroll
Signature <u>[Signature]</u> Typed Name/Title <u>Bill Young, Assistant Superintendent, Business Services</u>	<input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Payroll
Signature <u>[Signature]</u> Typed Name/Title <u>Sandra Knight, Director, Fiscal Services</u>	<input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Payroll
Signature <u>[Signature]</u> Typed Name/Title <u>Zina Chavez, Senior Payroll Technician</u>	<input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Payroll
Signature <u>[Signature]</u> Typed Name/Title <u>Amy Lewton, Payroll Technician</u>	<input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Payroll
Signature <u>[Signature]</u> Typed Name/Title <u>Anna Orca, Senior Accounting Technician</u>	<input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Payroll
Signature <u>[Signature]</u> Typed Name/Title <u>Brianne Guerrero, Accounting Technician</u>	<input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Payroll

I certify that the names and signatures above are authorized district personnel who may receive warrants on behalf of our district.

Superintendent's Signature: [Signature] Date:    /   /   

**ATTACHMENT F**



**CHANGES TO AUTHORIZED SIGNATURES**  
**DISTRICT PERSONNEL APPROVED BY THE BOARD**  
**TO ACT AS DISTRICT AGENTS**

**DISTRICT:** Orcutt Union School District

**ADDITIONS:**

Signature _____ Typed Name/Title _____	<input type="checkbox"/> Commercial <input type="checkbox"/> Contracts <input type="checkbox"/> Payroll
Signature _____ Typed Name/Title _____	<input type="checkbox"/> Commercial <input type="checkbox"/> Contracts <input type="checkbox"/> Payroll

**DELETIONS:**

Typed Name/Title <u>Dr. Deborah Blow</u> <u>Superintended</u>	<input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Contracts <input checked="" type="checkbox"/> Payroll
Typed Name/Title _____	<input type="checkbox"/> Commercial <input type="checkbox"/> Contracts <input type="checkbox"/> Payroll

I certify that the above changes to authorized individuals to act as agents of the governing board.

Board President's Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Note for Escape Financial System Users:** The district must have an active employee with access to Escape in order to authorize accounts payable. This form is needed in order to grant activity permissions necessary to authorize payments in Escape.

REFERENCE:  
K-12: EC\$42632, 42633, 17604  
COMMUNITY COLLEGE: EC\$85232, 85233, 85655

**Note:** Please use this form if there are changes that occur after the organizational meeting in December.

**ATTACHMENT G(1)**





**AUTHORIZED SIGNATURES**  
**DISTRICT PERSONNEL APPROVED BY THE BOARD**  
**TO ACT AS DISTRICT AGENTS**

**DISTRICT:** Orcutt Union School District

Signature <u>[Signature]</u> Typed Name/Title <u>Holly Edds, Superintendent</u>	<input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Contracts <input checked="" type="checkbox"/> Payroll
Signature <u>[Signature]</u> Typed Name/Title <u>Bill Young, Assistant Superintendent-Business Services</u>	<input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Contracts <input checked="" type="checkbox"/> Payroll
Signature <u>[Signature]</u> Typed Name/Title <u>Sandra Knight, Director Fiscal Services</u>	<input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Contracts <input checked="" type="checkbox"/> Payroll
Signature _____ Typed Name/Title _____	<input type="checkbox"/> Commercial <input type="checkbox"/> Contracts <input type="checkbox"/> Payroll
Signature _____ Typed Name/Title _____	<input type="checkbox"/> Commercial <input type="checkbox"/> Contracts <input type="checkbox"/> Payroll
Signature _____ Typed Name/Title _____	<input type="checkbox"/> Commercial <input type="checkbox"/> Contracts <input type="checkbox"/> Payroll

I certify that the above individuals are authorized to act as agents of the governing board.

Board President Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

REFERENCE:  
K-12: EC§42632, 42633, 17604  
COMMUNITY COLLEGE: EC§85232, 85233, 85655

Note for Escape Financial System Users: The district must have an active employee with access to Escape in order to authorize accounts payable. This form is needed in order to grant activity permissions necessary to authorize payments in Escape.

**ATTACHMENT G**



**RESOLUTION OF THE GOVERNING BOARD  
DELEGATION OF GOVERNING BOARD POWERS DUTIES  
AUTHORITY TO MAKE CASH AND BUDGET TRANSFERS**

---

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

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

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

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

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

Bill Young, Assistant Superintendent, Business Services

Authorized District Employee/Officer

Sandra Knight, Director, Fiscal Services

Authorized District Employee/Officer

  
Authorized District Employee/Officer

  
Authorized District Employee/Officer

**Passed and adopted** this 12 day of August, 2020, by the following vote:

**Ayes:**

**Noes:**

**Absent:**

**Abstain:**

Board President's Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Note for Escape Financial System Users:** The district must have an active employee with Escape access authorized to perform cash and budget transfers. This resolution is needed in order to grant activity permissions necessary to authorize certain budget and cash transfers (i.e., interfund cash transfers and deposits) in Escape.

REFERENCE:  
K-12: EC§35161

**ATTACHMENT H (1) – K-12 DISTRICTS**



## BUSINESS SERVICES MEMORANDUM

**TO:** Board of Trustees  
Holly Edds, Ed.D.

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

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

**BOARD AGENDA ITEM:** Resolution No. 3 Submission of State Funding for Joe Nightingale Elementary Full Day Kindergarten Classrooms and Facilities

**BACKGROUND:** In order to apply for state school facility grant funds through the State Allocation Board (SAB) a resolution is required as part of the application process. With Board approval the District intends to submit a funding application for the Joe Nightingale Elementary Full Day Kindergarten Project as an eligible modernization project with the removal of aging temporary portables and replacing them with new permanent modulars. The state facility grant funding is subject to availability.

We have included Olga Reed on the list below, however we will submit the Resolution to the Board in approximately six months, prior to the start of the Olga Reed construction/modernization starting.

Modernization Eligibility				60%	40%	
		Eligible	2020 Pupil	Est.	Required	
	School	Pupils	Grant	Grant	Match	Total
1	Olga Reed Elementary	200	\$4,747	\$949,400	\$632,933	\$1,582,333
2	Nightingale Elementary	236	\$4,747	\$1,120,292	\$746,861	\$1,867,153
3	Patterson Road Elementary	142	\$4,747	\$674,074	\$449,383	\$1,123,457
	<b>Total</b>	<b>578</b>		<b>\$2,743,766</b>	<b>\$1,829,177</b>	<b>\$4,572,943</b>

**RECOMMENDATION:** Staff recommends the Board adopt Resolution No. 3

**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).

### **RESOLUTION NO. 3**

#### **RESOLUTION OF THE BOARD OF TRUSTEES OF THE ORCUTT UNION SCHOOL DISTRICT ACKNOWLEDGING THE STATE ALLOCATION BOARD'S "APPLICATIONS RECEIVED BEYOND BOND AUTHORITY LIST", AND AUTHORIZING THE SUPERINTENDENT TO SUBMIT PROJECT FUNDING REQUEST APPLICATIONS FOR THE JOE NIGHTINGALE ELEMENTARY SCHOOL KINDERGARTEN PROJECT**

WHEREAS, the Board of Education ("School Board") has determined that school facilities within the Orcutt Union School District (the "District"), within Santa Barbara County need to be constructed; and

WHEREAS, the Joe Nightingale Elementary School Kindergarten Project located at 255 Winter Road, Santa Maria, CA, includes the removal of portable classrooms and construction of new kindergarten classrooms and facilities; and

WHEREAS, the Orcutt Union School District intends to submit funding applications to the State of California for the Joe Nightingale Elementary School Kindergarten Project as eligible; and

WHEREAS, the State Allocation Board (SAB) has established an "Applications Received Beyond Bond Authority List" for projects that have been received.

WHEREAS, pursuant to title 2, Code of California Regulations section 1859.95.1, the School Board of the Orcutt Union School District hereby acknowledges the following:

(1) the Board acknowledges that the remaining School Facility Program bond authority is currently exhausted for the funds being requested on these applications.

(2) the Board acknowledges that the State of California is not expected nor obligated to provide funding for the project and the acceptance of the applications does not provide a guarantee of future State funding.

(3) the Board acknowledges that any potential future State bond measures for the School Facility Program may not provide funds for the applications being submitted.

(4) the Board acknowledges that criteria (including, but not limited to, funding, qualifications, and eligibility) under a future State school facilities program may be substantially different than the current School Facility Program. The district's Approved Applications may be returned.

(5) the Board acknowledges that they are electing to commence any pre-construction or construction activities at the district's discretion and that the State is not responsible for any pre-construction or construction activities.

**BE IT FURTHER RESOLVED**, that the Board authorizes the District Superintendent, in consultation with Caldwell Flores Winters, to complete and submit any and all required forms and/or other documents required by the CDE, OPSC, DSA, or other agencies having jurisdiction to cause the Joe Nightingale Elementary School Kindergarten Project funding applications to be submitted to the appropriate state agencies at the soonest possible date; and

**BE IT FURTHER RESOLVED**, that this Resolution shall take effect immediately upon its passage; and

**BE IT FURTHER RESOLVED**, that the District's Superintendent or Superintendent's designee is authorized to take such actions and execute such agreements and documentation necessary to affect the intent of this Resolution.

**APPROVED, PASSED AND ADOPTED** by the Board of Trustees of the Orcutt Union School District on this \_\_\_\_\_ day of \_\_\_\_\_ 2020, by the following vote:

<b>Board of Trustees:</b>	<b>Ayes:</b>	<b>Nays:</b>	<b>Abstentions:</b>	<b>Absences:</b>
President Philips:				
Clerk Waffle:				
Trustee Henderson:				
Trustee Morinini:				
Trustee Steller:				

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Liz Philips  
President of the Board of Trustees  
Orcutt Union School District

**I HEREBY CERTIFY** that the foregoing resolution was duly and regularly introduced, passed and adopted by the members of the Board of Trustees of the Orcutt Union School District at a public meeting of said Board held on \_\_\_\_\_, 2020.

---

Melanie Waffle  
Clerk of the Board of Trustees  
Orcutt Union School District



## BUSINESS SERVICES MEMORANDUM

TO: Board of Trustees  
Holly Edds, Ed.D.

FROM: Bill Young  
Assistant Superintendent, Business Services

BOARD MEETING DATE: August 12, 2020

BOARD AGENDA ITEM: Resolution No.4 Submission of State Funding for Patterson Road Elementary Full Day Kindergarten Classrooms and Facilities

BACKGROUND: In order to apply for state school facility grant funds through the State Allocation Board (SAB) a resolution is required as part of the application process. With Board approval the District intends to submit a funding application for the Patterson Road Elementary Full Day Kindergarten Project as an eligible modernization project with the removal of aging temporary portables and replacing them with new permanent modulars. The state facility grant funding is subject to availability.

We have included Olga Reed on the list below, however we will submit the Resolution to the Board in approximately six months, prior to the start of the Olga Reed construction/modernization starting.

Modernization Eligibility				60%	40%	
		Eligible	2020 Pupil	Est.	Required	
	School	Pupils	Grant	Grant	Match	Total
1	Olga Reed Elementary	200	\$4,747	\$949,400	\$632,933	\$1,582,333
2	Nightingale Elementary	236	\$4,747	\$1,120,292	\$746,861	\$1,867,153
3	Patterson Road Elementary	142	\$4,747	\$674,074	\$449,383	\$1,123,457
	<b>Total</b>	<b>578</b>		<b>\$2,743,766</b>	<b>\$1,829,177</b>	<b>\$4,572,943</b>

RECOMMENDATION: Staff recommends the Board adopt Resolution No. 4

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).

## **RESOLUTION NO. 4**

### **RESOLUTION OF THE BOARD OF TRUSTEES OF THE ORCUTT UNION SCHOOL DISTRICT ACKNOWLEDGING THE STATE ALLOCATION BOARD'S "APPLICATIONS RECEIVED BEYOND BOND AUTHORITY LIST", AND AUTHORIZING THE SUPERINTENDENT TO SUBMIT PROJECT FUNDING REQUEST APPLICATIONS FOR THE PATTERSON ROAD ELEMENTARY SCHOOL KINDERGARTEN PROJECT**

WHEREAS, the Board of Education ("School Board") has determined that school facilities within the Orcutt Union School District (the "District"), within Santa Barbara County need to be constructed; and

WHEREAS, the Patterson Road Elementary School Kindergarten Project located at 400 East Patterson Road, Santa Maria, CA, includes the removal of portable classrooms and construction of new kindergarten classrooms and facilities; and

WHEREAS, the Orcutt Union School District intends to submit funding applications to the State of California for the Patterson Road Elementary School Kindergarten Project as eligible; and

WHEREAS, the State Allocation Board (SAB) has established an "Applications Received Beyond Bond Authority List" for projects that have been received.

WHEREAS, pursuant to title 2, Code of California Regulations section 1859.95.1, the School Board of the Orcutt Union School District hereby acknowledges the following:

(1) the Board acknowledges that the remaining School Facility Program bond authority is currently exhausted for the funds being requested on these applications.

(2) the Board acknowledges that the State of California is not expected nor obligated to provide funding for the project and the acceptance of the applications does not provide a guarantee of future State funding.

(3) the Board acknowledges that any potential future State bond measures for the School Facility Program may not provide funds for the applications being submitted.

(4) the Board acknowledges that criteria (including, but not limited to, funding, qualifications, and eligibility) under a future State school facilities program may be substantially different than the current School Facility Program. The district's Approved Applications may be returned.

(5) the Board acknowledges that they are electing to commence any pre-construction or construction activities at the district's discretion and that the State is not responsible for any pre-construction or construction activities.

**BE IT FURTHER RESOLVED**, that the Board authorizes the District Superintendent, in consultation with Caldwell Flores Winters, to complete and submit any and all required forms and/or other documents required by the CDE, OPSC, DSA, or other agencies having jurisdiction to cause the Patterson Road Elementary School Kindergarten Project funding applications to be submitted to the appropriate state agencies at the soonest possible date; and

**BE IT FURTHER RESOLVED**, that this Resolution shall take effect immediately upon its passage; and

**BE IT FURTHER RESOLVED**, that the District's Superintendent or Superintendent's designee is authorized to take such actions and execute such agreements and documentation necessary to affect the intent of this Resolution.

**APPROVED, PASSED AND ADOPTED** by the Board of Trustees of the Orcutt Union School District on this \_\_\_\_\_ day of \_\_\_\_\_ 2020, by the following vote:

<b>Board of Trustees:</b>	<b>Ayes:</b>	<b>Nays:</b>	<b>Abstentions:</b>	<b>Absences:</b>
President Philips:				
Clerk Waffle:				
Trustee Henderson:				
Trustee Morinini:				
Trustee Steller:				

---

Liz Philips  
President of the Board of Trustees  
Orcutt Union School District

**I HEREBY CERTIFY** that the foregoing resolution was duly and regularly introduced, passed and adopted by the members of the Board of Trustees of the Orcutt Union School District at a public meeting of said Board held on \_\_\_\_\_, 2020.

---

Melanie Waffle  
Clerk of the Board of Trustees  
Orcutt Union School District



## BUSINESS SERVICES MEMORANDUM

**TO:** Board of Trustees  
Holly Edds, Ed.D.

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

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

**BOARD AGENDA ITEM:** Approval of the First Amendment of Key Site 17 Long Term Ground Lease Agreement with TAIT CP, LLC

**BACKGROUND:** On December 11, 2019, the Board of Trustees approved the Long Term Ground Lease of Key Site 17 between the Orcutt Union School District and TAIT CP, LLC. An amendment of the lease agreement was requested by TAIT CP, LLC due to the result of the impact of the COVID-19 pandemic. Orcutt Union School District and TAIT CP, LLC desire to amend the Ground Lease and Development Agreement to modify the commencement date of the construction period and establish a phased schedule for construction and a correlating phased payment of the annual ground lease amount. The amendment still includes all of the original elements of the proposed project, but now proposes three phases of construction and phased annual lease payments that occur over the future with an anticipated construction start date of no later than August 22, 2022. Lease payments will be prorated based upon the phase and square footage of occupied/completed buildings. In Phase 1, TAIT CP, LLC will build out the memory care, assisted living, day care/preschool, community building, and park for all at an initial annual lease payment of \$127, 680.

The amendment will waive the first two years of lease payments only for the day care/preschool, community building, and park for all square footage, which would be a loss of \$42,864 of lease payments over two years, but the tradeoff would be to have those specific facilities and park upgraded two years sooner rather than later. The other building and associated lease payments would follow in the next two phases.

**RECOMMENDATION:** Staff recommends that the Board of Trustees approve the First Amendment of Key Site 17 Long Term Ground Lease Agreement with TAIT CP, LLC

**FUNDING:** N/A



**FIRST AMENDMENT TO  
GROUND LEASE AND DEVELOPMENT AGREEMENT  
BY AND BETWEEN THE ORCUTT UNION SCHOOL DISTRICT  
AND TAIT & ASSOCIATES, INC.**

THIS FIRST AMENDMENT TO GROUND LEASE AND DEVELOPMENT AGREEMENT ("First Amendment") is entered into as of this 12<sup>th</sup> day of August, 2020, by and between the Orcutt Union School District, a California public school district ("District") and Tait CP, LLC ("Lessee"). District and Lessee may be referred to herein individually as a "Party" or collectively as the "Parties."

**RECITALS**

- A. **WHEREAS**, District and Lessee entered in a Ground Lease and Development Agreement dated December 4, 2019, for a long-term lease and development of a senior housing development on approximately 9.53 acres of real property owned by District, commonly referred to as a portion of Key Site 17, in the Township of Orcutt, California in the County of Santa Barbara ("Ground Lease and Development Agreement"); and
- B. **WHEREAS**, as a result of impact of the COVID-19 pandemic, the Parties desire to amend the Ground Lease and Development agreement to modify the commencement date of the "Construction Period" and establish a phased schedule for the payment of the "Annual Rent."

**NOW THEREFORE**, in consideration of the covenants and agreements hereinafter set forth, the Parties agree as follows:

**TERMS OF AMENDMENT**

- 1. Section 2.1 of the Ground Lease and Development Agreement shall be amended to read as follows:
  - 2.1 Ground Rent. The Construction Period rent payments shall become due and payable upon commencement of the Construction Period. For purposes of this Lease, the "Construction Period" shall commence upon the earlier occurrence of either the date of issuance of the necessary grading permits for the Development, as defined in Section 4.1 below or the two (2) year anniversary of the effective date of the First Amendment to this Agreement, subject to extension for force majeure delays as described hereinafter in this Lease.
- 2. Section 2.3 of the Ground Lease and Development Agreement shall be replaced with the following:
  - 2.3. The Development shall be constructed in three (3) phases, as more particularly set forth in Exhibit "F", attached hereto and incorporated herein by reference. The Annual Rent paid by Lessee shall commence upon the issuance of the Certificate of Occupancy for Phase One (1) of the Development and shall be paid as follows:

- 2.3.1. Upon issuance of the Certificate of Occupancy for Phase One (1) of the Development, Lessee shall pay District, without offset or deduction and without notice or demand, annually the sum of One Hundred Twenty-Seven Thousand Six Hundred Eighty Dollars (\$127,680), which sum represents forty-five and six-tenths percent (45.6 %) of the overall square footage of the Development, consisting of the Assisted Living and Memory Care facilities.
  - 2.3.2. Twenty-four (24) months following the issuance of the Certificate of Occupancy for Phase One (1) of the Development, Lessee shall pay District, without offset or deduction and without notice or demand, annually, the additional sum of Twenty-One Thousand Four Hundred Thirty-Two Dollars (\$21,432), which sum represents an additional seven and seven-tenths percent (7.7%) of the overall square footage of the Development, consisting of the Daycare/Preschool, Community Building, and Play-for-All-Park.
  - 2.3.3. Upon issuance of the Certificate of Occupancy for Phase Two (2) of the Development, Lessee shall pay District, without offset or deduction and without notice or demand, annually the additional sum of One Hundred Twelve Thousand Six Hundred Eighty Eight Dollars (\$112,688), which sum represents an additional forty and two-tenths percent (40.2%) of the overall square footage of the Development, consisting of the Independent Living facilities.
  - 2.3.4. Upon issuance of the Certificate of Occupancy for Phase Three (3) of the Development, Lessee shall pay District, without offset or deduction and without notice or demand, annually the additional sum of Eighteen Thousand Two Hundred Dollars (\$18,200), which sum represents an additional six and five-tenths percent (6.5%) of the overall square footage of the Development, consisting of the Workforce facilities.
  - 2.3.5. Lessee shall pay promptly to District the monthly Rent on the first (1st) day of each month in advance during the Term of this Lease. The Construction Period Rent and the Annual Rent shall be paid by electronic funds transfer and the Parties agree to exchange necessary information prior to the date Rent is first due after the Commencement Date to enable the transfer of funds.
3. Section 2.4 of the Ground Lease and Development Agreement shall be amended to read as follows:
  - 2.4. Escalation. Upon issuance of the Certificate of Occupancy for Phase Three (3) of the Development, the Annual Rent and corresponding monthly installments due under this Lease shall increase one percent (1%) annually.

4. Exhibit "C" of the Ground Lease and Development Agreement is replaced with a new Exhibit "C," a copy of which is attached hereto and incorporated herein by reference.
5. Except as expressly set forth herein, all other terms of the Lease and Development Agreement shall remain in full force and effect.
6. This First Amendment may be executed in counterparts, all of which together shall constitute one and the same document.

ACCEPTED AND AGREED on the date indicated below:

Dated: \_\_\_\_\_, 20\_\_

Dated: \_\_\_\_\_, 20\_\_

**ORCUTT UNION SCHOOL DISTRICT**

**TAIT & ASSOCIATES, INC.**

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

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

Print Name: Bill Young

Print Name: Trevor Tait

Print Title: Asst. Supt. – Business Services

Print Title: Partner

## **EXHIBIT "C"**

### **CONSTRUCTION SCHEDULE/DEADLINES**

#### **ENTITLEMENT SCHEDULE:**

The Entitlement Process is expected to take approximately twenty-four (24) months depending on the County of Santa Barbara approval process. This schedule will be impacted, among other factors, by the CEQA determination of the County for the Development. The Entitlement Process shall be completed no later than August 30, 2022.

The Entitlement Process will include the following elements:

- Preparation of initial conceptual documents
- Submittal and review of Pre-application Review documents by County
- Preparation and Submittal of Conditional Use Permit (CUP) and Board of Architectural Review (BAR) applications
- Processing of CUP and BAR through County agencies

#### **CONSTRUCTION SCHEDULE:**

The Construction of the Development shall be in three (3) phases.

Construction of Phase One (1) is estimated to take between ten (10) to twenty (20) months, depending on weather conditions and trade availability. Assuming a construction start date of August 30, 2022, with the submittal and processing of building, grading, and off-site construction documents through utility companies, Phase One (1) of the Development is anticipated to open between June, 2023 and April, 2024.

Construction of Phase Two (2) is estimated to take between ten (10) to twenty (20) months, depending on weather conditions and trade availability and is anticipated to commence upon the issuance of the Certificate of Occupancy for Phase One (1) of the Development.

Construction of Phase Three (3) is estimated to take between eight (8) to sixteen (16) months, depending on weather conditions and trade availability and is anticipated to commence upon the issuance of the Certificate of Occupancy for Phase Two (2) of the Development.

#### **SITE LAYOUT DEPICTING PHASES:**

Attached hereto as Exhibit "1" and incorporated herein by reference is a Site Layout of the Development depicting the three (3) phases of construction.

## SITE LAYOUT DEPICTING PHASES



lenity  
architecture, inc.

- Page 5

## EXHIBIT "F"

### DESCRIPTION OF PHASED CONSTRUCTION

#### PHASE I

Use	Square Feet
Assisted Living	74,400
Memory Care	13,900
Day Care/Preschool	7,260
Community Building	7,750
Play-for-All-Park	-0-
<b>Total SF Phase I</b>	<b>103,310</b>

#### PHASE II

Use	Square Feet
Independent Living	78,000
<b>Total SF Phase II</b>	<b>78,000</b>

#### PHASE III

Use	Square Feet
Workforce	12,500
<b>Total SF Phase III</b>	<b>12,500</b>

#### SUMMARY OF PHASE SQUARE FEET

PHASE I	88,300 (53.3%)
PHASE II	78,000 (40.2%)
PHASE III	<u>27,510</u> (6.5%)
<b>Total Square Feet</b>	<b>193,810</b>



## BUSINESS SERVICES MEMORANDUM

**TO:** Board of Trustees  
Holly Edds, Ed.D.

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

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

**BOARD AGENDA ITEM:** Approval of Professional Services Agreement with Cannon to perform Topographical Survey at Joe Nightingale Elementary School

**BACKGROUND:** Background: In order to continue the design of the Joe Nightingale Administration Building and Three (3) Classroom Project, the Architect needs topographic survey information identifying the existing conditions of the site. Cannon shall obtain copies of record data maps, establish horizontal and vertical survey control points, obtain ground specific field locations and elevations and note existing utilizes and compile this information on to a Topographic Survey Map for the District and design team's use.

**RECOMMENDATION:** Staff recommends the Board of Trustees approve the Professional Services Agreement with Cannon in the amount of \$11,478.00, as submitted

**FUNDING:** Fund 21 – Building Fund for the Measure G Bond



July 27, 2020

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

**RE: MASTER SERVICE AGREEMENT**

Dear Mr. Young

Based on our discussions with Telacu Construction Management, I have prepared the attached Master Service Agreement which includes the Master Service Agreement Cover Sheet, Appendix A, and a Rate Schedule.

The Master Service Agreement provides the terms governing services provided by Cannon. Prior to beginning any work, we will review a scope of work for each individual project and determine an estimate of fees for that project. Fees will be based per the enclosed fee schedule. The listed fees do not include City or County checking and recording fees, or title company fees. Project meetings will be billed on a time and materials basis unless specifically identified in a project scope.

Cannon bills monthly for work in progress and payment is due within 10 calendar days of receipt of the bill. Overdue amounts will be surcharged at 18 percent per annum or 1.5 percent monthly. Materials are charged at cost plus 25 percent. Reimbursables are not included in fixed fee projects.

Please review the attached documents and call me regarding any questions you may have. If this meets with your approval, please sign and return the Master Service Agreement on the following page at your earliest convenience.

Sincerely,

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

J Braley  
Survey Manager  
LS 8446





**CANNON  
MASTER SERVICE AGREEMENT**

- 1.1 Cannon: Cannon  
a California Corporation  
1050 Southwood  
San Luis Obispo, CA 93401  
Phone: (805) 544-7407  
Fax: (805) 544-3863  
("Cannon")
- 1.2 Client: Bill Young  
Assistant Superintendent - Business Services  
Orcutt Union School District  
500 Dyer Street  
Orcutt, CA 93455
- 1.3 Type of Professional Services: Land Survey
- 1.4 Cannon's Representative: J Braley
- 1.5 Client's Representative: Blaine Yoder-Telacu Construction Management
- 1.6 Effective Date: July 27, 2020
- 1.7 Expiration Date: Five years from the Effective Date, specified above, or at completion of the last active Project Proposal, whichever is the later to occur.

IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above and in Appendix A.

	Cannon	Client	Orcutt Union School District
By	J Braley	By	Bill Young 
Name/Title	Survey Manager	Name/Title	Assistant Superintendent, Business Services
Date Signed	July 27, 2020	Date Signed	July 28, 2020

Please mail completed contract to the address shown for Cannon.



## Survey Hourly Rates

Effective January 1, 2020 through December 31, 2020

<u>PERSONNEL</u>	<u>HOURLY RATE</u>
Principal	\$ 244.00
Survey Manager	\$ 220.00
Land Surveyor III	\$ 171.00
Survey Technician III	\$ 130.00
Survey Technician I	\$ 105.00
1-Man Field Crew	\$ 166.00
2-Man Field Crew	\$ 245.00
3-Man Field Crew	\$ 325.00
1-Man Field Crew Prevailing Wage	\$ 220.00
2-Man Field Crew Prevailing Wage	\$ 295.00
3-Man Field Crew Prevailing Wage	\$ 425.00
Business Services Administrator I	\$ 62.00

The stated rates are subject to change, typically on an annual basis.

### REIMBURSABLE COSTS

- Including: reproductions; deliveries; travel; meals and lodging; facsimiles; models, renderings and photos; Mylars; and CDs, not included in scope of work.
- Reimbursable costs will be billed at cost plus 15%
- Automation & Electrical Materials will be billed at cost plus 10%.
- Subconsultant fees will be billed at cost plus 10%.
- Standard Mileage will be billed at the current IRS standard mileage rate. Airplane Mileage will be billed at the current GSA rate per mile.
- If the client requests, or the client's schedule requires work to be done on an overtime basis, a multiplier of 1.5 will be applied to the stated rates for weekdays for daily hours in excess of 8 as well as weekends and a multiplier of 2.0 for daily hours in excess of 12 and holidays.
- If the client requests field services to be provided outside of normal working hours (between 6:00 p.m. and 6:00 a.m.), a multiplier of 1.5 will be applied to the stated rates. For prevailing wage projects, if the client requests field services to be provided on any given Sunday, a multiplier of 2.0 will be applied to the stated rates and on or around an observed holiday, other rates may be applied.
- Survey Crews and Automation Field staff are billed portal to portal, and mileage charges are included in the hourly rate. A minimum charge of 4 hours will be charged for any Automation Field Service calls outside of normal working hours (between 6:00 p.m. and 6:00 a.m.).



## **APPENDIX A: TERMS FOR CANNON SERVICES**

### **Section 1: The Agreement**

- 1.1 The agreement between the above noted parties consists of the following terms, the attached proposal and any exhibits or attachments noted in the proposal. Together these elements will constitute the entire agreement superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this agreement must be mutually agreed to in writing.

### **Section 2: Standard of Care**

- 2.1 Data, interpretations, and recommendations by Cannon will be based solely on information provided to Cannon. Cannon is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.
- 2.2 Services performed by Cannon under this agreement are expected by the Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of this profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, expressed or implied, is made.
- 2.3 The Client agrees that Cannon may use and publish the Client's name and a general description of Cannon's services with respect to the project in describing Cannon's experience and qualifications to other Clients and prospective Clients. The Client also agrees that any patentable or copyrightable concepts developed by Cannon as a consequence of service hereunder are the sole and exclusive property of Cannon.
- 2.4 The Client recognizes that it is neither practical nor customary for Cannon to include all construction details in plans and specifications, creating a need for interpretation by Cannon or an individual who is under Cannon's supervision. The Client also recognizes that construction review permits Cannon to identify and correct quickly and at comparatively low cost professional errors or omissions that are revealed through construction, or errors or omissions committed by others due to misinterpretation of design documents, or due to other causes. For the foregoing reasons construction review is generally considered an essential element of a complete design professional service. Accordingly, if the Client directs Cannon not to provide construction monitoring, Cannon shall be held harmless for any and all acts, errors or omissions, except for those consequences which it reasonably could be concluded that Cannon's review services would not have prevented or mitigated.
- 2.5 Client acknowledges that Cannon is not responsible for the performance of work by third parties including, but not limited to, engineers, architects, contractors, subcontractors, or suppliers of Client.

### **Section 3: Billing and Payment**

- 3.1 Client will pay Cannon on a monthly basis to be billed by Cannon. Prior to the start of the project, a retainer as specified in the proposal, is required. Invoices for the balance will be submitted to Client by Cannon and will be due and payable within 10 days of invoice date. If Client objects to all or any portion of any invoice, Client will so notify Cannon in writing within fourteen (14) days of the invoice date, identify the cause of the disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.
- 3.2 Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. Client will pay an additional charge of 1-1/2 (1.5) percent per month or 18% per year of any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by Client to Cannon per Cannon's current fee schedule. In the event Client fails to pay Cannon within sixty (60) days after invoices are rendered, Client agrees that Cannon will have the right to consider the failure to pay Cannon's invoice as a breach of this agreement.
- 3.3 Client agrees that if Client requests services not specified herein, Client agrees to timely pay for all such services as extra work. Cannon will notify the Client prior to performance of services which are not specified in this agreement.
- 3.4 Client agrees that payment to Cannon is in no way contingent on the results of work by Cannon or on the outcome of any litigation.
- 3.5 Preparation for and/or travel time to client requested meetings will be charged at the hourly rate.
- 3.6 Billing rates are subject to change, typically on an annual basis.



#### Section 4: Additional Services

- 4.1 Additional services include making revisions in drawings, specifications or other documents when such revisions are:  
Inconsistent with approvals or instructions previously given by the Client, including revisions made necessary by adjustments in the Client's program or project budget;  
Required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents.
- 4.2 Additional services includes providing services required because of significant changes in the project including, but not limited to, size, quality, complexity, the Client's schedule, or the method of bidding or negotiating and contracting for construction.
- 4.3 Where unexpected developments increase the scope of work as defined herein and/or prove the assumptions of this proposal invalid, Cannon will make a reasonable effort to contact the Client to discuss the effects and adjustment of cost.

#### Section 5: Site Access and Site Conditions

- 5.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for Cannon to perform the work set forth in this agreement. Client will notify any and all possessors of the project site that Client has granted Cannon free access to the site. Cannon will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur and the correction of such damage is not part of this agreement unless so specified in the proposal.

#### Section 6: Ownership of Documents

- 6.1 All reports, maps, plans, field data, field notes, estimates and other documents, whether in hard copy or machine readable form, which are prepared by Cannon as instruments of professional service, shall remain the property of Cannon. The Client may retain copies, including copies stored on magnetic tape or disk, for information and for reference in connection with the occupancy and use of the project.
- 6.2 Because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, Cannon reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of Cannon in their preparation. Cannon also reserves the right to retain hard copy originals of all project documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.
- 6.3 The Client recognizes that changes or modifications to Cannon's instruments of professional service introduced by anyone other than Cannon may result in adverse consequences which Cannon can neither predict nor control. Therefore, and in consideration of Cannon's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify Cannon from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse or reuse by others of the machine readable information and data provided by Cannon under this Agreement. The foregoing indemnification applies, without limitation, to any use of the project documents on other projects, for additions to this project, or for completion of this project by others, excepting only such use as may be authorized, in writing, by Cannon.
- 6.4 Client agrees that all reports and other work furnished to Client or his agents, which is not paid for, will be returned upon demand and will not be used by Client or others for any purpose whatsoever.

#### Section 7: Client Responsibilities

- 7.1 The Client shall provide full information including a program setting forth the Client's design objectives, constraints, and construction budget criteria.
- 7.2 The Client shall furnish a legal description, a certified land survey, and the services of a soil, structural, mechanical, electrical or other engineer or consultant services, and laboratory tests, inspections, or reports as required by law or as requested by Cannon to perform the functions and services required of this agreement. The information shall be furnished at the Client's expense and Cannon shall be entitled to rely upon the accuracy and completeness thereof.
- 7.3 The Client shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the project, including auditing services the Client may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor uses the moneys paid by the Client. The information above shall be furnished at the Client's expense, and Cannon shall be entitled to rely upon the accuracy and completeness thereof.
- 7.4 If the Client observes or otherwise becomes aware of any fault or defect in the project or nonconformance with the Contract Documents, prompt written notice shall be given by the Client to Cannon.



- 7.5 The Client shall furnish information and shall review Cannon's work and provide decisions as expeditiously as necessary for the orderly progress of the project and of Cannon's services.

Section 8: Insurance

- 8.1 Cannon represents and warrants that it and its agents, staff and consultants employed by it, is and are protected by worker's compensation insurance and that Cannon has such coverage under public liability and property damage insurance policies which Cannon deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Cannon agrees to indemnify and save Client harmless from and against any loss, damage or liability arising from any negligent acts by Cannon, its agents, staff, and consultants employed by it. Cannon shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance. Cannon shall not be responsible for any loss, damage, or liability arising from any acts by Client, its agents, staff, and other consultants employed by Client.

Section 9: Termination

- 9.1 This agreement may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this agreement or in the event of substantial failure of performance by the other party, or if Client suspends the work for more than three (3) months. In the event of termination, Cannon will be paid for services performed prior to the date of termination plus reasonable termination expenses including the cost of completing analyses, records and reports necessary to document job status at the time of termination.
- 9.2 Failure of the Client to make payments to Cannon when due in accordance with this agreement shall be considered substantial nonperformance and cause for termination. If the Client fails to make payment when due to Cannon for services and expenses, Cannon may, upon seven (7) days written notice to the Client, suspend performance of services under this agreement. Unless payment in full is received by Cannon within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, Cannon shall have no liability to the Client for delay, damage, loss of agency approvals, loss of financing, interest expenses, etc. caused to(?)the Client because of such suspension of service.

Section 10: Disputes Resolution

- 10.1 All claims, disputes, and other matters in controversy between Cannon and Client arising out of or related to this agreement will be submitted to "alternative dispute resolution" (adr) such as mediation and/or arbitration, before and as a condition precedent to other remedies provided by law. If and to the extent Client and Cannon have agreed on methods for resolving such disputes, then such methods will be set forth in the "alternative dispute resolution agreement" which, if attached, is incorporated and made a part of this agreement.
- 10.2 If a dispute at law related to the services provided under this agreement and that dispute requires litigation instead of adr as provided upon, then:
- (1) The claim will be brought and tried in judicial jurisdiction of the court of the county where Cannon's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and
  - (2) The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other claim related expenses.

Section 11: Assigns

- 11.1 Cannon shall not assign this agreement in whole or in part nor shall it subcontract any portion of the work to be performed hereunder; except that Cannon may use the services of persons or(?) entities not in our employ when it is appropriate and customary to do so. Such persons and entities include, but are not necessarily limited to, specialized consultants and testing laboratories. Cannon's use of others for additional services shall not be unreasonably restricted by the Client provided Cannon notifies the Client in advance.

Section 12: Governing Law and Survival

- 12.1 The law of the State of California will govern the validity of these terms, their interpretation and performance.
- 12.2 If any of the provisions contained in this agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this agreement for any cause.



#### Section 13: Limitation of Liability

- 13.1 To the fullest extent permitted by law, the total liability, in the aggregate, of Cannon and Cannon's officers, directors, employees, agents and independent professional associates and consultants, and any of them, to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to Cannon's services, the project or this agreement from any cause or causes whatsoever, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of Cannon or Cannon's officers, directors, employees, agents and independent professional associates and consultants, or any of them, shall not exceed the total compensation received by Cannon under this agreement, or the total amount of \$50,000.00, whichever is greater.

#### Section 14: Hiring Cannon's Employees

- 14.1 From time to time, Clients who have come to know and work with our employees in the course of a project wish to hire them to work as the Client's own in-house employees. We pride ourselves on recruiting, hiring, and training the very best employees possible, and in assigning to projects our employees who best meet our Clients' individual needs. Our goal is to have our Clients view Cannon and its individual employees as indispensable.
- 14.2 Client agrees to pay Cannon a finder's fees equal to 12 months of the employee's current salary or wage for each of our employees whom the client(?) choose to hire, either directly or indirectly. Client acknowledges and agrees that the finder's fee is both fair and reasonable, and is equivalent to a recruiting or "headhunter's fee" that Client would expect to pay to a third party for locating and recruiting an employee of the caliber of the hired Cannon employee.
- 14.3 This Section 14 shall be limited to those of Cannon's employees with whom Client works or is introduced by Cannon during the course of this engagement, and shall be applicable to such employees both during his/her employment with Cannon and for a period of six (6) months thereafter. This Section 14 shall survive the cancellation or expiration of this Agreement.

#### Section 15: Prevailing Wage

- 15.1 Cannon acknowledges the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. To the extent required by the California Labor Code, Cannon shall fully comply with and require its subconsultants to fully comply with such Prevailing Wage Laws.
- 15.2 Pursuant to Labor Code Sections 1725.5 and 1771.1, Cannon and all its subconsultants performing work subject to prevailing wage must be registered with the Department of Industrial Relations and submit their certified payroll records directly to the DIR. In order to do so, the awarding body needs to complete the PWC-100 (Public Works Project Registration) within five days of awarding the contract; and provide Cannon with the DIR Project ID prior to the start of Cannon's work.



July 21, 2020

Mr. Blaine Yoder  
Director  
Telacu Construction Management  
604 N Eckoff Street  
Orange Ca. 92868

**PROJECT: PN 200743 Joe Nightingale ES Boundary & Topography Survey**

Dear Mr. Yoder,

The following is our proposal for the requested Land Survey Services per the project RFP for:  
Orcutt Union School District  
Joe Nightingale Elementary School  
255 Winter Rd  
Santa Maria, CA 93455

This project is considered a prevailing wage project as of July 22, 2020

**SCOPE OF SERVICES**

**1. Research & Project Set Up**

Cannon shall obtain copies of record data maps (i.e.: Tract Maps, Parcel Maps and Records of Survey), Corner Records, Centerline Tie Notes from San Luis Obispo County. Cannon shall provide necessary project coordination, survey crew coordination and office support calculations to dispatch survey crews with all necessary support data.

**2. Horizontal, Vertical and Boundary Control**

Cannon shall establish project horizontal and vertical control based upon documents and data found during the research phase. Location of existing site survey monuments shall be mapped as a means of establishing record boundary and centerline information to be used in the resolution of the record project boundary. No Title Report has been provided.

**3. Site Topography (See Exhibit A)**

**A. Field Locations & Elevations**

Cannon shall obtain ground specific field locations and elevations within the defined mapping limits. Said areas shall include the existing roadways, concrete walkways, ADA ramps, curbs, gutters, visible utilities, and finish pavement, and all visible and accessible surface culture. All accessible drainage structures and manholes shall be detailed to show invert elevations and estimated pipe sizes.

Note: The Exhibit A (provided by others) limits exhibit requests location of an underground 4" & 6" sewer line. A GPR Survey or underground marking company would



need to address these issues and are not part of this contract. Standard survey are only able to locate visible and accessible infrastructure.

**B. Compile Topographic Survey Map**

Cannon shall prepare a detailed Topographic Survey Map based upon on the ground locations and elevations within the defined mapping limits in accordance with the ALTA/NSPS Land Title Surveys 2016 mapping requirements for the project specified area.

Said mapping shall include:

1. A scale of 1' = 20';
2. One (1.0') foot Contours;
3. Fifty (50') foot or less spot elevations;
4. Hardscape areas & sidewalk paths;
5. Identification of visible field located utilities and existing utilities as discovered by means of field survey.





# Untitled Map

Write a description for your map.

EXHIBIT A

CLEAN OUT, TYP. PROVIDE  
INVERTS

## Legend

-  Dorothy's Country Oak Furniture
-  Public Elementary School

APPROXIMATE LOCATION  
OF 4" SEWER LINE

TOPOGRAPHICAL  
SURVEY

APPROXIMATE LOCATION  
OF 6" SEWER LINE





**Fee Breakdown**

PHASE & TASK	DESCRIPTION	# TRIPS	SPM	PA	SPS	SST	ST	SC1 PW	SUB	TOT. HRS.	TOTAL FEE
			220	62	171	130	105	220			
100	Research, Project Setup		2	1	2					5	\$844
200	Horizontal, Vertical & Boundary Control	1	3		12			6		21	\$4,032
300	Ground Specific Topography (See Exhibit A)	6	2	1			24	14		41	\$6,102
	<b>SUBTOTAL</b>	7	7	2	14	0	24	20		67	\$10,978
	Optional Items										
										0	\$0
	<b>Subtotal</b>	0	0	0	0	0	0	0		0	\$10,978
	<b>TOTALS</b>	7	7	2	14	0	24	20	\$0	67	

Sub-Total **\$10,978**Reimbursables **\$500****TOTAL \$11,478**

All other requests for surveying services (e.g. as-builts, certifications other than scoped above, property line surveys, offsite improvement surveys, re-staking, certifications other than those scoped above, etc.) will be considered "extra" services and will be billed at our hourly rates currently in effect, or per separate Additional Services Agreement.

**Authorization**

Please contact me to discuss final contract terms and conditions or to obtain additional information.

Sincerely,

J Braley, PLS  
Survey Manager  
LS 8446



## Survey Hourly Rates

Effective January 1, 2020 through December 31, 2020

<u>PERSONNEL</u>	<u>HOURLY RATE</u>
Principal	\$ 244.00
Survey Manager	\$ 220.00
Land Surveyor III	\$ 171.00
Survey Technician III	\$ 130.00
Survey Technician I	\$ 105.00
1-Man Field Crew Prevailing Wage	\$ 220.00
2-Man Field Crew	\$ 245.00
3-Man Field Crew	\$ 325.00
2-Man Field Crew Prevailing Wage	\$ 295.00
3-Man Field Crew Prevailing Wage	\$ 425.00
Business Services Administrator I	\$ 62.00

The stated rates are subject to change, typically on an annual basis.

### REIMBURSABLE COSTS

- Including: reproductions; deliveries; travel; meals and lodging; facsimiles; models, renderings and photos; Mylars; and CDs, not included in scope of work.
- Reimbursable costs will be billed at cost plus 15%
- Automation & Electrical Materials will be billed at cost plus 10%.
- Subconsultant fees will be billed at cost plus 10%.
- Standard Mileage will be billed at the current IRS standard mileage rate Airplane Mileage will be billed at the current GSA rate per mile.
- If the client requests, or the client's schedule requires work to be done on an overtime basis, a multiplier of 1.5 will be applied to the stated rates for weekdays for daily hours in excess of 8 as well as weekends and a multiplier of 2.0 for daily hours in excess of 12 and holidays.
- If the client requests field services to be provided outside of normal working hours (between 6:00 p.m. and 6:00 a.m.), a multiplier of 1.5 will be applied to the stated rates. For prevailing wage projects, if the client requests field services to be provided on any given Sunday, a multiplier of 2.0 will be applied to the stated rates and on or around an observed holiday, other rates may be applied.
- Survey Crews and Automation Field staff are billed portal to portal, and mileage charges are included in the hourly rate. A minimum charge of 4 hours will be charged for any Automation Field Service calls outside of normal working hours (between 6:00 p.m. and 6:00 a.m.).

**ACCEPTANCE OF PROPOSAL**

Proposal Date: July 21, 2020

Client: Telacu Construction Management  
604 N Eckoff Street  
Orange Ca. 92868

Project: Joe Nightingale Elementary School Topo

Scope of Work: Record Boundary & Ground Specific Topography Survey

Fixed Fees: \$10,978.00

Reimbursable Fees: \$500.00


Cannon bills monthly for work in progress and payment is due within 30 calendar days of invoice date. Reimbursables are not included in fixed fee; If the client requests, or the client's schedule requires work to be done on an overtime basis, a multiplier of 1.5 will be applied to the above rates for weekdays for daily hours in excess of 8 as well as weekends and a multiplier of 2.0 for daily hours in excess of 12 and holidays.

Please indicate your acceptance of this proposal by signing below.

In witness whereof, the parties hereto have caused this agreement consisting of proposal letter, any other necessary and applicable documents to be executed of the date and year first above written. Cannon hereinafter referred to as Cannon. The Client, as noted below, hereinafter referred to as Client.

Client: Telacu Construction Management Cannon Corporation

x   
Telacu Construction Management  
Title Director

  
J Braley, PLS  
Survey Manager  
LS 8446

Date: July 28, 2020

Date: July 22, 2020



## **ASSUMPTIONS & EXCLUSIONS**

### **A. Additional Services**

The work to be performed is strictly limited to those items detailed in the Scope of Work above and the project RFP. All work not set forth in the Scope of Work and the project RFP shall be deemed additional work. Should additional work be required, it is the responsibility of Client to initiate negotiations for such work. Additional Work will be charged at our regular hourly rates, per the attached Fee Schedule, and includes the time for travel to the jobsite. Additional work will not be commenced without written authorization from Client.

Items of work that are not clearly defined prior to the authorization to proceed will be performed on a Time and Materials (T&M) basis per the attached Fee Schedule or upon such lump sum addition to the contract, as agreed upon by Client prior to proceeding with such items of work.

### **B. Contract Payment and Reimbursable Expenses**

1. Payments are due and payable according to monthly billings as the work progresses. Amounts over 30 days past due will be subject to 1.5% per month service charge.
2. Courier service, blueprinting, and reproduction costs shall be at Client's expense and include a 15% handling fee, and shall be invoiced on a monthly basis.



## BUSINESS SERVICES MEMORANDUM

**TO:** Board of Trustees  
Holly Edds, Ed.D.

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

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

**BOARD AGENDA ITEM:** Piggyback Authorization for the Purchase and Installation of Playground Equipment and Rubberized Surfacing at Joe Nightingale Elementary School

**BACKGROUND:** Orcutt Union School District requires the purchase of new playground equipment, rubberized surfacing and installation at the Joe Nightingale Elementary School TK/K playground area, using the provisions of the OMNIA Partners (formerly National IPA) Contract Number: R170304, Approved May 1, 2017 and expiring on April 30, 2021. The existing playground equipment will be repurposed and may be relocated with the next phase of site construction projects. This new playground equipment includes benches, signage, and poured in place rubberized surfacing and its anticipated to be installed and completed by the end of September.

**RECOMMENDATION:** Staff recommends the Board of Trustees ratify the Piggyback Contract with Park Planet in the amount of \$161,790.98, as submitted

**FUNDING:** Fund 21 – Building Fund for the Measure G Bond

# QUOTE



Corporate Office  
1555 Tahoe Court  
Redding, CA 96003  
Tax ID#: 72-1545106  
Main#: (877) 473-7619  
Fax#: (530) 246-0518

## QUOTE TO:

Orcutt Union School District  
500 Dyer Street  
Orcutt, CA 93455

## SITE ADDRESS:

DATE: 7/14/2020  
QUOTE #: Q20-3024

Main #: 8059388971  
Email: bgitchell@orcutt-schools.net

REP: Kasanna@parkplanet.com  
PROJECT: Joe Nightingale ES  
TERMS: Net 30dys / Install

QTY	VENDOR	MODEL#	DESCRIPTION	RATE	TOTAL
			OMNIA Partners: National IPA Contract #R170304 Orcutt Union School District Member #5265586		
			Issue PO to: Park Planet 1555 Tahoe Court Redding, CA 96003		
1	Playcraft	PR-R35	Custom Round 3.5 Steel Play System SN: R3522BA5A	40,674.00	40,674.00T
1	Playcraft	A2-2181-7-2B	7ft Single Post Swing (2 Belts) - 5" Dia. Posts	1,471.00	1,471.00T
1	Playcraft	A2-2181-7-...	7ft Single Post Swing - Add-A-Bay (2 Belts) - 5" Dia. Posts	1,158.00	1,158.00T
1	Playcraft	A2-1397-FX...	School Bus (Fixed Mount)	8,374.00	8,374.00T
1	Playcraft	FWR-I-IG	Flower, Indigo (In-Ground)	1,204.00	1,204.00T
1	Playcraft	FWR-O-IG	Flower, Orange (In-Ground)	1,104.00	1,104.00T
1	Playcraft	FWR-T-IG	Flower, Turquoise (In-Ground)	1,104.00	1,104.00T
1	Playcraft	FWR-Y-IG	Flower, Yellow (In-Ground)	1,204.00	1,204.00T
1	Playcraft	A3-4312-8G	8ft Slat Bench w/ Back (in-ground)	984.00	984.00T
1	Playcraft	A2-1305	2-5 Age Appropriate Sign (Roto)	286.00	286.00T
		OMNIA-TX	OMNIA Partners Discount - Formerly National IPA Cooperative Purchasing Agreement Park Planet ID: R170304 Customer ID: 5265586	-5,756.30	-5,756.30
		PCF	PlayCraft Freight w/ Liftgate & Pallet Jack **PlayCraft shipping pallet dimensions can reach upwards of 4'W x 8'H x 18'L. Offloading is the CUSTOMERS responsibility and is NOT included in shipping costs. Please discuss offloading options with an Park Planet representative PRIOR to placing an order.	3,125.00	3,125.00

QUOTE GOOD FOR 30 DAYS	SUBTOTAL
ORDER/DELIVERY INFORMATION: (Unless otherwise specified) Offloading and installation are customer's responsibility. Please consult your sales representative for shipping and delivery time line. Time line will depend on equipment ordered. At time of shipment the commercial freight company will call to make a delivery appointment.	SALES TAX (7.75%)
	TOTAL

Representative Authorized to Order:

Page 1  
SIGNED QUOTE REQUIRED TO ORDER

Date:

7/17/20



# QUOTE



Corporate Office  
1555 Tahoe Court  
Redding, CA 96003  
Tax ID#: 72-1545106  
Main#: (877) 473-7619  
Fax#: (530) 246-0518

**QUOTE TO:**

Orcutt Union School District  
500 Dyer Street  
Orcutt, CA 93455

**SITE ADDRESS:**

DATE: 7/14/2020

QUOTE #: Q20-3024

Main #: 8059388971

Email: bgitchell@orcutt-schools.net

REP: Kasanna@parkplanet.com

PROJECT: Joe Nightingale ES

TERMS: Net 30dys / Install

QTY	VENDOR	MODEL#	DESCRIPTION	RATE	TOTAL
		Install PA	Installation by Park Associates Inc. CA - Lic# 959805 DIR# PW-LR-1000423561  BID AT PREVAILING WAGE  Installation assumes normal digging conditions with standard bobcat & auger.  IF APPLICABLE: 1. Park Planet installers are not signatory to any unions and will not sign any PLA for the installation of the playground or special playground surfacing. The following supply and/or installation estimates do not include signing a PLA or paying any union labor or fees. All of the labor quoted herein will need to be excluded from a PLA agreement and union labor requirement waived by the purchasing agency, owner or District.  2. Skilled & Trained Workforce – If this project is a Lease Lease-Back, or Design-Build Project, or a contract that triggers the Skilled and Trained Workforce requirements for a Public Works project, please contact Park Planet immediately. The Following estimate for equipment and/or labor does NOT include such compliance. Park Planet and their subcontractors will NOT comply with Skilled and Trained Workforce labor and reporting. Park Planet's portion of work (and our subcontractor's work) will need to fall within an exception or waiver to the Skilled and Trained Workforce requirements or our estimate will not be valid.  Note: Contractor/client is responsible for excavation of the play area and concrete perimeter curbing.		
		Equip Install	Installation Only of Structure, Swing, Bus, flowers, and bench -includes security fencing and offloading equipment	33,000.00	33,000.00
		Install PIP	Construction of substrate for pour in place safety surfacing	17,650.00	17,650.00
		Install PIP	Pour in Place Surfacing Provide & install 3,025 SF of 3.5" UNIFORM thickness SpectraPour safety surfacing and substrate 3.5" UNIFORM thickness is certified for a max. fall height of 8'-0" 1/2" min. thickness wear layer to be 50% Color / 50% Black mixed with Aliphatic (UV-stable, non-yellowing) Resin NOTE: There will be an upcharge in cost for the following premium colors: Light Purple, Dark Purple, Bright Yellow, Mustard Yellow, Bright Red, Orange & Brown NO GRAPHICS OR COLOR PATTERNS INCLUDED	59,680.00	59,680.00

QUOTE GOOD FOR 30 DAYS

SUBTOTAL

ORDER/DELIVERY INFORMATION: (Unless otherwise specified)  
Offloading and installation are customer's responsibility. Please consult your sales representative for shipping and delivery time line. Time line will depend on equipment ordered. At time of shipment the commercial freight company will call to make a delivery appointment.

SALES TAX (7.75%)

TOTAL

Representative Authorized to Order:

Page 2

SIGNED QUOTE REQUIRED TO ORDER

Date: 7/14/20



# QUOTE



Corporate Office  
1555 Tahoe Court  
Redding, CA 96003  
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**SITE ADDRESS:****DATE:** 7/14/2020**QUOTE #:** Q20-3024**Main #:** 8059388971**Email:** bgitchell@orcutt-schools.net**REP:** Kasanna@parkplanet.com**PROJECT:** Joe Nightingale ES**TERMS:** Net 30dys / Install

QTY	VENDOR	MODEL#	DESCRIPTION	RATE	TOTAL
			Additional Safety Surfacing Options:  1. Synthetic Turf Surfacing: \$55,750 Installation of Synthetic Turf International EZ play turf system 8' CFH  2. Wood Fiber Surfacing: ~\$15,000 (remove the substrate and Pour in Place Surfacing line items above; discount will have to be adjusted) Includes freight and installation		
		OMNIA-NT	OMNIA Partners Discount - Formerly National IPA Cooperative Purchasing Agreement Park Planet ID: R170304 Customer ID: 5265586	-11,033.00	-11,033.00
		BOND	Payment & Performance Bond - *Subject to surety approval	3,547.26	3,547.26

QUOTE GOOD FOR 30 DAYS

**SUBTOTAL**

ORDER/DELIVERY INFORMATION: (Unless otherwise specified)  
Offloading and installation are customer's responsibility. Please consult your sales representative for shipping and delivery time line. Time line will depend on equipment ordered. At time of shipment the commercial freight company will call to make a delivery appointment.

**SALES TAX (7.75%)****TOTAL**

Representative Authorized to Order:

Page 3

SIGNED QUOTE REQUIRED TO ORDER

Date:

7/17/20

# QUOTE



Corporate Office  
1555 Tahoe Court  
Redding, CA 96003  
Tax ID#: 72-1545106  
Main#: (877) 473-7619  
Fax#: (530) 246-0518

## QUOTE TO:

Orcutt Union School District  
500 Dyer Street  
Orcutt, CA 93455

## SITE ADDRESS:

DATE: 7/14/2020  
QUOTE #: Q20-3024

Main #: 8059388971  
Email: bgitchell@orcutt-schools.net

REP: Kasanna@parkplanet.com  
PROJECT: Joe Nightingale ES  
TERMS: Net 30dys / Install

QTY	VENDOR	MODEL#	DESCRIPTION	RATE	TOTAL
			<p>Note: Client is responsible for location of all underground utilities prior to the install start date.</p> <p>Exclusions: Storage of equipment. Site preparation including containment border. Marking of any underground utilities and/or obstructions Inspections or applicable permits and fees Removal of obstacles to reach construction site.</p> <p>Bobcat &amp; concrete truck access required.</p> <p>*Additional fees may apply if Bonding or Special Insurance required* **Location and Marking of utility, plumbing and irrigation lines is the responsibility of the customer. Park Planet is not responsible for repairing unmarked underground utilities and pipes.**</p> <p>By signing below you acknowledge and agree to our Contract; Exclusions, Conditions &amp; Payment Terms, which are to be included in, and supersede any additional contracts or sub-contract agreements made separately based on this "Estimate". Unless otherwise specified above we Exclude Responsibility for: material delivery &amp;/or offloading equipment, storing of equipment, removal of packaging accumulated by equipment supplied by others, project security, landscape &amp; hardscape repair based on access route to site, delays or returns due to layout conflicts, missing or damaged components &amp; hardware, locating underground utilities; utilities, pipes, obstructions in work area, conditions unforeseen and/or not disclosed at time of estimate, permits, engineering, material testing, soil samples. Conditions: Grades; stable, compacted, &amp; workable (rough grade to be taken + or - one tenth of one inch), adequate access to work site provided for workmen, materials, tools &amp; equipment. Quote assumes all labor to be completed without interruption.</p>		

QUOTE GOOD FOR 30 DAYS

SUBTOTAL \$157,775.96

ORDER/DELIVERY INFORMATION: (Unless otherwise specified)  
Offloading and installation are customer's responsibility. Please consult your sales representative for shipping and delivery time line. Time line will depend on equipment ordered. At time of shipment the commercial freight company will call to make a delivery appointment.

SALES TAX (7.75%) \$4,015.02

TOTAL \$161,790.98

Representative Authorized to Order:

Page 4  
SIGNED QUOTE REQUIRED TO ORDER

Date:

7/17/20



## BUSINESS SERVICES MEMORANDUM

TO: Board of Trustees  
Holly Edds, Ed.D.

FROM: Bill Young  
Assistant Superintendent, Business Services

BOARD MEETING DATE: August 12, 2020

BOARD AGENDA ITEM: Change Order for American Modular Systems (AMS) Joe Nightingale Portables for Full Day Kindergarten Modulares

BACKGROUND: Attached are (2) Change Orders for Joe Nightingale Full Day Kindergarten Project. We had the opportunity to expedite the process to have (4) modulares placed sooner and ready closer to the start of school, however there were additional crane costs, and slurry cost to set the modulares. The change order costs to complete this additional work are below:

Change Order	Amount
Additional cost for crane at Joe Nightingale ES	\$9,149.40
Additional cost to make barriers for pouring and setting the modulares	\$4,600.00
<b>Total</b>	<b>\$13,749.40</b>

RECOMMENDATION: Staff recommends that the Board of Trustees ratify the two Change Orders for American Modular Systems (AMS), in the amount of \$13,749.40, as submitted.

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



July 7, 2020

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

**Proposed Change Order (PCO)**

**RE: (7) 36x40 High Pitch Classrooms - Joe Nightingale ES – Purchase Order NO. PO20-01446**

**Please review the following proposed changes to the contract:**

- |  |                   |
|--|-------------------|
| 1. Cost for an additional crane set on July 9, 2020    |                   |
| See Additional Work Authorization, attached and signed |                   |
| 15% OH   | \$7,800.00        |
| 2% bonds   | \$1,170.00        |
| <b>Total Change</b>                                    | <b>\$ 179.40</b>  |
|  | <b>\$9,149.40</b> |

**The contract sum will be increased by: \$9,149.40**

**The contract time will be increased by: TBD (in progress)**

**New project completion date: TBD (in progress)**

**Contractor:**  
American Modular Systems, Inc.

**Owner:**  
Orcutt Union School District

**Representative:**

**Authorized by:**

  
Jim Wallace

 7/8/20  
Bill Young, Assistant Supt. Business Services

Please sign and return via email: [jim.w@americanmodular.com](mailto:jim.w@americanmodular.com) or FAX 909 981 4257

If you have any question please call 818 339 1413 cell

cc/orcutt/nightingale/file/add/crane

# ADDITIONAL WORK AUTHORIZATION



American Modular Systems  
787 Spreckels Ave. • Manteca, CA 95336  
(209) 825-1921 • Fax (209) 825-7018

No. 0644

OWNER'S NAME <b>ORCUTT USD</b>		PHONE	DATE <b>7-2-20</b>
STREET <b>500 DYER RD</b>		JOB NAME <b>JOE NIGHTINGALE</b>	JOB NUMBER
CITY <b>ORCUTT</b>	STATE <b>CA</b>	STREET <b>255 WINTER ROAD</b>	
EXISTING CONTRACT NO.	DATE OF EXISTING CONTRACT	CITY <b>SANTA MARIA</b>	STATE <b>CA</b>

You are hereby authorized to perform the following specifically described additional work:

<b>COST FOR AN ADDITIONAL CRANE SET</b>	<b>\$7,800.00</b>
<b>+ 15% MARK UP</b>	<b>\$1,170.00</b>
<b>+ 2% BOND+INS</b>	<b>\$ 179.40</b>
<b>TOTAL</b>	<b>\$9,149.40</b>

*cost for crane to set 4 bldgs on 7.9.20*

**ADDITIONAL CHARGE FOR ABOVE WORK IS: \$9,149.40**

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date **7.2** 20

on behalf of  
ORCUTT USD  
Authorizing Signature

(OWNER SIGNS HERE)

We hereby agree to furnish labor and materials complete in accordance with the above specifications, at above stated price.

Authorized Signature

(CONTRACTOR SIGNS HERE)

Date 20

NOTE: This Revision becomes part of, and in accordance with, the existing contract.

WHITE - File

YELLOW - Field

PINK - Client





July 7, 2020

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

**Proposed Change Order (PCO)**

**RE: (7) 36x40 High Pitch Classrooms - Joe Nightingale ES – Purchase Order NO. PO20-01446**

**Please review the following proposed changes to the contract:**

1. Cost for an additional mobilization to pour concrete slurry at Nightingale.  
Originally scheduled for (1) mobilization to pour all slurry.  
See Additional Work Authorization, attached

Labor – 5 workers @ 8 hrs each = 40 hrs	\$3,400.00
Concrete pump	\$ 600.00
Subtotal	\$4,000.00
15% OH	\$ 600.00
<b>Total Change</b>	<b>\$4,600.00</b>

**The contract sum will be increased by: \$4,600.00**

**The contract time will be increased by: TBD (in progress)**

**New project completion date: TBD (in progress)**

**Contractor:**  
American Modular Systems, Inc.

**Owner:**  
Orcutt Union School District

**Representative:**

**Authorized by:**

  
Jim Wallace

 7/9/20  
Bill Young, Assistant Supt. Business Services

Please sign and return via email: [jim.w@americanmodular.com](mailto:jim.w@americanmodular.com) or FAX 909 981 4257

If you have any question please call 818 339 1413 cell

cc/orcutt/nightingale/file/slurry

# ADDITIONAL WORK AUTHORIZATION



American Modular Systems  
787 Spreckels Ave. • Manteca, CA 95336  
(209) 825-1921 • Fax (209) 825-7018

No.0646

OWNER'S NAME <b>ORCUTT USD</b>		PHONE	DATE <b>7-7-20</b>
STREET <b>500 DYER RD</b>		JOB NAME <b>JOE NIGHTINGALE</b>	JOB NUMBER
CITY <b>ORCUTT</b>	STATE <b>CA</b>	STREET <b>255 WINTER ROAD</b>	
EXISTING CONTRACT NO.	DATE OF EXISTING CONTRACT	CITY <b>SANTA MARIA</b>	STATE <b>CA</b>

You are hereby authorized to perform the following specifically described additional work:

**ADDITIONAL COST TO MAKE ROBERT BARRIER FROM 1  
POLE TO 2 TO AID SETTING OF THE BUILDINGS ON 9-7-20**

**7-9-20**  
*mm*

**5 MEN @ 8 HRS EACH = 40 HRS \$3,400.<sup>00</sup>**

**1 Pole \$ 600.<sup>00</sup>**

**= \$ 4000.<sup>00</sup>**

**+15% MARKUP = \$ 600.<sup>00</sup>**

**ADDITIONAL CHARGE FOR ABOVE WORK IS: \$ 4,600.<sup>00</sup>**

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date **7/9** 20 **20** Authorizing Signature  (OWNER SIGNS HERE)

We hereby agree to furnish labor and materials complete in accordance with the above specifications, at above stated price.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_ 20 \_\_\_\_\_  
(CONTRACTOR SIGNS HERE)

NOTE: This Revision becomes part of, and in accordance with, the existing contract.

WHITE - File

YELLOW - Field

PINK - Client



## BUSINESS SERVICES MEMORANDUM

**TO:** Board of Trustees  
Holly Edds, Ed.D.

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

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

**BOARD AGENDA ITEM:** Construction Change Order- RDZ Contractors for Alice Shaw Full Day Kindergarten

**BACKGROUND:** Attached is a change order request #1 from RDZ Contractors in the amount of \$14,350.65 for the Alice Shaw Full Day Kindergarten. The change order is related to some or all of the following reasons; unforeseen conditions during construction, design issue, or owner requested change.

The change order request was reviewed by the following parties, the Contractor, TELACU Construction Management firm, and district staff.

**RECOMMENDATION:** Staff recommends the Board of Trustees approve the change order for RDZ Contractors for \$14,350.65, as submitted.

**FUNDING:** Fund 21 – Building fund for the Measure G Bond



# CHANGE ORDER

**Distribution:**

- ☐ OUSD
- ☐ 19-Six Architects
- ☐ Contractor
- ☐ TELACU Construction Management (TCM)
- ☐ Inspector of Record

Project:  
**Alice Shaw Full Day Kindergarten**  
**Orcutt Union School District**  
500 Dyer Street  
Orcutt, CA 93455

Change Order Number: **2**

Date: **8/3/2020**

To Contractor:  
RDZ Contractors  
PO Box 760  
Nipomo, CA 93444

Contract Date: **4/29/2020**

The Contract Is Changed As Follows:  
**Refer to the attached summary page**

The original Contract Sum was	\$	<b>265,797.00</b>
The net change by previously authorized Change Orders	\$	<b>25,844.32</b>
The Contract Sum prior to this Change Order was	\$	<b>291,641.32</b>
The Contract Sum will be Increased by this new Change Order in the amount of	\$	<b>14,350.65</b>
The new Contract Sum including this Change Order will be	\$	<b>305,991.97</b>
The Contract Time will be ( <del>increased</del> ) ( <del>decreased</del> ) ( <b>unchanged</b> ) by -0- days.		
The date of Substantial Completion as of the date of this Change Order therefore is		<b>Unchanged</b>

*Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price Which have been authorized by Construction Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.*

NOT VALID UNTIL SIGNED BY THE OWNER, CONTRACTOR, AND CONSTRUCTION MANAGER.

<b>Owner</b>	<b>Contractor</b>	<b>Construction Mgr.</b>	<b>Architect of Record</b>	<b>Inspector of Record</b>
Orcutt Union School District	RDZ Contractors	TELACU Construction Management	19-Six Architects	Kenco Construction Services, Inc.
500 Dyer Street Orcutt, CA 93455	PO Box 760 Nipomo, CA 93444	604 N. Eckhoff St. Orange, CA 92868	560 Higuera Street, Ste C San Luis Obispo, CA 93401	1230 Doris Ave. Oxnard, CA 93030

BY (Signature)      BY (Signature)      BY (Signature)      BY (Signature)      BY (Signature)

DATE                      DATE                      DATE                      DATE                      DATE

**CHANGE ORDER 02- Summary Sheet**

Item #	Title	PCO#	PCO Description	Final Price
1	CRB-1: Decorative Fencing and Gate Revisions  <b>WAITING ON BEIGE CREDIT FROM RDZ</b>	3	CRB #001& RFI #002 - District Requested/Design Issue – Bid plans called for existing decorative fencing on existing curb to remain. After initial site investigation, it was determined that the curb and 400 SF adjacent sidewalk that was indicated to be removed and replaced was poured monolithically. The existing 70 LF curb and decorative fencing needed to be removed to provide a new sidewalk. Cost includes demolition of existing curb and fencing, and replacing with new concrete and 70LF of 4' tall decorative fencing. The addition of (1) 4' wide gate with lever latch and kick plate and (1) 5' wide gate were also included in the cost. A credit is also included as the decorative fence provided by the contractor is a standard black color and not matching the existing beige decorative	\$15,425.92
2	Flatwork Rebar Credit  <b>WAITING ON REBAR CREDIT FROM RDZ</b>	7	RFI #014 - Per the contractor's recommendation, the steel reinforcement requirement was removed from the concrete flatwork. There are several other on-going OUSD projects that currently do not require steel reinforcement at the flatwork and will still meet County of Santa Barbara's standards. The cost includes a credit back to the District for all flatwork on this project.	-\$1,075.27
<b>Total Change Order Amount</b>				<b>\$ 14,350.65</b>



## BUSINESS SERVICES MEMORANDUM

**TO:** Board of Trustees  
Holly Edds, Ed.D.

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

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

**BOARD AGENDA ITEM:** Construction Change Order- Pre Con Industries, Inc. for Patterson & Pine Grove Full Day Kindergarten

**BACKGROUND:** Attached is a change order request #2 from Pre Con Industries, Inc. in the amount of \$66,084.92 for the Patterson & Pine Grove Full Day Kindergarten. The change order is related to some or all of the following reasons; unforeseen conditions during construction, design issue, or owner requested change.

The change order request was reviewed by the following parties, the Contractor, TELACU Construction Management firm, and district staff.

**RECOMMENDATION:** Staff recommends the Board of Trustees approve the change order for Pre Con Industries, Inc. for \$66,084.92, as submitted.

**FUNDING:** Fund 21 – Building fund for the Measure G Bond

# CHANGE ORDER

**Distribution:**

- ☐ OUSD
- ☐ 19-Six Architects
- ☐ Contractor
- ☐ TELACU Construction Management (TCM)
- ☐ Inspector of Record

Project:  
**Patterson & Pine Grove Full Day Kindergarten**  
**Orcutt Union School District**  
500 Dyer Street  
Orcutt, CA 93455

Change Order Number: **2**

Date: **8/3/2020**

To Contractor:  
PreCon Industries  
PO Box 5728  
Santa Maria, CA 93456

Contract Date: **3/19/2020**

The Contract Is Changed As Follows:  
**Refer to the attached summary page**

The original Contract Sum was	\$	<b>1,132,500.00</b>
The net change by previously authorized Change Orders	\$	<b>72,132.83</b>
The Contract Sum prior to this Change Order was	\$	<b>1,204,632.83</b>
The Contract Sum will be Increased by this new Change Order in the amount of	\$	<b>66,084.92</b>
The new Contract Sum including this Change Order will be	\$	<b>1,270,717.75</b>
The Contract Time will be <del>(increased)</del> <del>(decreased)</del> <b>(unchanged)</b> by -0- days.		
The date of Substantial Completion as of the date of this Change Order therefore is		<b>Unchanged</b>

*Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price Which have been authorized by Construction Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.*

NOT VALID UNTIL SIGNED BY THE OWNER, CONTRACTOR, AND CONSTRUCTION MANAGER.

<b>Owner</b>	<b>Contractor</b>	<b>Construction Mgr.</b>	<b>Architect of Record</b>	<b>Inspector of Record</b>
Orcutt Union School District	Pre Con Industries, Inc.	TELACU Construction Management	19-Six Architects	Kenco Construction Services, Inc.
500 Dyer Street Orcutt, CA 93455	PO Box 5728 Santa Maria, CA 93456	604 N. Eckhoff St. Orange, CA 92868	560 Higuera Street, Ste C San Luis Obispo, CA 93401	1230 Doris Ave. Oxnard, CA 93030

BY (Signature)	BY (Signature)	BY (Signature)	BY (Signature)	BY (Signature)
----------------	----------------	----------------	----------------	----------------

DATE	DATE	DATE	DATE	DATE
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**CHANGE ORDER 02- Summary Sheet**

Item #	Title	PCO#	PCO Description	Final Price
1	Pine Grove - Added Path of Travel Improvements	8	Design Issue/IOR Requested – The DSA approved drawings were received after the project was bid on and awarded. During DSA's final review of the project's path of travel; it was determined that the removal and replacement of concrete was required at the sidewalk adjacent to the existing kindergarten classroom area. Cost includes removal and replacement of about 200 SF concrete sidewalk.	\$18,720.30
2	Pattterson - Added Retaining Wall	11	Design Issue – After placement of the retaining wall that is indicated on the bid documents, it was determined that the grades at both ends of the wall would be too steep to safely tie-in to the adjacent existing building grade and sidewalk. Wing walls were added by the AOR to address the grading issue. Chain link fencing was also extended over the wing walls to maintain the enclosure of the kindergarten area. The cost included placement of (2) additional concrete walls, drainage, weep holes and additional underground electrical, sewer, storm drainage and gas utility re-work required to implement the additional walls.	\$22,003.45
3	Pattterson -Locate/Extend Gas & Upsize Waterline	13	Unforeseen Condition/Design Issue - After significant site investigation to locate the gas at the areas indicated on the bid documents, the gas line point of connection could not be located. A connection point was eventually identified near the portable classrooms to the east. Cost includes investigation, demolition of a portion of concrete, additional trenching/backfill and additional gas line needed to complete the gas connection. Also, the domestic waterline shown on the bid documents feeding the classrooms was determined to be inadequate for the two new modular buildings. Cost includes providing an upsized domestic waterline point of connection to a 1-1/2" line in-lieu of a ¾" line from the adjacent existing building.	\$20,454.29
4	Pine Grove - Added Concrete Curb at Sidewalk	26	IOR Requested – Due to erosion concerns at the new sidewalk occurring to the east side of the existing administration office, the IOR's requested installation of curbs at both sides of the sidewalk. Cost includes re-working forms to implement the added curbs, additional forms and concrete material.	\$1,845.96
5	Landscape & Irrigation Revisions	27	Design Issue – RFI ##005 – Per the AOR's RFI #005 response, the location of the new retaining wall shown in-between the southern existing classrooms and the new modular buildings needed to be shifted north about 3 feet. The shifting of the wall created a void where no landscaping occurred. The cost includes provided 340 SF of additional sod along the new retaining wall. Regarding the added irrigation to the west side of the new modular classrooms: On contract drawing L-1.1 (Addendum 001), the design does not call for irrigation lines and service to the area adjacent to the new pavers. The contract drawing calls for new sod but irrigation is not shown. The cost includes providing irrigation to the sodded area west of the new modular buildings.	\$3,060.92
<b>Total Change Order Amount</b>				<b>\$66,084.92</b>



## BUSINESS SERVICES MEMORANDUM

**TO:** Board of Trustees  
Holly Edds, Ed.D.

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

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

**BOARD AGENDA ITEM:** Construction Change Order No. 3 Pre Con Industries, Inc. for Olga Reed Cafeteria

**BACKGROUND:** Attached is a change order request No. 3 from Pre Con Industries, Inc. in the amount of \$41,256.90 for the Olga Reed Cafeteria Alteration Project. The change order is related to some or all of the following reasons; unforeseen conditions during construction, design issue, or owner requested change.

The change order request was reviewed by the following parties, the Contractor, TELACU Construction Management firm, and district staff.

**RECOMMENDATION:** Staff recommends the Board of Trustees approve the change order for Pre Con Industries, Inc. for \$41,256.90, as submitted.

**FUNDING:** Fund 21 – Building fund for the Measure G Bond

# CHANGE ORDER

**Distribution:**

- ☐ OUSD
- ☐ SVA Architects
- ☐ Contractor
- ☐ TELACU Construction Management (TCM)
- ☐ Inspector of Record

Project:  
**Olga Reed Cafeteria Alteration Project**  
**Orcutt Union School District**  
500 Dyer Street  
Orcutt, CA 93455

Change Order Number: **3**

Date: **8/3/2020**

To Contractor:  
Pre Con Industries, Inc.  
PO Box 5728  
Santa Maria, CA 93456

Contract Date: **3/19/2020**

The Contract Is Changed As Follows:  
**Refer to the attached summary page**

The original Contract Sum was	\$	<b>1,178,400.00</b>
The net change by previously authorized Change Orders	\$	<b>125,591.88</b>
The Contract Sum prior to this Change Order was	\$	<b>1,303,991.88</b>
The Contract Sum will be Increased by this new Change Order in the amount of	\$	<b>41,256.90</b>
The new Contract Sum including this Change Order will be	\$	<b>1,345,248.78</b>
The Contract Time will be <del>(increased)</del> <del>(decreased)</del> <b>(unchanged)</b> by -0- days.		
The date of Substantial Completion as of the date of this Change Order therefore is		<b>Unchanged</b>

*Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price Which have been authorized by Construction Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.*

NOT VALID UNTIL SIGNED BY THE OWNER, CONTRACTOR, AND CONSTRUCTION MANAGER.

<b>Owner</b>	<b>Contractor</b>	<b>Construction Mgr.</b>	<b>Architect of Record</b>	<b>Inspector of Record</b>
Orcutt Union School District	Pre Con Industries, Inc.	TELACU Construction Management	SVA Architects	Kenco Construction Services, Inc.
500 Dyer Street Orcutt, CA 93455	PO Box 5728 Santa Maria, CA 93456	604 N. Eckhoff St. Orange, CA 92868	6 Hutton Centre Dr. Ste. 115 Santa Ana, CA 92707	1230 Doris Ave. Oxnard, CA 93030

BY (Signature) BY (Signature) BY (Signature) BY (Signature) BY (Signature)

DATE DATE DATE DATE DATE

**CHANGE ORDER 03- Summary Sheet**

<b>Item #</b>	<b>Title</b>	<b>PCO#</b>	<b>PCO Description</b>	<b>Final Price</b>
1	Additional FRP Paneling	7	District Requested – Upon review of the existing FRP at the Kitchen area that was indicated to remain in the bid documents, it was determined that all FRP paneling in the kitchen should also be removed and replaced. Cost includes removal and replacement of about 200 SF of additional FRP paneling.	\$2,438.02
2	Repair of Existing Asphalt	18	District Requested – Upon review of the existing asphalt pavement to the east of the cafeteria, it was determined by the District that it was to be removed and replaced. The cost includes additional 2,350 SF of asphalt demolition, fine grading and asphalt paving.	\$28,253.49
3	Add Insulation and GWB Finishes in Kitchen	28	Unforeseen Condition – RFI #011 – During demolition, it was discovered that some of the existing walls that were indicated as drywall were actually plaster walls. Per RFI #011 response, the contractor was directed to remove the plaster where it occurs and provide new drywall at those locations. Cost includes demolition and hauling of existing plaster, hanging of new 5/8" type-x domestic drywall, taping and finishing of the drywall to an acceptable finish meeting the Santa Barbara County EHS Department and some additional insulation work.	\$10,565.39
<b>Total Allowance Change Order Amount</b>				<b>\$ 41,256.90</b>





## BUSINESS SERVICES MEMORANDUM

**TO:** Board of Trustees  
Holly Edds, Ed.D.

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

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

**BOARD AGENDA ITEM:** Construction Change Order- Pre Con Industries, Inc. for Orcutt Academy HS Restroom Alteration Project

**BACKGROUND:** Attached is a change order request #3 from Pre Con Industries in the amount of \$22,885.91 for the Orcutt Academy HS Restroom Alteration Project. The change order is related to some or all of the following reasons; unforeseen conditions during construction, design issue, or owner requested change.

The change order request was reviewed by the following parties, the Contractor, TELACU Construction Management firm, and district staff.

**RECOMMENDATION:** Staff recommends the Board of Trustees approve the change order for Pre Con Industries, Inc. for \$22,885.91, as submitted.

**FUNDING:** Fund 21 – Building fund for the Measure G Bond

# CHANGE ORDER

**Distribution:**

- ☐ OUSD
- ☐ SVA Architects
- ☐ Contractor
- ☐ TELACU Construction Management (TCM)
- ☐ Inspector of Record

Project:  
**Orcutt Academy HS Restroom Alteration Project**  
**Orcutt Union School District**  
500 Dyer Street  
Orcutt, CA 93455

Change Order Number: **3**

Date: **8/3/2020**

To Contractor:  
Pre Con Industries, Inc.  
PO Box 5728  
Santa Maria, CA 93456

Contract Date: **3/19/2020**

The Contract Is Changed As Follows:  
**Refer to the attached summary page**

The original Contract Sum was	\$	<b>958,900.00</b>
The net change by previously authorized Change Orders	\$	<b>64,567.79</b>
The Contract Sum prior to this Change Order was	\$	<b>1,023,467.79</b>
The Contract Sum will be Increased by this new Change Order in the amount of	\$	<b>22,885.91</b>
The new Contract Sum including this Change Order will be	\$	<b>1,046,353.70</b>
The Contract Time will be ( <del>increased</del> ) ( <del>decreased</del> ) ( <b>unchanged</b> ) by -0- days.		
The date of Substantial Completion as of the date of this Change Order therefore is		<b>Unchanged</b>

*Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price Which have been authorized by Construction Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.*

NOT VALID UNTIL SIGNED BY THE OWNER, CONTRACTOR, AND CONSTRUCTION MANAGER.

<b>Owner</b>	<b>Contractor</b>	<b>Construction Mgr.</b>	<b>Architect of Record</b>	<b>Inspector of Record</b>
Orcutt Union School District	Pre Con Industries, Inc.	TELACU Construction Management	SVA Architects	Kenco Construction Services, Inc.
500 Dyer Street Orcutt, CA 93455	PO Box 5728 Santa Maria, CA 93456	604 N. Eckhoff St. Orange, CA 92868	6 Hutton Centre Dr. Ste. 115 Santa Ana, CA 92707	1230 Doris Ave. Oxnard, CA 93030

BY (Signature) BY (Signature) BY (Signature) BY (Signature) BY (Signature)

DATE DATE DATE DATE DATE

**CHANGE ORDER 03- Summary Sheet**

Item #	Title	PCO#	PCO Description	Final Price
1	Existing Roof Repairs and Soffit Re-Work	3	Unforeseen Condition – RFI #015 - Upon investigation of the existing roof, some areas of dry-rot were discovered at the roof framing and other framing issues that need to be addressed per the IOR. Cost includes additional investigation for water damage, removal of existing electrical from ceiling, remove and replacement of water damaged joists, adjustment of the existing doorway framing, plaster removal/patching and re-framing of the existing soffit and the revised roof framing for new skylights.	\$ 19,475.85
2	HVAC T&M Work	20	Unforeseen Condition – Due to the roof framing re-work, some of the HVAC Ductwork need to be re-fabricated per the IOR's direction. Cost includes re-fabricating and installing the ductwork.	\$ 697.22
3	Tile Overtime Work	23	District Requested – Due to the amount additional work required to address some of the unforeseen conditions encountered on this project, the finish tile work needed to be accelerated in-order to meet the District's August 10th completion deadline. Cost includes over-time hours for the tile contractor.	\$ 2,712.84
<b>Total Change Order Amount</b>				<b>\$ 22,885.91</b>



## BUSINESS SERVICES MEMORANDUM

**TO:** Board of Trustees  
Holly Edds, Ed.D.

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

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

**BOARD AGENDA ITEM:** Construction Change Order- Quincon. for Orcutt Academy HS  
School Site Safety & Security Project

**BACKGROUND:** Attached is a change order request #2 from Quincon in the amount of \$4,041.00 for the Orcutt Academy HS Site Safety & Security Project. The change order is related to some or all of the following reasons; unforeseen conditions during construction, design issue, or owner requested change.

The change order request was reviewed by the following parties, the Contractor, TELACU Construction Management firm, and district staff.

**RECOMMENDATION:** Staff recommends the Board of Trustees approve the change order for Quincon. for \$4,041.00, as submitted.

**FUNDING:** Fund 21 – Building fund for the Measure G Bond

# CHANGE ORDER

**Distribution:**

- ☐ OUSD
- ☐ SVA Architects
- ☐ Contractor
- ☐ TELACU Construction Management (TCM)
- ☐ Inspector of Record

Project:  
**Orcutt Academy High School Site Safety & Security**  
**Orcutt Union School District**  
500 Dyer Street  
Orcutt, CA 93455

Change Order Number: **1**

Date: **8/3/2020**

To Contractor:  
Quincon, Inc.  
PO Box 1029  
Grover Beach, CA 93483

Contract Date: **5/30/2020**

The Contract Is Changed As Follows:  
**Refer to the attached summary page**

The original Contract Sum was	\$	<b>547,322.00</b>
The net change by previously authorized Change Orders	\$	<b>-</b>
The Contract Sum prior to this Change Order was	\$	<b>547,322.00</b>
The Contract Sum will be Increased by this new Change Order in the amount of	\$	<b>4,041.00</b>
The new Contract Sum including this Change Order will be	\$	<b>551,363.00</b>
The Contract Time will be <del>(increased)</del> <del>(decreased)</del> <b>(unchanged)</b> by -0- days.		
The date of Substantial Completion as of the date of this Change Order therefore is		<b>Unchanged</b>

*Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price Which have been authorized by Construction Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.*

NOT VALID UNTIL SIGNED BY THE OWNER, CONTRACTOR, AND CONSTRUCTION MANAGER.

<b>Owner</b>	<b>Contractor</b>	<b>Construction Mgr.</b>	<b>Architect of Record</b>	<b>Inspector of Record</b>
Orcutt Union School District	Quincon, Inc.	TELACU Construction Management	SVA Architects	Kenco Construction Services, Inc.
500 Dyer Street Orcutt, CA 93455	PO Box 1029 Grover Beach, CA 93483	604 N. Eckhoff St. Orange, CA 92868	6 Hutton Centre Dr. Ste. 115 Santa Ana, CA 92707	1230 Doris Ave. Oxnard, CA 93030

BY (Signature)	BY (Signature)	BY (Signature)	BY (Signature)	BY (Signature)
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DATE	DATE	DATE	DATE	DATE
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**CHANGE ORDER 01- Summary Sheet**

Item #	Title	PCO#	PCO Description	Final Price
1	Carpet Upgrade	2	o District requested – RFI #004 – Bid documents called for basic carpet floor tiles to be installed at the administration office. The District prefers installation of the District Standard carpeting (Tandus Infinity Kaleidoscope). Cost includes an upcharge to provide the District Standard carpeting in lieu of a basic carpet tiles.	\$1,398.00
2	Potential Asbestos & Lead Investigation	3	Unforeseen Condition – Upon removal of the existing flooring and ceiling tiles, the concern of asbestos arose after visual inspection of the existing mastic and adhesive putty materials observed within the administration office. The general contractor, Quincon, Inc., contracted with Insight Environmental (a certified environmental contractor) to investigate the materials causing concern. Cost includes investigation and testing of existing flooring adhesive (mastic), ceiling tile adhesive and paint for hazardous materials.	\$2,643.00
<b>Total Change Order Amount</b>				<b>\$4,041.00</b>



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Board of Trustees  
Holly Edds, Ed.D.

**FROM:** Janet Bertoldi, Interim Assistant Superintendent, Educational Services

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

**BOARD AGENDA ITEM:** Board Policy 5145.3 – Nondiscrimination/Harassment

**BACKGROUND:** Policy updated to reflect law prohibiting discrimination based on medical condition and to reflect new law (AB 34, 2019) which requires the district, starting in the 2020-21 school year, to post its nondiscrimination policies, and specified state and federal laws regarding discrimination, bullying, and harassment, in a prominent location on the district's web site in a manner that is easily accessible to parents/guardians and students.

**RECOMMENDATION:** It is recommended that the Board of Trustees approve the proposed revisions of BP 5145.3.

**FUNDING:** There are no funding implications.

**NONDISCRIMINATION/HARASSMENT**

The Board of Trustees desires to provide a safe school environment that allows all students equal access and opportunities in the district's academic, extracurricular, and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, including discriminatory harassment, intimidation and bullying, targeted at any student by anyone, based on the student's actual or perceived race, color, ancestry, nationality, national origin, **immigration status**, ethnicity, ethnic group identification, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or association with a person or group with one or more of these actual or perceived characteristics.

This policy shall apply to all acts **constituting unlawful discrimination or harassment** related to school activity or to school attendance occurring within a district school, and to acts which occur off campus or outside of school-related or school-sponsored activities but which may have an impact or create a hostile environment at school.

(cf. 0410 - Nondiscrimination in District Programs and Activities)  
(cf. 5131 – Conduct)  
(cf. 5131.2 – Bullying)  
(cf. 5137 - Positive School Climate)  
(cf. 5145.7 - Sexual Harassment)  
(cf. 5145.9 - Hate-Motivated Behavior)  
(cf. 5146 - Married/Pregnant/Parenting Students)  
(cf. 6164.6 - Identification and Education Under Section 504)

Unlawful discrimination, including discriminatory harassment, intimidation, or bullying, may result from physical, verbal, nonverbal, or written conduct based on one of the categories listed above. Unlawful discrimination also ~~includes the creation of a hostile environment through~~ **occurs when** prohibited conduct ~~that~~ is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects the student's educational opportunities.

Unlawful discrimination also includes disparate treatment of students based on one of the categories above with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services.

The Board also prohibits any form of retaliation against any individual who files or ~~otherwise~~ participates in the reporting of unlawful discrimination, files or participates in the filing of a complaint, or investigates or participates in the investigation of a complaint or report alleging unlawful discrimination. Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. **In addition, the Superintendent or designee shall post the**



**NONDISCRIMINATION/HARASSMENT**

district's policies prohibiting discrimination, harassment, intimidation, and bullying and other required information on the district's web site in a manner that is easily accessible to parents/guardians and students, in accordance with law and the accompanying administrative regulation.

The Superintendent or designee shall provide training and/or information on the scope and use of the policy and complaint procedures and take other measures designed to increase the school community's understanding of the requirements of law related to discrimination. The Superintendent or designee shall regularly review the implementation of the district's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the district's educational program. The Superintendent or designee shall report his/her findings and recommendations to the Board after each review.

(cf. 1312.3 - Uniform Complaint Procedures)  
(cf. 1330 - Use of Facilities)  
(cf. 4131 - Staff Development)  
(cf. 4231 - Staff Development)  
(cf. 4331 - Staff Development)  
(cf. 6145 - Extracurricular and Cocurricular Activities)  
(cf. 6145.2 - Athletic Competition)  
(cf. 6164.2 - Guidance/Counseling Services)

Regardless of whether a complainant complies with the writing, timeline, and/or other formal filing requirements, all complaints alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, shall be investigated and prompt action taken to stop the discrimination, prevent recurrence, and address any continuing effect on students.

Students who engage in unlawful discriminatory harassment, intimidation, retaliation, or bullying, in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline, which may include suspension or expulsion for behavior that is severe or pervasive as defined in Education Code 48900.4. Any employee who permits or engages in prohibited discrimination, including discriminatory harassment, intimidation, bullying or retaliation shall be subject to disciplinary action, up to and including dismissal.

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

**Record-Keeping**

The Superintendent or designee shall maintain a record of all reported cases of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, to enable the district to monitor, address, and prevent repetitive prohibited behavior in district schools.

(cf. 3580 - District Records)

Legal Reference:

**NONDISCRIMINATION/HARASSMENT**

**EDUCATION CODE**

200-262.4 Prohibition of discrimination  
48900.3 Suspension or expulsion for act of hate violence  
48900.4 Suspension or expulsion for threats or harassment  
48904 Liability of parent/guardian for willful student misconduct  
48907 Student exercise of free expression  
48950 Freedom of speech  
48985 Translation of notices  
49020-49023 Athletic programs  
49060-49079 Student records  
51500 Prohibited instruction or activity  
51501 Prohibited means of instruction  
60044 Prohibited instructional materials

**CIVIL CODE**

1714.1 Liability of parents/guardians for willful misconduct of minor

**GOVERNMENT CODE**

11135 Nondiscrimination in programs or activities funded by state

**PENAL CODE**

422.55 Definition of hate crime  
422.6 Crimes, harassment

**CODE OF REGULATIONS, TITLE 5**

432 Student record  
4600-4670 Uniform Complaint Procedures  
4900-4965 Nondiscrimination in elementary and secondary education programs

**UNITED STATES CODE, TITLE 20**

1681-1688 Title IX of the Education Amendments of 1972

**UNITED STATES CODE, TITLE 29**

794 Section 504 of Rehabilitation Act of 1973

**UNITED STATES CODE, TITLE 42**

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

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

6101-6107 Age Discrimination Act of 1975

12101-12213 Title II equal opportunity for individuals with disabilities

**CODE OF FEDERAL REGULATIONS, TITLE 28**

35.107 Nondiscrimination on basis of disability; complaints

**CODE OF FEDERAL REGULATIONS, TITLE 34**

99.31 Disclosure of personally identifiable information  
100.3 Prohibition of discrimination on basis of race, color or national origin  
104.7 Designation of responsible employee for Section 504  
104.8 Notice  
106.8 Designation of responsible employee for Title IX  
106.9 Notification of nondiscrimination on basis of sex  
110.25 Prohibition of discrimination based on age

**COURT DECISIONS**

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

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

Management Resources:

**CSBA PUBLICATIONS**

Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, March 2017

**CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS**

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

**FIRST AMENDMENT CENTER PUBLICATIONS**

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

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

Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

**NONDISCRIMINATION/HARASSMENT**

Dear Colleague Letter: Title IX Coordinators, April 2015

Resolution Agreement Between the Arcadia Unified School District, U.S. Department of Education, Office for Civil Rights, and the U.S. Department of Justice, Civil Rights Division, (2013) OCR 09-12-1020, DOJ 169-12C-70

Dear Colleague Letter: Harassment and Bullying, October 2010

Notice of Non-Discrimination, Fact Sheet, August 2010

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS

Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, August 2003

**WEB SITES**

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

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

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

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

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

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

Policy Adopted: ~~08/08/2018~~ **09/9/2020**

**ORCUTT UNION SCHOOL DISTRICT**  
**Orcutt, California**



## EDUCATIONAL SERVICES MEMORANDUM

TO: Board of Trustees  
Holly Edds, Ed.D.

FROM: Janet Bertoldi, Interim Assistant Superintendent, Educational Services

BOARD MEETING DATE: August 12, 2020

BOARD AGENDA ITEM: Board Policy 6020 – Parent Involvement

BACKGROUND: Policy updated to reflect the requirements to work with parents/guardians and family members to jointly develop the district's parent involvement policy and to include strategies for family engagement in the local control and accountability plan (LCAP). For districts that receive federal Title IV funding for family engagement programs, policy adds the requirement to inform parents/guardians and organizations of the existence of the program. Policy also contains material formerly in the Administrative Regulation regarding the inclusion of the Title I local educational agency plan into the LCAP and the distribution of the district and school-level parent involvement policies.

RECOMMENDATION: It is recommended that the Board of Trustees approve the proposed revisions of BP 6020.

FUNDING: There are no funding implications.

## **Instruction**

### **PARENT INVOLVEMENT**

The Board of Trustees recognizes that parents/guardians are their children's first and most influential teachers and that sustained parent/guardian involvement in the education of their children contributes greatly to student achievement and a positive school environment. The Superintendent or designee shall work with ~~staff and~~ parents/guardians **and family members** to **jointly develop and agree upon policy and strategies to** meaningfully involve ~~opportunities at all grade levels for parents/guardians~~ **and family members** to be involved in district and school activities **at all grade levels**; advisory, decision-making, and advocacy roles; and activities to support learning at home.

(cf. 0420 – School Plans/Site Councils)  
(cf. 1220 – Citizen Advisory Committees)  
(cf. 1230 – School-Connected Organizations)  
(cf. 1240 – Volunteer Assistance)  
(cf. 1250 – Visitors/Outsiders)

Parents/guardians shall be notified of their rights to be informed about and to participate in their children's education and of the opportunities available to them to do so.

(cf. 5020 – Parent Rights and Responsibilities)

The district's local control and accountability plan (LCAP) shall include goals and strategies for parent/guardian involvement **and family engagement**, including district efforts to seek parent/guardian input in district and school site decision making and to promote parent/guardian participation in programs for English learners, foster youth, students eligible for free and reduced-price meals, and students with disabilities.  
(Education Code 42238.02, 52060)

(cf. 0460 - Local Control and Accountability Plan)

The Superintendent or designee shall regularly evaluate and report to the Board on the effectiveness of the district's parent/guardian and family engagement efforts, including, but not limited to, input from parents/guardians, family members, and school staff on the adequacy of parent involvement opportunities and on barriers that may inhibit participation.

(cf. 0500 – Accountability)

### **Title I Schools**

~~Each year the Superintendent or designee shall identify specific objectives of the district's parent involvement program for schools that receive Title I funding. He/She shall ensure that parents/guardians are consulted and participate in the planning, design, implementation, and evaluation of the parent involvement program.~~

## **Instruction**

### **PARENT INVOLVEMENT**

~~(Education Code 11503)~~

~~(cf. 6171— Title I Programs)~~

The Superintendent or designee shall involve parents/guardians and family members in establishing district expectations and objectives for meaningful parent/guardian and family engagement in schools supported by Title I funding, developing strategies that describe how the district will carry out each activity listed in 20 USC 6318, as contained in the accompanying administrative regulation, and implementing and evaluating such programs, activities, and procedures. As appropriate, the Superintendent or designee shall conduct outreach to all parents/guardians and family members. (Education Code 11503; 20 USC 6318)

(cf. 6171 - Title I Programs)

Expenditures of such funds shall be consistent with the activities specified in this policy and shall include at least one of the following: (20 USC 6318)

1. Support for schools and nonprofit organizations in providing professional development for district and school staff regarding parent/guardian and family engagement strategies, which may be provided jointly to teachers, principals, other school leaders, specialized instructional support personnel, paraprofessionals, early childhood educators, and parents/guardians and family members
2. Support for programs that reach parents/guardians and family members at home, in the community, and at school
3. Dissemination of information on best practices focused on parent/guardian and family engagement, especially best practices for increasing the engagement of economically disadvantaged parents/guardians and family members
4. Collaboration, **or the provision of subgrants to schools to enable collaboration,** with community-based or other organizations or employers with a record of success in improving and increasing parent/guardian and family engagement
5. Any other activities and strategies that the district determines are appropriate and consistent with this policy

**The district's Board policy and administrative regulation containing parent/guardian and family engagement strategies shall be incorporated into the district's LCAP in accordance with 20 USC 6312. (20 USC 6318)**

The Superintendent or designee shall ensure that each school receiving Title I funds develops a school-level parent/guardian and family engagement policy in accordance with 20 USC 6318.

## **Instruction**

### **PARENT INVOLVEMENT**

District and school-level parent/guardian and family engagement policies and administrative regulations shall be distributed to parents/guardians of students participating in Title I programs and shall be available to the local community. Parents/guardians shall be notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language the parents/guardians can understand. (20 USC 6318)

(cf. 5145.6 - Parental Notifications)

### **Non-Title I Schools**

The Superintendent or designee shall develop and implement strategies applicable to each school that does not receive federal Title I funds to encourage the involvement and support of parents/guardians in the education of their children, including, but not limited to, strategies describing how the district and schools will address the purposes and goals described in Education Code 11502. (Education Code 11504)

#### **Legal Reference:**

##### EDUCATION CODE:

11500 – 11505 Programs to encourage parent involvement  
48985 Notices in languages other than English  
51101 Parent rights and responsibilities  
52060-52077 Local control and accountability plan  
54444.1-54444.2 Parent advisory councils, services to migrant children  
56190-56194 Community advisory committee, special education  
64001 Single plan for student achievement, consolidated application programs

##### LABOR CODE

230.8 Time off to visit child's school

##### CODE OF REGULATIONS, TITLE 5

18275 Child care and development programs, parent involvement and education

##### UNITED STATES CODE, TITLE 20

6311 State plan

6312 Local educational agency plan

6314 Schoolwide programs

6318 Parent and family engagement

6631 Teacher and school leader incentive program, purposes and definitions

7241-7246 Family engagement in education programs

##### CODE OF FEDERAL REGULATIONS, TITLE 28

35.104 Definitions, auxiliary; aids and services

35.160 Communications

#### **Management Resources:**

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Title I School-Level Parental Involvement Policy

Family Engagement Framework: A Tool for California School Districts, 2014

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Parental Involvement: Title I, Part A, Non-Regulatory Guidance, April 23, 2004

##### WEB SITES

**Instruction**

**PARENT INVOLVEMENT**

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

California Department of Education, Family, School, Community Partnerships: <http://www.cde.ca.gov/ls/pf>

California Parent Center: <http://parent.sdsu.edu>

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

National Coalition for Parent Involvement in Education: <http://www.ncpie.org>

National PTA: <http://www.pta.org>

Parent Information and Resource Centers: <http://www.pirc-info.net>

Parents as Teachers National Center: <http://www.parentsasteachers.org>

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

Policy Adopted: ~~01/10/18~~ 09/09/2020

ORCUTT UNION SCHOOL DISTRICT  
Orcutt, California





## EDUCATIONAL SERVICES MEMORANDUM

TO: Board of Trustees  
Holly Edds, Ed.D.

FROM: Janet Bertoldi, Interim Assistant Superintendent, Educational Services

BOARD MEETING DATE: August 12, 2020

BOARD AGENDA ITEM: Board Policy 6115 – Ceremonies and Observances

BACKGROUND: Policy updated to add the board's authority to designate any day as a holiday, in addition to those holidays designated by law, and to revise the date upon which schools close in observance of any holiday except Veterans Day. Policy also adds language stating that the board may adopt a resolution to authorize the display of symbolic flags or banners in support of specific awareness days or months.

RECOMMENDATION: It is recommended that the Board of Trustees approve the proposed revisions of BP 6115.

FUNDING: There are no funding implications.

## CEREMONIES AND OBSERVANCES

The Board of Trustees recognizes the importance of having students join together to **observe holidays**, celebrate events of cultural or historical significance, or to acknowledge the contributions of outstanding individuals **in society**. Besides helping students to appreciate their pluralistic heritage, holidays, ceremonies and observances can enhance their sense of community, instill pride in our country, and contribute to a positive school climate. **On days designated by the Board, staff shall provide students with appropriate commemorative exercises so that they may acquire the knowledge, skills, and principles essential for informed, responsible citizenship in a democratic society.**

~~(cf. 6141.6 – Multicultural Education)~~

(cf. 6111 - School Calendar)

(cf. 6141.2 - Recognition of Religious Beliefs and Customs)

(cf. 6142.94 - History-Social Science Instruction)

(cf. 6142.3 - Civic Education)

(cf. 6142.4 - Service Learning/Community Service Classes)

District schools shall be closed on the holidays specified in Education Code 37220 and on any other day designated as a holiday by the Board. The Board may, by adoption of a resolution, revise the date upon which schools close in observance of any holiday except Veterans Day, which shall be celebrated on its actual date. (Education Code 37220)

In addition, the Board may, through the adoption of a resolution, authorize the display of symbolic flags or banners in support of specific awareness months.

(cf. 6144 - Controversial Issues)

Legal Reference:

### EDUCATION CODE

37220-37222 ~~2.20 Saturdays and Holidays~~ **and commemorative events**

44015.1 Week of the school administrator

45203 Paid holidays

45460 Classified employee week

52720-~~52730 Daily performance of Patriotic exercises in public schools~~ **and instruction**

### GOVERNMENT CODE

430-439 Display of flags

3540-3549.3 Meeting and negotiating

### UNITED STATES CODE, TITLE 4

6 Time and occasion for display of flag

7 Position and manner of display of flag

### UNITED STATES CODE, TITLE 36

106 Constitution Day and Citizenship Day

106 Note Educational program on the U.S. Constitution

**CEREMONIES AND OBSERVANCES**

COURT DECISIONS

Newdow v. Rio Linda Union School District, 597 F.3d 1007, 1012 (9th Cir. 2010)

West Virginia State Board of Education et al v. Barnette et al, 319 U.S. 624 (1943)

Management Resources:

WEB SITES

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

California Department of Education, History/Social Science Instructional Materials:

<http://www.cde.ca.gov/ci/hs/im>

Policy Adopted: ~~12/13/06~~ 09/9/2020

ORCUTT UNION SCHOOL DISTRICT  
Orcutt, California



## **Human Resources**

500 Dyer Street • Orcutt, California, 93455 • 805.938.8914

TO: Board of Trustees  
Dr. Holly Edds, Superintendent

FROM: Susan Salucci, Assistant Superintendent/Human Resources

BOARD MEETING DATE: August 12, 2020

BOARD AGENDA ITEM: Accept 2020/2021 Initial Collective Bargaining Proposal from California School Employees Association and it's Orcutt Chapter #255

BACKGROUND: California School Employees Association has presented the Board with their initial proposal for negotiations for the 2020/2021 school year. The Association wishes to negotiate the following contract articles:

**ARTICLE 1: Designation of Parties and Term:** change the Term of the Agreement.

**ARTICLE 2: Recognition:** Eliminate language regarding Noon Duty Supervisors.

**ARTICLE 3: Check Off and Organizational Security:** No Change Proposed.

**ARTICLE 4: Organizational Rights:** No Change Proposed.

**ARTICLE 5: Procedure for Consultation:** Propose elimination of language.

**ARTICLE 6: Grievance Procedure:** Maintain current language.

**ARTICLE 7: Safety:** Maintain current language.

**ARTICLE 8: Evaluations:** Reduce the probationary period to 6 months per the change in law. This will require changes to Sections 8.1.8.

**ARTICLE 9: Involuntary Transfers, Temporary Assignments, and Applications for Job Openings:** Reduce the probationary period to 6 months per the change in law. This will require changes to Sections 9.6.

**ARTICLE 10: Vacation:** Maintain current language.

**ARTICLE 11: Holiday:** Maintain current language.

**ARTICLE 12: Leaves:** Maintain current language.

**ARTICLE 13: Hours and Overtime:** Propose elimination of section 13.4. Negotiate a higher level of responsibility stipend.

- ARTICLE 14:**        **Employee Expenses:** Address employee expenses when required to work from home.
- ARTICLE 15:**        **Compensation:** Negotiate a fair and equitable enhancement to the Salary Schedule and the District's contribution to the Health & Welfare Premiums, Savings and Longevity.
- ARTICLE 16:**        **Layoff and Reemployment:** Maintain current language.
- ARTICLE 17:**        **Management Rights:** Maintain current language.
- ARTICLE 18:**        **Concerted Activities:** Maintain current language.
- ARTICLE 19:**        **Severability:** Maintain current language.
- ARTICLE 20:**        **Completion of Meet and Negotiate:** Modify dates.
- ARTICLE 21:**        **Noon Duty Supervisors:** Eliminate Article.
- ARTICLE 22:**        **Disciplinary Action:** Maintain current language.
- ARTICLE 23:**        **Professional Growth:** Maintain current language.
- APPENDIX A:**       **Recognition Agreement:** Verify and update list of recognized positions.
- APPENDIX B:**       **Salary Schedule:** Modify to reflect negotiated changes.
- APPENDIX C:**       **Assignment of Bus Routes:** Maintain current language.
- APPENDIX D:**       **Classified Retirement Incentive Program:** Maintain current language.
- APPENDIX E:**       **MOU for Bus Drivers:** Eliminate Article.
- APPENDIX F:**       **MOU Health Plan Change:** Maintain current language.
- NEW ARTICLE:**     **School Closure and Reopening:** Propose the development of language to address how to cope with natural and unnatural disasters and that lead to the closure and reopening of schools following these episodic events.

**FINANCIAL CONSIDERATIONS:** The financial impact will be determined by the final agreement reached between the District and California School Employees Association

**RECOMMENDATION:** It is recommended that the Board of Trustees accept the initial proposal for negotiations for the 2020/2021 school year from California School Employees Association.

**ATTACHMENT:** Initial Proposal

**CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION  
AND IT'S  
ORCUTT CHAPTER #255  
INITIAL SUCCESSOR PROPOSAL  
TO  
ORCUTT UNION SCHOOL DISTRICT  
FOR THE  
2020/2023 SUCCESSOR AGREEMENT**

- ARTICLE 1:**       **Designation of Parties and Term:** change the Term of the Agreement.
- ARTICLE 2:**       **Recognition:** Eliminate language regarding Noon Duty Supervisors.
- ARTICLE 3:**       **Check Off and Organizational Security:** No Change Proposed.
- ARTICLE 4:**       **Organizational Rights:** No Change Proposed.
- ARTICLE 5:**       **Procedure for Consultation:** Propose elimination of language.
- ARTICLE 6:**       **Grievance Procedure:** Maintain current language.
- ARTICLE 7:**       **Safety:** Maintain current language.
- ARTICLE 8:**       **Evaluations:** Reduce the probationary period to 6 months per the change in law. This will require changes to Sections 8.1.8.
- ARTICLE 9:**       **Involuntary Transfers, Temporary Assignments, and Applications for Job Openings:** Reduce the probationary period to 6 months per the change in law. This will require changes to Sections 9.6.
- ARTICLE 10:**       **Vacation:** Maintain current language.
- ARTICLE 11:**       **Holiday:** Maintain current language.
- ARTICLE 12:**       **Leaves:** Maintain current language.
- ARTICLE 13:**       **Hours and Overtime:** Propose elimination of section 13.4. Negotiate a higher level of responsibility stipend.
- ARTICLE 14:**       **Employee Expenses:** Address employee expenses when required to work from home.
- ARTICLE 15:**       **Compensation:** Negotiate a fair and equitable enhancement to

the Salary Schedule and the District's contribution to the Health & Welfare Premiums, Savings and Longevity.

- ARTICLE 16:**       **Layoff and Reemployment:** Maintain current language.
- ARTICLE 17:**       **Management Rights:** Maintain current language.
- ARTICLE 18:**       **Concerted Activities:** Maintain current language.
- ARTICLE 19:**       **Severability:** Maintain current language.
- ARTICLE 20:**       **Completion of Meet and Negotiate:** Modify dates.
- ARTICLE 21:**       **Noon Duty Supervisors:** Eliminate Article.
- ARTICLE 22:**       **Disciplinary Action:** Maintain current language.
- ARTICLE 23:**       **Professional Growth:** Maintain current language.
- APPENDIX A:**       **Recognition Agreement:** Verify and update list of recognized positions.
- APPENDIX B:**       **Salary Schedule:** Modify to reflect negotiated changes.
- APPENDIX C:**       **Assignment of Bus Routes:** Maintain current language.
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# ORCUTT Union School District

## HUMAN RESOURCES MEMORANDUM

TO: Dr. Holly Edds  
District Superintendent

FROM: Susan Salucci  
Assistant Superintendent of Human Resources

DATE: August 12, 2020

RE: Waiver of Credential Authorization

BACKGROUND: Current statues and regulations recognize that there may be situations in which a teacher with the appropriate credential is not available to a school district. Several alternatives for assignment are available in the Education Code.

Title 5 Code Section 80020.4 used in Resolution No. 2 pertains to the holder of a credential based on a Bachelor's Degree and student teaching; or a credential in the subject area of staff development to provide support / perform, with his or her consent, staff development at a school site, school district or at the county level.

RECOMMENDATION: It is recommended that the Board of Trustees approve Resolution No. 2, Waiver of Credential Authorization for the five Teachers on Special Assignment (TOSA) who provide support / staff development at school sites and within the district.

FUNDING: N/A



**ORCUTT UNION SCHOOL DISTRICT**  
**Orcutt, California 93455**

**2020-21 RESOLUTION NO.2**  
**WAIVER OF CREDENTIAL AUTHORIZATION**

**WHEREAS**, current statutes and regulations recognize that there may be situations of a temporary nature in which a teacher with the appropriate credential is not available to the school district; and

**WHEREAS**, Title 5 Code Section 80020.4 allows the Governing Board to authorize by resolution, the holder of a Credential based on a Bachelors Degree and Student Teaching; or credential in the subject area of staff development to provide support/perform, with his or her consent, staff development at a school site, school district or county level; and

**WHEREAS**, the teachers named below meet the requirements of Title 5 Code Section 80020.4.

**NOW, THEREFORE BE IT RESOLVED**, that the Governing Board of the Orcutt Union School District hereby authorizes the following teachers to teach in the indicated subject areas for the 2019-20 school year:

Karen Cornwell	Teacher on Special Assignment
Colleen Kuykendall	Teacher on Special Assignment
Cathy Lake	Teacher on Special Assignment
Cher Manich	Teacher on Special Assignment
Heather Penk	Teacher on Special Assignment

**PASSED AND ADOPTED** by the Board of Trustees of the Orcutt Union School District, Santa Barbara County, California, this 12th day of August 2020 by the following vote:

AYES:\_\_\_\_\_

NOES:\_\_\_\_\_

ABSENT:\_\_\_\_\_

STATE OF CALIFORNIA  
COUNTY OF SANTA BARBARA

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*President, Board of Trustees*

**2019-20 RESOLUTION NO.3**  
**WAIVER OF CREDENTIAL AUTHORIZATION**  
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I, Melanie Waffle, Clerk of the Board of Trustees of the ORCUTT UNION SCHOOL DISTRICT, hereby certify that the foregoing is a true copy of a resolution duly and legally adopted as a consent action item by the District's Governing Board at a legal meeting of said Board duly and regularly held on August 12, 2020 and that said resolution has not been revoked.

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*Clerk, Board of Trustees*