

ORCUTT UNION SCHOOL DISTRICT  
Regular Meeting of the Board of Trustees  
Wednesday, February 14, 2018  
Closed Session – 6:45 P.M.  
Public Session – 7:15 P.M.  
District Office Board Room  
500 Dyer Street, Orcutt, CA 93455

**CALL TO ORDER** 6:45 P.M.

A. Pledge of Allegiance

**CLOSED SESSION PUBLIC COMMENTS**

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

**ADJOURN TO CLOSED SESSION**

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

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

**RECONVENE TO PUBLIC SESSION** 7:15 P.M.

B. Public Report on Action Taken in Closed Session

C. Adoption of February 14, 2018 Agenda

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

**PUBLIC COMMENT ANNOUNCEMENT**

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

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

D. Superintendent's Report

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

1. Pine Grove presentation by Ron Maderas (The Santa Barbara Maritime Museum)
2. OCAF
3. STEAM visit/Fallbrook

E. Public Comment

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

G. Written Communication

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

**CONSENT AGENDA ITEMS**

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

- A. Classified Personnel Action Report
- B. Certificated Personnel Action Report
- C. Approval of Warrants
- D. Minutes Regular Meeting, January 10, 2018
- E. Hiring of Additional Coaches for 2017-18 School Year
- F. Board Policy 5131.6, Alcohol and Other Drugs, for the second reading
- G. Board Policy 5146, Married/Pregnant/Parenting Students, for the second reading
- H. Board Policy 6020, Parent Involvement, for the second reading
- I. Board Policy 6142.93, Science Instruction, for the second reading
- J. Board Policy 6145, Extracurricular and Cocurricular Activities, for the second reading
- K. Board Policy 6145.2, Athletic Competition, for the second reading
- L. Board Policy 6161.1, Selection and Evaluation of Instructional Materials, for the second reading
- M. Board Policy 6173.2, Education of Children of Military Families, for the second reading
- N. Board Policy 6174, Education for English Language Learners, for the second reading

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

Moved \_\_\_\_\_

Second \_\_\_\_\_

Vote \_\_\_\_\_

**ITEMS SCHEDULED FOR ACTION**

A. GENERAL

1. Acceptance of Gifts

Olga Reed Elementary Library received a copy of "The Purple Marble" book from Amanda Whitesides. Olga Reed also received a \$500 cash donation from the Santa Ynez Valley Foundation to be used towards the cost of the PCPA tickets for "The Purple Marble." Pine Grove received a \$500 cash donation from Innovative Produce for water filling station(s) at Pine Grove and various school sites. Alice Shaw received a \$300 cash donation from Care for Our Earth Funds/SBCEO, for a hydration station at Alice Shaw.

It is recommended that the Board of Trustees accept this donation and request that a letter of acceptance and appreciation be forwarded to Amanda Whitesides, Innovative Produce and Care for Our Earth Funds/SBCEO and Santa Ynez Valley Foundation.

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

B. BUSINESS SERVICES

1. District Request for Allowance of Attendance Due to Emergency Conditions, Resolution #10

It is recommended that the Board of Trustees approve Resolution #10, Request for Allowance of Attendance Due to Emergency Conditions, as submitted.

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

2. Early Learning Center (ELC) Request for Allowance of Attendance Due to Emergency Conditions, Resolution #11

It is recommended that the Board of Trustees approve Resolution #11, Request for Allowance of Attendance Due to Emergency Conditions, as submitted.

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

3. Approval of Youth Leagues Facility Use Agreements

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

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

4. Approval of Indoor Environmental Services (IES) Agreement (Prop 39)

It is recommended that the Board of Trustees approve the Indoor Environmental Services (IES) for Prop 39 Agreement, as submitted.

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

C. EDUCATIONAL SERVICES

1. Uniform Complaint Procedures (UCP)

It is recommended that the Board of Trustees adopt the Uniform Complaint Procedures (UCP) as submitted.

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

2. Board Policy 1312.3, Uniform Complaint Procedures

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

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

3. Williams Complaint Procedures

It is recommended that the Board of Trustees adopt the Williams Complaint Procedures as submitted.

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

4. Board Policy 5113.1, Chronic Absence and Truancy

It is recommended that the Board of Trustees adopt Board Policy 5113.1, Chronic Absence and Truancy, for first reading and that it is placed on the next Consent Agenda for second reading.

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

5. Board Policy 5117, Interdistrict Attendance

It is recommended that the Board of Trustees adopt Board Policy 5117, Interdistrict Attendance for first reading and that it is placed on the next Consent Agenda for second reading.

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

6. Board Policy 5144.1, Suspension and Expulsion/Due Process

It is recommended that the Board of Trustees adopt Board Policy 5144.1, Suspension and Expulsion/Due Process for first reading and that it is placed on the next Consent Agenda for second reading.

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

7. Board Policy 5144, Discipline

It is recommended that the Board of Trustees adopt Board Policy 5144, Discipline for first reading and that it is placed on the next Consent Agenda for second reading.

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

8. Board Policy 6146.1, High School Graduation Requirements

It is recommended that the Board of Trustees adopt Board Policy 6146.1, High School Graduation Requirements, for first reading and that it is placed on the next Consent Agenda for second reading.

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

9. Board Policy 6153, School-Sponsored Trips

It is recommended that the Board of Trustees adopt Board Policy 6153, School-Sponsored Trips, for first reading and that it is placed on the next Consent Agenda for second reading.

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

10. Board Policy 6170.1 Transitional Kindergarten

It is recommended that the Board of Trustees adopt Board Policy 6170.1, Transitional Kindergarten, for first reading and that it is placed on the next Consent Agenda for second reading.

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

11. Safe Schools Plan for Olga Reed School

It is recommended that the Board of Trustees approve the Safe Schools Plan Olga Reed School as submitted. The plan is available for review at the District Office, 500 Dyer Street, Orcutt, CA M-F 7:30 am – 4:30 pm.

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

12. English Learner Master Plan

It is recommended that the Board of Trustees approve the revisions to the English Learner Master Plan as

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

13. Approval of Music in the Park Band Trip, Grades 7-12

It is recommended that the Board of Trustees approve of the Music in the Park Band Trip for grades 7-12. The trip will take place April 20-22, 2018, in Anaheim. Moved \_\_\_\_\_

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

D. HUMAN RESOURCES

1. Brandman University Supervised Internship Agreement

It is recommended that the Board of Trustees approve the Brandman University Supervised Internship Agreement for the Education Administration Programs with the Orcutt Union School District, as submitted.

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

2. Approval of Assistant Superintendent, Educational Services Agreement

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

Moved \_\_\_\_\_

Second \_\_\_\_\_

Vote \_\_\_\_\_

**ITEMS SCHEDULED FOR INFORMATION/DISCUSSION**

1. Items from the Board

**GENERAL ANNOUNCEMENTS**

Unless otherwise noticed, the next regular board meeting is scheduled for Wednesday, March 14, 2018, beginning with Closed Session beginning at 6:45 p.m., Public Session at 7:15 p.m. in the District Office Board Room, 500 Dyer Street, Orcutt, CA.

**ADJOURN**

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

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

February 14, 2018



TO: Deborah Blow, Ed.D.

SUBMITTED BY: Susan Salucci, Assistant Superintendent/Human Resources

SUBJECT: Recommendations for Board Approval

Name	Site/Dept.	Classification	Step/ Range	Hours	Rate of Pay	Effective	Action/Information
Aguilera, Blanca	Nightingale	Instructional Asst. II	12/2	3.5	\$15.25 per hour	1/16/2018	Rescind resignation/voluntary reduction in hours
Badenell, Lisa	Transportation	Bus Attendant	11/6	24.18 per week	\$18.09 per hour	2/1/2018	Change in hours
Bressem, Mark	Transportation	Bus Driver, Substitute	18		\$16.85 per hour	2/2/2018	Substitute
Bunting, Paul	Transportation	Bus Driver	18/5	26.33 per week	\$20.48 per hour	2/1/2018	Change in hours
Chacon, Erica	Transportation	Bus Attendant	11/1	23.75 per week	\$14.17 per hour	2/1/2018	Change in hours
Galloway, Melissa	Nutrition	Child Nutrition Worker, Sub				01/31/2018	Resignation
Garnica, Raymond	Orcutt Jr. High	Custodian, Night	17/1	8	\$2,860 per month	1/16/2018	Permanent/Probationary
Holford, Blanca	Alice Shaw	Instructional Assistant I	11	3.5	\$100.00 per month	1/1/2018	Professional growth (2) increments @ \$50.00 each
Lacourse, Tami	Transportation	Bus Driver	18/6	36 per week	\$21.50 per hour	1/11/2018	Change in hours
Landron, Mary	Transportation	Bus Driver	18/3	21.75 per week	\$18.57 per hour	2/1/2018	Change in hours
Maxwell, Andrea	Orcutt Jr. High	Noon Duty Supervisor, Sub	6		\$11.81 per hour	12/6/2017	Substitute
McGeary, Rebecca	Transportation	Bus Driver	18/6	29.15 per week	\$21.50 per hour	2/1/2018	Change in hours
McMann, Kellie	Transportation	Bus Driver	18/6	25.5 per week	\$21.50 per hour	2/1/2018	Change in hours
Norling, Neva	Transportation	Bus Driver	18/6	29 per week	\$21.50 per hour	2/1/2018	Change in hours
Parker, Jolene	Dunlap	Instructional Assistant I	11/6	3.5	\$18.09 per hour	1/9/18 – 2/28/2018	Unpaid leave of absence
Pischke, Danielle	Pine Grove Campus Connection	Child Care Assistant	6	3.75	\$50.00 per month	1/1/2018	Professional Growth (1) increment
Samaniego, Christina	IMC	Educational Services Support Clerk	18/5	8	\$50.00 per month	01/01/2018	Professional Growth (1) increment (total of 3)

February 14, 2018



TO: Deborah Blow, Ed.D.

SUBMITTED BY: Susan Salucci, Assistant Superintendent/Human Resources

SUBJECT: Recommendations for Board Approval

Name	Site/Dept.	Classification	Step/ Range	Hours	Rate of Pay	Effective	Action/Information
Sandstrom, Leilani	Transportation	Bus Driver	18/4	24.6 per week	\$19.51 per hour	2/1/2018	Change in hours
Schiff, Becky	Lakeview	Noon Duty Supervisor	6		\$12.53 per hour	1/10/2018	Resignation
Steels, Barbera	Alice Shaw Campus Connection	Child Care Assistant	6/2	18.75 per week	\$13.16 per hour	1/29/2018	Permanent/Probationary
Steels, Barbera	Alice Shaw Campus Connection	Child Care Assistant	6/2		\$1,000.00 per year	2/1/2018	Educational stipend – Bachelor's (prorated)
Stoskopf, Marcia	Nutrition	Child Nutrition Worker/Transport Worker	7/6 11/6	3.5 1.5	\$16.39 & \$18.09 per hour	3/2/2018	Retirement
Wasylychyn, Stephanie	Nightingale	Instructional Asst. II	12/4	6.0	\$16.81 per hour	1/16/2018	Increase in hours



# ORCUTT UNION SCHOOL DISTRICT

## Certificated Personnel Action Report

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

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

**DATE:** Board Meeting of February 14, 2018

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

<i>NAME</i>	<i>SCHOOL</i>	<i>CLASS/ STEP</i>	<i>SALARY</i>	<i>EFFECTIVE DATE</i>	<i>ACTION INFORMATION</i>
Alnas, Rachel	Orcutt	Hourly	\$25	6/13/18	Released, Short Term Staff
Alvarado, Guadalupe	Olga Reed	Hourly	\$25	6/13/18	Released, Short Term Staff
Barker, Susan	District	Hourly	\$25	12/5/17-1/9/18	CELDT Proctor, 3.25 hrs
Benedict, Patricia	District	Hourly	\$25	12/1-12/13/17	Dibels, 45.25 hrs
Birdsall, Swapna	Olga Reed	Hourly Daily	\$25 \$140	6/13/18	Released, Short Term Staff Released, Long Term Sub Assign
Blanchard, Kimberly	Nightingale	Hourly	\$25	6/13/18	Released, Short Term Staff
Brannon, Erica	Dunlap	IV-2	\$52,310	2017-18	Prob 2
Brickey, Patrick	Lakeview	Extra Duty	\$40/hr	12/8/17 12/4-12/12/17	Saturday School, 3 hrs After School Computer Lab, 3 hrs
Brown, Matthew	Nightingale	I-1	\$44,855*	2017-18	Prob 1
Buchanan, Sally	Patterson District	Hourly	\$25	6/13/18 12/6-12/13/17	Released, Short Term Staff Dibels, 12 hrs
Buchanan, Sarah	Pine Grove District	Hourly	\$25	6/13/18 12/13/17	Released, Short Term Staff Dibels, 5 hrs
Byrne, Jennifer	Dunlap	Hourly	\$25	6/13/18	Released, Short Term Staff
Callaghan, Christy	Patterson	Extra Duty	\$40/hr	9/18-12/14/17	TOSA Support, 99 hrs

\*To be prorated

<i>NAME</i>	<i>SCHOOL</i>	<i>CLASS/STEP</i>	<i>SALARY</i>	<i>EFFECTIVE DATE</i>	<i>ACTION INFORMATION</i>
Callis, Wendy	Patterson District	Daily Hourly	\$140 \$25	6/13/18 12/8-12/14/17	Released, Long Term Sub Assign Dibels, 10.25 hrs
Camacho, Diane	Nightingale District	Hourly	\$25	6/13/18 12/1-12/14/17	Released, Short Term Staff Home & Hospital, 10 hrs
Canby, Erin	Shaw District	Hourly	\$25	6/13/18 12/6-12/14/17	Released, Short Term Staff Dibels, 10 hrs
Cantrell, Andrea	Dunlap District	Hourly	\$25	6/13/18 12/1-12/15/17 12/6-12/12/17	Released, Short Term Staff Intervention, 58 hrs Dibels, 8 hrs
Castillo, Regina	Orcutt	Hourly	\$25	6/13/18	Released, Short Term Staff
Cordero, Linda	District	Daily	\$300	12/7-12/13/17	Admin Support, 2 days
Coughlin, Sarah	Nightingale	I-3	\$47,061	6/13/18	Resignation
Cremeans, Emily	Patterson	VI-7	\$67,696	6/13/18	Released, Temporary Assignment
Cutler, Elizabeth	Lakeview	VI-6 Extra Duty	\$65,491* \$350 \$40/hr	6/13/18 11/8-12/14/17 12/6-12/13/17	Released, Temporary Assignment JHS Sport Supervisor, 6 games Intervention, 1 hr
Dacus, Cody	Nightingale District	Hourly	\$25	6/13/18 12/1-12/14/17	Released, Short Term Staff Dibels, 16.5 hrs
DeLauer, Danielle	Orcutt	Extra Duty	\$40/hr	12/5-12/14/17 12/5/17	After School Computer, 4 hrs Detention, 1 hr
Elkin, Miranda	Shaw	V-2	\$54,786	6/13/18	Released, Temporary Assignment
Fanshier, Rebecca	Pine Grove	Hourly	\$25	6/13/18	Released, Short Term Staff
Feliz, Jessica	Patterson	III-1	\$48,325*	6/13/18	Released, Temporary Assignment
Fenske, Christina	Olga Reed	Hourly	\$25	6/13/18	Released, Short Term Staff
Ferrari, Ted	Orcutt	VI-7 Extra Duty	\$67,696* \$40/hr	6/13/18 12/8-12/12/17	Released, Temporary Assignment Worked Prep, 7 hrs
Fife, Susan	District	Hourly	\$25	12/1-12/7/17	Dibels, 17 hrs
Freeland, Susan	Nightingale District	Hourly	\$25	6/13/18 12/6-12/14/17	Released, Short Term Staff Dibels, 17 hrs
Freitas, Jennifer	District	Hourly	\$25	12/4-12/13/17	Dibels, 35.25 hrs
Ginter, Emily	Shaw	Stipend	\$991	2017-18	Track Coach
Golden, Cassandra	District	Hourly	\$25	12/1-12/14/17	Dibels, 50.75 hrs

\*To be prorated

<i>NAME</i>	<i>SCHOOL</i>	<i>CLASS/STEP</i>	<i>SALARY</i>	<i>EFFECTIVE DATE</i>	<i>ACTION INFORMATION</i>
Holladay, Brittany	Dunlap District	Hourly	\$25	6/13/18 12/6-12/12/17	Released, Short Term Staff Dibels, 8 hrs
Hopkins, Tiffany	Shaw	Hourly	\$25	6/13/18	Released, Short Term Staff
Hotchkiss, Molly	Patterson	V-20	\$88,847	6/13/18	Request to Participate in Early Retirement Program
Hughes, Michelle	Shaw	Hourly	\$25	6/13/18	Released, Short Term Staff
Jackson, Nicole	Shaw	IV-4	\$55,876*	6/13/18	Released, Temporary Assignment
Jones, Kari	Patterson	Hourly	\$25	12/6/17 1/8/18	ELD, 1.5 hrs AHC Orientation, Long Term Sub, 1 hrs
Kantorowski, Jennifer	Olga Reed	Hourly	\$25	6/13/18	Released, Short Term Staff
Kozel, Aaron	Dunlap	III-1	\$48,325	6/13/18	Released, Temporary Assignment
Lara, Nichol	Pine Grove	Hourly	\$25	6/13/18	Released, Short Term Staff
Leyden, Candance	Patterson	Hourly	\$25	6/13/18	Released, Short Term Staff
Macdonald, Christa	Shaw	V-2	\$54,786	2017-18	Prob 2
Maloney, Cynthia	Pine Grove	VI-20	\$94,481	6/13/18	Request to Participate in Early Retirement Program
Manfredi, Patricia	Lakeview	Extra Duty	\$40/hr \$50/ea	12/5-12/13/17 12/4-12/16/17	Academic Intervention, 4 hrs JHS Sports Supervisor, 2 games
McDevitt, Teresa	Nightingale	V-2	\$54,786	6/13/18	Resignation
McGarity, Susan	Pine Grove/ Olga Reed	Extra Duty	\$40/hr	12/3-12/14/17	Before/After School Band and Parade, 14.5 hrs
Millan, Laurie	Shaw District	Hourly	\$25	6/13/18 12/6-12/14/17	Released, Short Term Staff Dibels
Moreno, Saul	Olga Reed	IV-2	\$52,310	6/13/18	Released, Temporary Assignment
Murch, Tamara	Patterson	Hourly	\$25	6/13/18	Released, Short Tem Staff
Oliver, Michelle	District	Hourly	\$25	12/5-12/8/17	Dibels, 17 hrs
Parsley, Meghan	Shaw	Hourly	\$25	6/13/18	Released, Short Term Staff
Prachar, Matthew	Shaw / Dunlap	Extra Duty	\$40/hr	10/9-12/15/17	Before and After School Band, 34 hrs
Pugh, Caline	Shaw	IV-1	\$50,614	6/13/18	Released, Temporary Assignment
Rianda, Terry	District	Extra Duty	\$40/hr	12/1-12/15/17	Home and Hospital, 14 hrs
Salvesen, Kris	Pine Grove	Hourly	\$25	6/13/18	Released, Short Term Staff

\*To be prorated

<i>NAME</i>	<i>SCHOOL</i>	<i>CLASS/STEP</i>	<i>SALARY</i>	<i>EFFECTIVE DATE</i>	<i>ACTION INFORMATION</i>
Scarry, Jill	District	Extra Duty	\$40/hr	11/29-12/14/17	Home and Hospital, 7.25 hrs
Severance, Robert	Shaw District	Hourly	\$25	6/13/18 12/5-12/15/17	Released, Short Term Staff Dibels, 19 hrs
Sharp, Augusta	Charter HS/ Orcutt JH	Daily	\$282.76	6/7-6/13/18	Extra Days, 5
Silva, Kimberly	Shaw	Daily	\$140	6/13/18	Released, Long Term Sub Assign
Slovek, Julie	Pine Grove	VI-5	\$63,363	6/13/18	Released, Temporary Assignment
Smith, April	Lakeview	Hourly	\$25 \$50/ea	6/13/18 12/4/17	Released, Short Term Staff JHS Sports Supervisor, 1 game
Smith, Catherine	Patterson	V-20	\$88,847	6/13/18	Requests to participate in Early Retirement Program
Stapp, Haylee	Nightingale	I-2	\$45,536	2017-18	Prob 1
Sullivan, Katherine	Dunlap	V-3	\$56,625*	2017-18	Prob 1
Taubenheim, Michael	District	Extra Duty	\$40/hr	11/28-12/14/17	Home and Hospital, 9 hrs
Tummolo, Launi	Lakeview	Extra Duty	\$40/hr	12/6-12/13/17	After School Computer Lab, 2 hrs
VanAllen, William	Lakeview	Extra Duty	\$410 \$40/hr	11/6-12/14/17 12/5-12/14/17	JHS Sports Supervisor, 7 games Detention, 4 hrs
Villasenor, Jessica	Olga Reed	I-1	\$44,855	6/13/18	Released, Temporary Assignment
Voorhees, Jacquelyn	Shaw	IV-2	\$52,310	6/13/18	Released, Temporary Assignment
Whitted, Dana	District	Hourly	\$25	6/13/18 12/6-12/8/17	Released, Short Term Staff Dibels, 9.5 hrs
Winkelpleck, Dustin	Nightingale	III-1	\$48,325	6/13/18	Released, Temporary Assignment
Winkelpleck, Lyn	Orcutt	Extra Duty	\$40/hr	12/7-12/14/17	Detention, 3 hrs
Woodruff, Jenna	Nightingale District	Hourly	\$25	6/13/18 12/6-12/14/17	Released, Short Term Staff Dibels, 26.5 hrs
Yamaichi, Anna	Olga Reed	Hourly	\$25	6/13/18	Released, Short Term Staff
Zamudio, Kelli	Orcutt	Extra Duty	\$410	10/26-12/4/17	JHS Sports Supervisor, 7 games

\*To be prorated

## Warrants

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

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

**ORCUTT UNION SCHOOL DISTRICT  
BOARD OF TRUSTEES  
January 10, 2018**

**CALL TO ORDER**

A regular meeting of the Board of Trustees of the Orcutt Union School District was held on Wednesday, January 10, 2018, beginning with Mr. Peterson calling Public Session to order at 6:45 p.m. The Pledge of Allegiance was led by Holly Edds. Members Present: Buchanan, Peterson, Walter Con. It was moved by Bob Hatch seconded by Lisa Morinini and carried to adjourn to Closed Session at 6:45 p.m. Ayes: Buchanan, Peterson, Hatch, and Morinini.

**RECONVENE TO PUBLIC SESSION**

The meeting reconvened to Public Session at 7:13 p.m. and Mr. Peterson reported that no action was taken in Closed Session. It was moved by Rob Buchanan, seconded by Bob Hatch and carried to adopt the January 10, 2018, agenda as presented. Ayes: Buchanan, Peterson, Hatch, and Morinini.

**SUPERINTENDENT'S REPORT**

Julie Kozel introduced a group of her 4<sup>th</sup> and 5<sup>th</sup> grade students and their teacher Ms. Saleen at Patterson Road. The students created a presentation on Native Americans using their tools from the iPad Academy. Dr. Blow gave a brief update on OCAF and the continued planning for the 2018 Gala "Wish Upon a Star" on February 24, 2018. Dr. Blow presented the board with updates to the 2017-18 Strategic Plans.

**PUBLIC COMMENT**

OEA President Monique submitted a public comment regarding her concern for teacher's workload. Valerie Trenev commented on lack of student services. Mr. Cindy Bratt commented on her concern regarding the incident with her 4<sup>th</sup> grade daughter at Patterson Road.

**CONSENT AGENDA ITEMS**

- A. Classified Personnel Action Report
- B. Certificated Personnel Action Report
- C. Hiring of Coaches for 2017-2018
- C. Approval of Warrants
- D. Minutes, Regular Meeting November 8, 2017
- E. Quarterly Report on Williams/Valenzuela Uniform Complaints – October through December

It was moved by Bob Hatch, seconded by Lisa Morinini and carried to approve Consent Agenda Items A through E, as submitted. Ayes: Buchanan, Peterson, Hatch, and Morinini.

**ACTION AGENDA ITEMS**

**2016/17 Audit Report**

It was moved by Rob Buchanan, seconded by Bob Hatch, and carried to approve the 2016/17 Audit Report as submitted. Ayes: Buchanan, Peterson, Hatch, and Morinini.

**(SIPE) Self Insurance Program JPA Resolution #9**

It was moved by Bob Hatch, seconded by Lisa Morinini, and carried to approve (SIPE) Self Insurance Program JPA Resolution #9 as submitted. Ayes: Buchanan, Peterson, Hatch, and Morinini.

**Board Policy 5146, Married/Pregnant/Parenting Students**

It was moved by Rob Buchanan, seconded by Bob Hatch and carried to approve Board Policy 5146, Married/Pregnant/Parenting Students for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Buchanan, Hatch, Peterson and Morinini.

**Board Policy 6174, Education for English Language Learners**

It was moved by Bob Hatch, seconded by Lisa Morinini and carried to approve Board Policy 6174, Education for English Language Learners for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Buchanan, Hatch, Peterson and Morinini.

Board Policy 6145.2, Athletic Competition

It was moved by Lisa Morinini, seconded by Bob Hatch and carried to approve Board Policy 6145.2, Athletic Competition for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Buchanan, Hatch, Peterson and Morinini.

Board Policy 6161.1, Selection and Evaluation of Instructional Materials

It was moved by Bob Hatch, seconded by Lisa Morinini and carried to approve Board Policy 6161.1, Selection and Evaluation of Instructional Materials for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Buchanan, Hatch, Peterson and Morinini.

Board Policy 6020, Parent Involvement

It was moved by Lisa Morinini, seconded by Rob Buchanan and carried to approve Board Policy 6020, Parent Involvement for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Buchanan, Hatch, Peterson and Morinini.

Board Policy 5131.6, Alcohol and Other Drugs

It was moved by Rob Buchanan, seconded by Bob Hatch and carried to approve Board Policy 5131.6, Alcohol and Other Drugs for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Buchanan, Hatch, Peterson and Morinini.

Board Policy 6173.2, Education of Children of Military Families

It was moved by Lisa Morinini, seconded by Bob Hatch and carried to approve Board Policy 6173.2, Education of Children of Military Families for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Buchanan, Hatch, Peterson and Morinini.

Board Policy 6142.93, Science Instruction

It was moved by Lisa Morinini, seconded by Bob Hatch and carried to approve Board Policy 6142.93, Science Instruction for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Buchanan, Hatch, Peterson and Morinini.

Board Policy 6145, Extracurricular and Cocurricular Activities

It was moved by Lisa Morinini, seconded by Bob Hatch and carried to approve Board Policy 6145, Extracurricular and Cocurricular Activities for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Buchanan, Hatch, Peterson and Morinini.

Single School Plans for Student Achievement

It was moved by Rob Buchanan, seconded by Lisa Morinini and carried to approve the Single School Plans for Student achievement for Joe Nightingale, Patterson Road, Alice Shaw and Lakeview Junior High Schools, as submitted. Ayes: Buchanan, Peterson, Hatch, Peterson, and Morinini.

Update to Local Educational Agency Plan

It was moved by Rob Buchanan, seconded by Lisa Morinini and carried to approve the Update to Local Educational Agency Plan as submitted. Ayes: Buchanan, Peterson, Hatch, Peterson, and Morinini.

**ITEMS FROM THE BOARD**

Bob Hatch had a conversation with Susan Salcido in regards to the fire and flood damage in Montecito and Santa Barbara. The district was encouraged to assist schools and district with any needs. Rob Buchanan congratulated Holly Edds for on her election as president to (ACSA) Associated of California Schools Administrators.

**GENERAL ANNOUNCEMENTS**

Unless otherwise noticed, the next regular board meeting is scheduled for Wednesday, February 14, 2018, with Closed Session beginning at 6:00 p.m. followed by Public Session at 6:15 p.m. in the District Office Board Room, 500 Dyer Street, Orcutt, CA.

**ADJOURN**

It was moved by Bob Hatch, seconded by Rob Buchanan and carried to adjourn the meeting at 8:15 p.m.

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Deborah L. Blow, Ed.D. Board Secretary

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Lisa Morinini, Clerk, Board of Trustees



# ***ORCUTT UNION SCHOOL DISTRICT***

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

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

***DATE:*** February 14, 2018

***RE:*** ***NOTIFICATION TO BOARD –HIRING OF ADDITIONAL COACHES  
FOR 2017-18 SCHOOL YEAR***

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***Alice Shaw:***

Emily Ginter                      Track

***Unpaid Volunteer Assistant Coaches:***

***Olga Reed***

Nathan Sparks              Boys Basketball

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



# ORCUTT UNION SCHOOL DISTRICT

## REQUEST FOR ACCEPTANCE OF GIFT

**SCHOOL:** Olga Reed Date: 12-7-17

**DONOR:** Name: Amanda Whitesides  
Address: PO Box 1026, Los Alamos, CA 93440  
Phone No.: (559) 240-8754

**GIFT:** Item Donated The Purple Marble or Cash Donation \$ \_\_\_\_\_  
(Fill in if money is donated)  
Designated for: Library  
General Description: A copy of the book The Purple Marble  
Model No.: \_\_\_\_\_ Condition:  New  Used  
Value (estimated): 25.00  
Purpose of Gift: To share this book on kindness  
Will gift be purchased through Business Services Office?  Yes  No  
Donor Conditions of Acceptance: \_\_\_\_\_

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

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

Acceptance Requested By (OUSD Staff Member): Kathleen Stevenson  
Acceptance Approved By (Administrator): Johana  
RECOMMENDATIONS: Principal or District Representative \_\_\_\_\_

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

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



ORCUTT UNION SCHOOL DISTRICT
REQUEST FOR ACCEPTANCE OF GIFT

SCHOOL: Pine Grove - OUSD Date: 1/9/17

DONOR: Name: Innovative Produce
Address: P.O. Box 1952 Santa Maria, CA. 93456
Phone No. 805-349-2714

GIFT: Item Donated or Cash Donation \$500.00
Designated for: Water Filling Station Project
General Description: Water Filling Station at Pine Grove and various school sites
Model No.: Condition: [X] New [X] Used
Value (estimated):
Purpose of Gift: To install water filling stations at Pine Grove and various school sites within the district.
Will gift be purchased through Business Services Office? [ ] Yes [X] No
Donor Conditions of Acceptance:

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

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

Acceptance Requested By (OUSD Staff Member): Julie Payne
Acceptance Approved By (Administrator): Walter Con

RECOMMENDATIONS: Principal or District Representative

BOARD ACTION: Date Accepted: Date Denied:

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



ORCUTT UNION SCHOOL DISTRICT
REQUEST FOR ACCEPTANCE OF GIFT

SCHOOL: Shaw Elementary School Date: 1/19/2018

DONOR: Name: Care for Our Earth Funds/ SBCEO
Address: 4400 Cathedral Oaks Road
Phone No. 805-964-4711

GIFT: Item Donated or Cash Donation \$ 300.00
Designated for: Hydration Station
General Description:
Model No.: Condition: [X] New [X] Used
Value (estimated):
Purpose of Gift: Hydration Station
Will gift be purchased through Business Services Office? [ ] Yes [X] No
Donor Conditions of Acceptance:

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

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

Acceptance Requested By (OUSD Staff Member): Natalie Montoya / Office Manager

Acceptance Approved By (Administrator):

RECOMMENDATIONS: Principal or District Representative [Signature]

BOARD ACTION: Date Accepted: Date Denied:

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



# ORCUTT UNION SCHOOL DISTRICT

## REQUEST FOR ACCEPTANCE OF GIFT

**SCHOOL:** Olga Reed Date: 2-6-18

**DONOR:** Name: Santa Ynez Valley Foundation  
Address: 485 Alisal Rd. Suite 272, Solvang, CA 93463  
Phone No. 805-688-2991

**GIFT:** Item Donated \_\_\_\_\_ or Cash Donation \$ 500.00  
(Fill in if money is donated)

Designated for: Parent Group to off set the cost of PCPA "The Purple Marble"  
General Description: Check donation

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

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

Purpose of Gift: To pay for the PCPA assembly "The Purple Marble"

Will gift be purchased through Business Services Office?  Yes  No

Donor Conditions of Acceptance: This donation is to be designated by the parent group.

### 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): Joe Dana

Acceptance Approved By (Administrator): [Signature]

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


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

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



## BUSINESS SERVICES MEMORANDUM

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

**FROM:** Walter Con   
Assistant Superintendent, Business Services

**BOARD MEETING DATE:** February 14, 2018

**BOARD AGENDA ITEM:** District Request for Allowance of Attendance Due to Emergency Conditions, Resolution #10

**BACKGROUND:** The Governor of California declared a State of Emergency in Santa Barbara County in December 2017 as a result of the Thomas wildfire. Santa Barbara experienced very poor air quality and significant quantities of ash were deposited throughout the Orcutt Union School District on the weekend of December 9 and 10, 2017.

The District closed all offices and school sites on Monday, December 11, 2017 in order to protect the health of our students and staff and to allow for the improvement in air quality and the clean-up of ash from the fire. The employees and Parents of the preschool were notified that school would be closed on December 11, 2017.

**RECOMMENDATION:** Staff recommends that the Board of Trustees adopt Resolution #10, District Request for Allowance of Attendance Due to Emergency Conditions, and authorize the District to apply for any and all applicable emergency relief.

**FUNDING:** N/A

**ORCUTT UNION SCHOOL DISTRICT  
COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA  
RESOLUTION FOR**

**2017/18 RESOLUTION NO. 10**

WHEREAS, the Governor of California declared a State of Emergency in Santa Barbara County in December of 2017 as a result of the Thomas wildfire

WHEREAS, Santa Barbara County experienced very poor air quality and significant quantities of ash being deposited at our school district sites on the weekend of December 9 and 10, 2017

NOW, THEREFORE, BE IT RESOLVED that the District closed the school district office and school sites on Monday December 11, 2017 in order to protect the health of our students and staff and to allow for the improvement in air quality and the cleanup of ash from the fire.

BE IT FURTHER RESOLVED that the Superintendent or designee notified the appropriate employees and parents that school would be closed on December 11, 2017;

BE IT ALSO RESOLVED that the Superintendent or designee shall be authorized to apply for any and all applicable emergency relief.

AYES:

NOES:

ABSTENTIONS:

ABSENT:


DATED: February 14, 2018 BOARD OF TRUSTEES, ORCUTT UNION SCHOOL DISTRICT

By: \_\_\_\_\_  
James Peterson, Board President



## BUSINESS SERVICES MEMORANDUM

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

**FROM:** Walter Con   
Assistant Superintendent, Business Services

**BOARD MEETING DATE:** February 14, 2018

**BOARD AGENDA ITEM:** Early Learning Center (ELC) Request for Allowance of Attendance Due to Emergency Conditions, Resolution #11

**BACKGROUND:** The Governor of California declared a State of Emergency in Santa Barbara County in December 2017 as a result of the Thomas wildfire. Santa Barbara experienced very poor air quality, and significant quantities of ash were deposited at our preschool campus on the weekend of December 9 and 10, 2017.

The District closed the Early Learning Preschool campus on Monday, December 11, 2017 in order to protect the health of our students and staff and to allow for the improvement in air quality and the clean-up of ash from the fire. The employees and Parents of the preschool were notified that school would be closed on December 11, 2017.

**RECOMMENDATION:** Staff recommends that the Board of Trustees adopt Resolution #11, Early Learning Center (ELC) Request for Allowance of Attendance Due to Emergency Conditions, Resolution #11 and authorize the District to apply for any and all applicable emergency relief.

**FUNDING:** N/A



**ORCUTT UNION SCHOOL DISTRICT  
COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA  
RESOLUTION FOR**

**2017/18 RESOLUTION NO. 11**

WHEREAS, the Governor of California declared a State of Emergency in Santa Barbara County in December of 2017 as a result of the Thomas wildfire

WHEREAS, Santa Barbara County experienced very poor air quality and significant quantities of ash being deposited at our preschool campus on the weekend of December 9 and 10, 2017

NOW, THEREFORE, BE IT RESOLVED that the District closed its Early Learning Preschool campus on Monday December 11, 2017 in order to protect the health of our students and staff and to allow for the improvement in air quality and the cleanup of ash from the fire.

BE IT FURTHER RESOLVED that the Superintendent or designee notified the appropriate employees and parents that school would be closed on December 11, 2017;

BE IT ALSO RESOLVED that the Superintendent or designee shall be authorized to apply for any and all applicable emergency relief.

AYES:

NOES:

ABSTENTIONS:

ABSENT:

DATED: February 14, 2018 BOARD OF TRUSTEES, ORCUTT UNION SCHOOL DISTRICT

By: \_\_\_\_\_  
James Peterson, Board President



## BUSINESS SERVICES MEMORANDUM

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

**FROM:** Walter Con  
Assistant Superintendent, Business Services

**BOARD MEETING DATE:** February 14, 2018

**BOARD AGENDA ITEM:** Youth Leagues Facility Use Agreements

**BACKGROUND:** Several years ago district counsel recommended that we enter into annual facility use agreements with three local youth groups. The facility use agreements between the Orcutt Union School District and the Orcutt Youth Softball Association, the Orcutt National Little League and the Orcutt American Little League respectively, are included for your review and approval.

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

**FUNDING:** N/A

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# ORCUTT UNION SCHOOL DISTRICT

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## Facilities Use Agreement with Orcutt Youth Softball Association

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

7. OYSA and Orcutt Union School District have agreed to have Righetti High School and St. Joseph High use OYSA fields 1-4. Items number (21) and number (22) have been revised to reflect the additional school sites. The district requires that schedules of practices and games for each group using the fields be submitted to the Business Services office before the beginning of each season.

Seatrains and cement slabs will be allowed on district property and placed in an area agreed and approved by Orcutt Union School District and all parties involved. All cement work and maintenance will be at the cost of the Association.

8. The Association shall assume full responsibility for vehicle control and parking during all hours of their use of the softball complex. This shall include insuring that vehicles do not park or travel in unauthorized areas.
9. The use of tobacco products, illegal drugs or controlled substances, and/or alcoholic beverages is strictly prohibited on District property. The Association shall use best efforts to ensure that these substances are not used on the District's property while the property is in use by the Association.
10. The Association shall forward a roster for the Association upon the election of a new board or upon any change in board membership.
11. Dogs (other than service dogs) and other pets are prohibited from the District campus at all times. The Association shall use its best efforts to ensure that this rule is followed during the Association's use of the property.
12. Any public address or other voice-amplification system operated by the Association in conjunction with its sponsored activities shall be operated at reasonable sound levels, and no such amplification system shall be operated after daylight hours.
13. Lighting fixtures for the softball complex shall not be installed, and games shall not take place after the onset of darkness. Security lights may be installed at the snack bar and garage area.
14. Turf areas shall not be watered between 8:00 a.m. and 6:00 p.m. or excessively watered to maximize water conservation.
15. For purposes of conserving water used for turf areas, there shall be the regularly scheduled maintenance of the automatic or manual water system(s), and adherence to the watering schedule which is based on recommendations by the University of California Agriculture Cooperative Extension.
16. Plumbing and irrigation devices shall be low water flow devices with no greater than 3.0 gallon per flush toilets and 2.0 gallon per minute sink faucets.

17. Refuse, and recyclable materials shall be collected in containers with lids. If recyclable materials are used, a recycling program must be developed and approved by the County of Santa Barbara.
18. The Association shall encourage carpooling to games and practices, and shall encourage restriction of parking and loading/unloading to the school property designed for such use. The following is a required procedure:  
Before the first practice of each session, Santa Maria-Orcutt area participants shall be provided a form letter which encourages carpooling and discourages off-site parking and loading/unloading. A copy of this letter is attached, marked as Exhibit B.
19. Additions to, modifications to or expansion of the complex shall be undertaken by the Association only upon prior written authorization from the District Board of Trustees.
20. The Association shall secure a written release from each individual, organization, or entity using the softball complex or its facilities under its auspices whereby such individual, organization or entity acknowledges that the District shall be held harmless from any and all liability for any accident or injury which may occur during such use of the softball complex or its facilities.
21. The Association and all other schools that use the field under the Associations agreement hereby agree, as a condition of this Agreement, to provide written evidence naming the Orcutt Union School District as additional insured to the District of current personal and property liability insurance in an amount not less than one million dollars (\$1,000,000), and the Association further agrees to maintain such valid liability insurance for the term of this Agreement and any extension of renewal thereof.
22. The Association and all other schools that use the field under the Associations agreement agree to indemnify defend hold harmless the District, its officers, and employees, against any and all actions, allegations, claims, costs, damages, fees, and judgments arising out of its use, control, construction and maintenance of the complex generally described in Exhibit A or otherwise arising from or related to Association's performance under this Agreement.
23. This Agreement may be terminated with or without cause by either party upon sixty (60) days written notice, which shall explain the reasons for such termination. Notwithstanding the preceding, if Association is in breach of this Agreement, District shall give Association written notice of the breach, and if the breach is not cured within three (3) working days, District has the right to suspend Association's use of the complex.
24. This Agreement shall be governed by and construed under the laws of the State of California and jurisdiction over any claim arising hereunder shall vest in the courts of Santa Barbara County, California.
25. Nothing in this Agreement is intended or shall be deemed to constitute a partnership or joint venture between the District and the Association.

26. The failure of District or Association to enforce at any time any provision of this Agreement shall in no way be construed to be a waiver of such provision, nor in any way shall affect the validity of any part of this Agreement, or the right of the District or the Association to thereafter enforce each and every provision.
27. The indemnification obligations hereunder shall survive termination or expiration of this Agreement.
28. All correspondence and notices hereunder shall be in writing and will be deemed to be delivered on the same day, if given and confirmed via facsimile transmission or electronic mail, the next day by overnight courier, on the fifth day if by registered or certified mail, or upon receipt by regular mail. In the event of an emergency, notice shall be given verbally and in writing.
29. This Agreement and the Exhibits attached hereto constitute the entire Agreement between the parties relating to the use of these facilities and superseded any previous oral or written agreement which may have existed between the parties. Should any portion of this Agreement be deemed unenforceable or otherwise illegal,, the remaining sections of this Agreement shall remain in force for the duration of the Agreement. This Agreement may be amended only upon further written agreement by both parties.

EXECUTED this 14<sup>th</sup> day of February 2018, at Orcutt, California, by:

ORCUTT UNION SCHOOL DISTRICT

by:

Walter J. Con

\_\_\_\_\_  
Name

Assistant Superintendent Business Services

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ORCUTT YOUTH SOFTBALL ASSOCIATION

by:

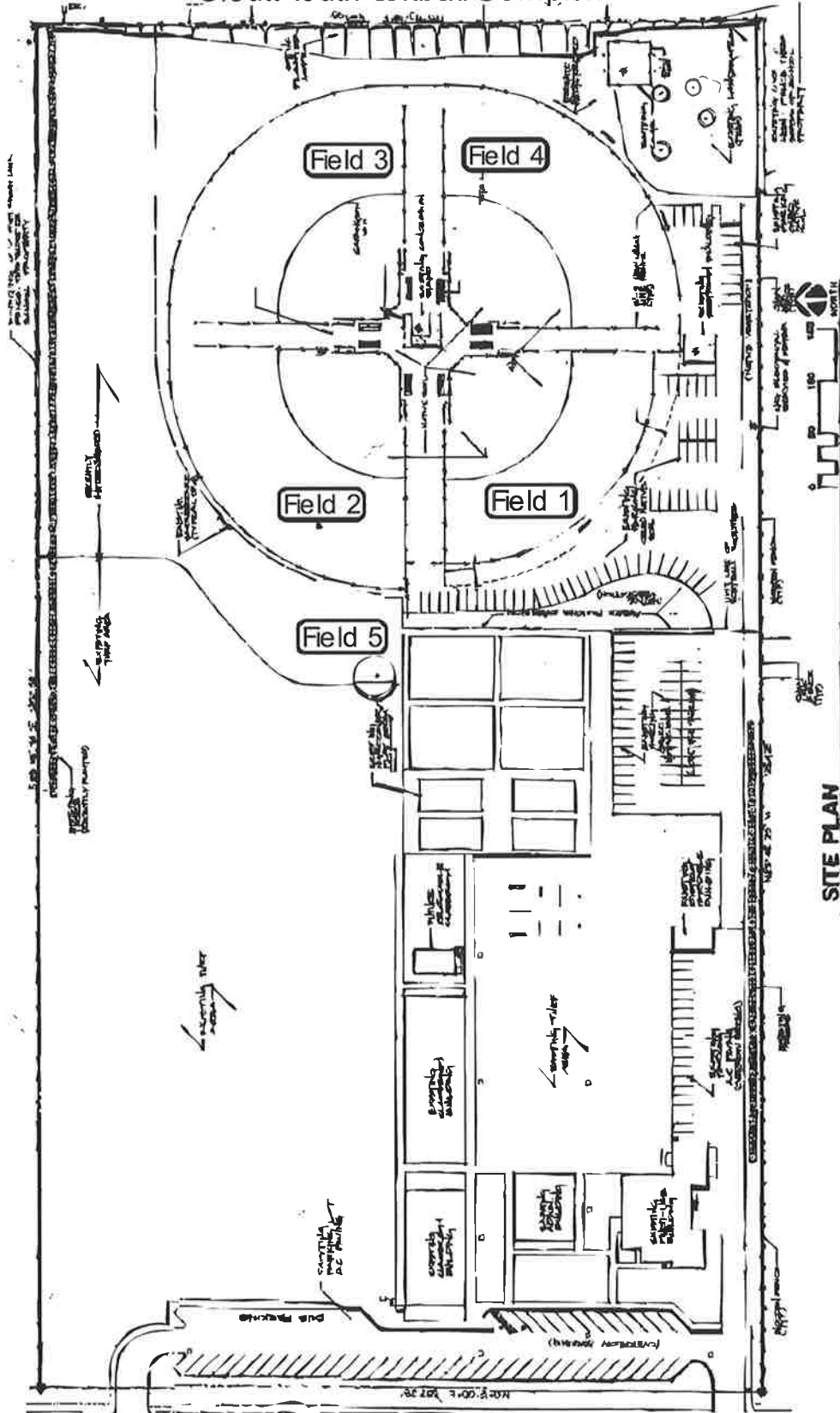
\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# Exhibit A

## Lakeview Junior High School Orcutt Youth Softball Complex



## Exhibit B

Date

Dear Softball Youth Parents:

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

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

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



Orcutt Youth Softball Association

# Orcutt Union School District

## Facilities Use Agreement with Orcutt American Little League

1. This Agreement is entered into pursuant to the provisions of Article 2 (commencing with Section 38130) of Chapter 4 of Part 23 of Division 2 of Title 2 of the California Education Code known as the Civic Center Act.
2. The parties to this Agreement are the Orcutt Union School District, a public school district organized and operating under the laws of the State of California (hereinafter referred to as "District"), and Orcutt American Little League, a nonprofit unincorporated community association (hereinafter referred to as "Association").
3. The term of this Agreement shall be one (1) year commencing upon its execution by both parties. It may be extended or renewed upon written agreement by both parties.
4. The District hereby agrees that except as otherwise provided for in this Agreement, the Association shall have (during non-school hours) access to and full use of the baseball complex at Joe Nightingale School, provided, however, that the District shall retain full access rights at all times. The District will not permit any use that is incompatible with the Little League's use of the complex.
5. The Association hereby agrees to assume full responsibility for maintenance of the complex, including, but not limited to mowing and watering of all grass areas, trimming and watering of vegetation, control of dust, picking up of all litter, trash and debris. The Association is responsible for the electricity it uses via a separate meter to be installed by March 2, 2013 with Association agreeing to pay for electric use each month. Effective December 1, 2013 the Association hereby agrees to be responsible for paying for the water use which also has a separate meter, with the same payment responsibilities as for electric use. Effective March 2016 the Association hereby agrees to be responsible for use of dumpster. Use of the dumpster will require an additional pick up by health sanitation. The monthly additional cost will be \$129.47, this amount will be invoiced to the association for the time they are using the fields. The District will invoice quarterly for the monthly charges and payment is due net 30 days.
6. The Association shall assume full responsibility for vehicle control and parking during its hours of use of the facilities. All parking is on the street, only a delivery or maintenance vehicle is allowed to drive onto District property and this access may be revoked by the District at any time.
7. Any public address or other voice-amplification system operated by the Association in conjunction with its sponsored activities shall be operated at reasonable sound levels, and no such amplification system shall be operated after 9:30 p.m.
8. Additions to, modifications to, or expansion of the complex shall be undertaken by the Association only upon prior written authorization from the District Board of Trustees
9. The Association shall secure a written release, to be approved in form by the District, from each person using the complex under its auspices whereby such individual acknowledges that he/she

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

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

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

EXECUTED this 14<sup>th</sup> day of February 2018 at Orcutt, California, by:

ORCUTT UNION SCHOOL DISTRICT

by:

Walter J. Con  
Name

Assistant Superintendent, Business Services  
Title

Date

ORCUTT AMERICAN LITTLE LEAGUE

by:

Name

Title

Date

---

# ORCUTT UNION SCHOOL DISTRICT

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## Facilities Use Agreement with Orcutt National Little League

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

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

EXECUTED this 14<sup>th</sup> day of February 2018 at Orcutt, California, by:

ORCUTT UNION SCHOOL DISTRICT

ORCUTT NATIONAL LITTLE LEAGUE

by:

by:

Walter J. Con \_\_\_\_\_

Name

\_\_\_\_\_

Name

Assistant Superintendent Business Services

Title

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

Date



## BUSINESS SERVICES MEMORANDUM

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

**FROM:** Walter Con ✓  
Assistant Superintendent, Business Services

**BOARD MEETING DATE:** February 14, 2018

**BOARD AGENDA ITEM:** Indoor Environmental Services (IES) Agreement, Prop 39

**BACKGROUND:** On December 8, 2017, the District issued a Request for Proposal (RFP) for Energy Efficiency Design and Construction Services, which will be used to handle the work for the districts Prop 39 funds.

On January 4, 2018, district staff and our Construction Manager, Pete Hemesath, Diani Building Corp, held job walks at Alice Shaw, Orcutt Jr. High School and the district office for prospective bidders. Pete Hemesath did an excellent job and took the lead and handled the entire Request for Proposal process. The bids closed on January 17, 2018. Proposals were reviewed by district staff and our Construction Manager. We received four proposals, and then we narrowed it down to two firms, Trane California, and Indoor Environmental Services (IES). Both firms were very qualified and knowledgeable about Prop 39. Reference checks were conducted for both firms, and after discussion with our Construction Manager, the decision was made to recommend Indoor Environmental Services (IES), as our firm to handle the districts Energy Efficiency Construction Services for Prop 39. IES was also the lowest bidder at \$845,412.

**RECOMMENDATION:** It is recommended that the Board of Trustees authorize staff to enter into an agreement with Indoor Environmental Services as submitted. (agreement attached).

**FUNDING:** Prop 39 funds (Approximately \$1,100,000)

**CONTRACT FOR ENERGY EFFICIENCY DESIGN / BUILD SERVICES  
BY AND BETWEEN  
ORCUTT UNION SCHOOL DISTRICT  
AND**



THIS CONTRACT is entered into and effective \_\_\_\_\_, 2017 (“Contract”), by and between \_\_\_\_\_ (“Designer/Builder”) and **Orcutt Union School District** (“District”) (individually, a “Party”, and collectively, the “Parties”).

**RECITALS**

**WHEREAS**, District owns and/or operates certain public facilities specifically described as:

	<b>SCHOOL SITE NAME</b>	<b>ADDRESS</b>
<b>1.</b>		
<b>2.</b>		

(“Facilities” or “School Site(s)” or “Premises”) and District wants to reduce its Facilities’ energy costs and improve the Facilities’ energy quality/reliability by contracting to for the construction of certain new and upgraded energy systems; and

**WHEREAS**, on \_\_\_\_\_, 2017, the District entered into an Independent Consultant Contract for Proposition 39 Energy Consulting Services with Climatec, LLC; and

**WHEREAS**, Climatec, LLC., performed all Proposition 39 program “energy planning activities” and related services, including the completion of an “energy expenditure plan” that was approved by the California Energy Commission on \_\_\_\_\_, 2017 (“District’s Energy Expenditure Plan”); and

**WHEREAS**, the Board has authorized the District to enter into a design-build contract with a design-build entity that is able to provide appropriately licensed contracting, architectural, and engineering services to design and construct certain new and upgraded energy systems for the Facilities according to District’s Energy Expenditure Plan and based on detailed construction documents prepared by the successful design-build entity and approved by the Division of the State Architect and the District (“Project”); and

**WHEREAS**, Government Code § 4217.10 et seq., authorizes a public agency, including public school districts, to sole source or utilize an informal procurement process, such as a request for proposals, to contract for energy services if its governing body determines, at a regularly scheduled public hearing that the anticipated cost to the agency for alternative energy project will be less than the anticipated marginal cost to the agency of electrical energy that would have been consumed by the agency in the absence of the energy services contract; and

**WHEREAS**, pursuant to Government Code § 4217.10 et seq., the District has made the requisite findings that the anticipated cost of the Project will be less than the anticipated marginal cost to the District in the absence of the implementation of the Project; and

**WHEREAS**, District desires that Designer/Builder design and construct, and Designer/Builder desires to design and construct, the scope of work and provide the services as defined in **Exhibit A**, attached hereto (“Services” or “Work”); and

**WHEREAS**, Designer/Builder is a full-service energy services company with the technical capabilities to provide services to the District for energy conservation services as defined by Government Code § 4217.10 et seq.,



including, but not limited to, energy and energy system engineering, design, procurement, construction management, installation, construction, financing, training, monitoring and verification; and

**WHEREAS**, Designer/Builder is a an appropriately certified, licensed and insured full-service construction company with the technical capabilities to provide the Services to the District including, but not limited to, energy and energy system auditing, engineering, design, procurement, construction management, installation, construction and training; and

**WHEREAS**, District desires that Designer/Builder provide the Services in accordance with the Proposition 39 Guidelines, and District's Energy Expenditure Plan attached hereto as **Exhibit B**, for the District; and

**WHEREAS**, District desires that Designer/Builder provide the Services in accordance with the Lighting Detail Report attached hereto as **Exhibit C**, for the District; and

NOW, THEREFORE, the Parties agree as follows:

1. **Scope of Services.**

- 1.1. Design/Builder shall provide the Services as further described in **Exhibit A** attached hereto and incorporated herein for the Project. The District reserves the right to change the Services of which the Parties agree may require the Design/Builder's Fee and Scope as well as certain terms and conditions of this Contract to be adjusted by an amendment, in writing and signed by both Parties.
- 1.2. In the performance of Design/Builder's Services under this Contract, Design/Builder agrees that it will maintain such coordination with District personnel and/or its designated representatives as may be requested and desirable.
- 1.3. Design/Builder shall act as the District's agent to render the Services and furnish the work as described in **Exhibit A**, which shall only commence upon the receipt of a Notice to Proceed signed by the District representative.

2. **Fee and Method of Payment.**

- 2.1. The Designer/Builder shall furnish the engineering, design, procurement, construction management, installation and construction of certain new and upgraded energy systems as further described in **Exhibit A** attached hereto and incorporated herein for a total amount equal \_\_\_\_\_ (\$ \_\_\_\_\_) ("Contract Price") for all services contracted for under this Contract and based on the Fee Schedule attached to **Exhibit D**.
- 2.2. Design/Builder's Contract Price set forth in this Contract shall be full compensation for all of Design/Builder's Services incurred in the performance hereof as indicated in **Exhibit D**.

3. **Contract Time.** The Services shall be completed within the time specified in **Exhibit E** ("Contract Time") from the date specified in the District's Notice(s) to Proceed, as indicated in the Schedule in **Exhibit E**, attached hereto and incorporated herein by this reference. Time is of the essence and failure of Design/Builder to perform work on time as specified in this Contract is a material breach of this Contract.

4. **Liquidated Damages.** Designer/Builder agrees that if the Work is not completed within the Contract Time and/or pursuant to the Project schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, including the Schedule in **Exhibit E**, it is understood, acknowledged, and agreed that the District will suffer damage that is not capable of being calculated. Pursuant to Government Code section 53069.85, Designer/Builder shall forfeit to the District, as fixed and liquidated damages for these incalculable damages, the sum of **One Thousand Dollars (\$1,000)** per day for each and every calendar day of

delay beyond the "Date of Completion" as specified in **Exhibit E** for each Site

5. **Schedule of Values.** Designer/Builder shall prepare a detailed schedule of values for all of the Work that must include quantities and prices of items by site aggregating the Contract Price and must subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. This schedule of values must be approved by the District prior to it being used as a basis for payment.
6. **Insurance and Bonds.** The Designer/Builder shall not commence the Work under this Contract until the Designer/Builder has submitted and the District has approved the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice(s) to Proceed. The Designer/Builder shall not commence the Work until it has provided to the District, a Payment (Labor and Material) Bond and a Performance Bond, in the forms attached hereto, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.
7. **Division of the State Architect.** Designer/Builder hereby acknowledges that the Division of the State Architect ("DSA") and the District's DSA Project Inspector(s) ("Inspector" or "Project Inspector") have authority to approve and/or stop Work if the Designer/Builder's Work does not comply with the requirements of the Contract, Title 24 of the California Code of Regulations, and all applicable laws. The Designer/Builder shall be liable for any delay caused and extra work required by its non-compliant Work. Designer/Builder shall not be liable for delay caused solely by the District.
8. **Project Inspector.** Inspection and acceptance of the Work shall be performed by:
  - a. The District's Project Inspector with whom the District will contract at or prior to the District issuing a Notice(s) to Proceed to Designer/Builder; and
  - b. The Assistant Superintendent of the District, and/or his/her designee.
9. **Construction Manager.** Designer/Builder recognizes that the District may obtain the services of a construction manager for this Project. The construction manager, if any, would be authorized to give Designer/Builder Services authorizations, and issue written approvals and Notices to Proceed on behalf of District. The District reserves the right to designate a different construction manager at any time. The District shall provide forty-eight (48) hours' notice to Designer/Builder if District designates a different construction manager. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Contract may be performed by the construction manager, unless that task indicates it shall be performed by the governing board of the District.
10. **Labor and Materials.** Unless otherwise indicated herein for a longer period of time, the Designer/Builder shall guarantee all labor and material used in the performance of this Contract for a period of one year from the date of the District's written approval of the Work.
11. **Proposition 39.** The District is seeking state funds and/or state bond authority to fund the Project and is performing its compliance with the California Clean Energy Jobs Act, Proposition 39 K-12 Program ("Proposition 39"). The Parties acknowledge that construction of the Project shall not commence until the District's Board of Education has approved the Project as satisfying the requirements under Proposition 39. Therefore, the District reserves its right to suspend and/or terminate the Project as allowable herein if state funds and/or state bond authority do not equal or exceed the amounts that the District expects and/or the District's Board of Education does not approve the Project under Proposition 39 and/or exempts the Project from Proposition 39. The District's issuance of Notice(s) to Proceed shall be conditioned upon satisfaction of this aforementioned condition precedent. See **Exhibit E** for information regarding the Project's Schedule and the intended timing of the District's issuance of a Notice(s) to Proceed.

12. **CEQA.** The District and Designer/Builder recognize that the Project activities contemplated by this Contract are subject to environmental review under the California Environmental Quality Act (“CEQA”), and that the District, as a lead agency for the Project and its future use, must comply with the CEQA requirements as set forth in CEQA and in 14 California Code of Regulations sections 15000, et seq. (“CEQA Guidelines”). Pursuant to CEQA Guidelines Section 15004(b)(2)(A), the Parties acknowledge that (i) approval and execution of this Contract by the Parties does not constitute the District authorizing, approving, or awarding a “project” as defined by CEQA, and (ii) the construction phase of the Project shall not commence until the District’s governing board provides Designer/Builder with a specific notice to proceed authorizing construction activity. In the event District does not issue such a Notice to Proceed authorizing construction activity and instead issues a notice of suspension or notice of termination, District will pay for Designer/Builder’s undisputed and documented design and/or planning services rendered to the date of that notice.
13. **Terms and Conditions.** This Contract incorporates by this reference the Terms and Conditions attached hereto. The Designer/Builder, by executing this Contract, agrees to comply with all the Terms and Conditions.
14. **Contract Documents.** The Contract includes only the following documents (“Contract Documents”), as indicated:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Terms and Conditions to Contract   | <input checked="" type="checkbox"/> Noncollusion Declaration                                     |
| <input checked="" type="checkbox"/> Exhibit A (Scope of Services)  | <input checked="" type="checkbox"/> Prevailing Wage Certification                                |
| <input checked="" type="checkbox"/> Exhibit B (District’s Energy Expenditure Plan)                                 | <input checked="" type="checkbox"/> Workers’ Compensation Certification                          |
| <input checked="" type="checkbox"/> Exhibit C (Lightning Detail Report)  | <input checked="" type="checkbox"/> Criminal Background Investigation Certification              |
| <input checked="" type="checkbox"/> Exhibit D (Contract Price Breakdown Payment Schedule)                          | <input checked="" type="checkbox"/> Drug-Free Workplace / Tobacco-Free Environment Certification |
| <input checked="" type="checkbox"/> Exhibit E (Detailed Construction Schedule or “Project Schedule” for Each Site) | <input checked="" type="checkbox"/> Asbestos & Other Hazardous Materials Certification           |
| <input checked="" type="checkbox"/> Exhibit F (“Warranties”)   | <input checked="" type="checkbox"/> Lead-Product(s) Certification                                |
|  | <input checked="" type="checkbox"/> Performance Bond (District’s Form)                           |
|  | <input checked="" type="checkbox"/> Payment Bond (District’s Form)                               |
|  | <input checked="" type="checkbox"/> Insurance Certificates and Endorsements                      |

15. **Notice.** Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service addressed as follows:

**DISTRICT**  
 Orcutt Union School District  
 500 Dyer Street  
 Orcutt, CA 93455  
 ATTN: \_\_\_\_\_

**DESIGNER/BUILDER**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 ATTN: \_\_\_\_\_

**With a copy to:**  
 Philip J. Henderson, Esq.  
 Orbach, Huff & Suarez, LLP  
 1901 Harrison Street, Suite 1630  
 Oakland, CA 94612

**With a copy to:**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 ATTN: \_\_\_\_\_

**ACCEPTED AND AGREED** on the date indicated below. By signing this Contract, Contractor certifies, under penalty

of perjury, that all the information provided in the Contract Documents is true, complete, and correct;

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

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

**Orcutt Union School District**

\_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Cal. Contractor License No.: \_\_\_\_\_

Civil Engineer License: \_\_\_\_\_

Architect License: \_\_\_\_\_

**Information regarding Designer/Builder.**

Type of Business Entity:

- Individual
- Sole Proprietorship
- Partnership
- Limited Partnership
- Corporation
- Limited Liability Company
- Other: \_\_\_\_\_

<p>Fed. ID (FEIN) #: _____</p> <p>Employer Identification and/or Social Security Number</p> <p><b>NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.</b></p>
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## TERMS AND CONDITIONS TO CONTRACT

1. **NOTICE(S) TO PROCEED:** District shall provide Notice(s) to Proceed to Designer/Builder pursuant to the Contract at which time Designer/Builder shall proceed with the Work. The District reserves the right to issue multiple Notices to Proceed related to the Project, either by scope and/or by Site.
2. **SITE EXAMINATION:**
  - 2.1. The District has provided information available to it to the extent the information relates to Designer/Builder's scope of work. This information included:
    - 2.1.1. Physical characteristics;
    - 2.1.2. Written legal description(s) of the Project site(s);
    - 2.1.3. Grades and lines of streets, alleys, pavements, and adjoining property and structures;
    - 2.1.4. Adjacent drainage;
    - 2.1.5. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
    - 2.1.6. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;
    - 2.1.7. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
    - 2.1.8. Surveys, reports, as-built drawings;
    - 2.1.9. Subsoil data, chemical data, and other data logs of borings;
    - 2.1.10. DSA Numbers for all buildings, as necessary to obtain DSA approval of plans to be submitted by Designer/Builder under the contracted scope of work.
    - 2.1.11. The location and physical characteristics of existing utility lines, telephone, water, sewage, storm drains and other lines on or around or relating to the Project.
  - 2.2. Designer/Builder has Visually Verified the existence of the conditions identified by this information to the extent determinable by the documents provided by the District ("Site Examination"). Designer/Builder has relied on its Site Examination in defining its scope of Work or Services.
  - 2.3. "Visually Verified" (or "Verify") means confirmed by diligent physical inspection without any destructive or invasive action.
  - 2.4. If there are any variations to the scope of Work or Services resulting from conditions not determinable from such Visually Verified information, the Designer/Builder shall submit to the District a PCO based on those conditions.
  - 2.5. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site that could and should have been discovered through these site examination activities. Notwithstanding the aforementioned, should the Designer/Builder discover any latent or unknown conditions, which will materially affect the performance of the Work hereunder, Designer/Builder shall immediately inform the District of such fact in writing and shall not proceed until written instructions are received from the District. This written notice may take the form of a PCO.
3. **EQUIPMENT AND LABOR:** The Designer/Builder shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Services herein described, the Services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.
4. **SUBCONTRACTORS:** Subcontractors, if any, engaged by the Designer/Builder for any Service or Work under

this Contract shall be subject to the approval of the District, which shall not be unreasonably withheld. Designer/Builder agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Designer/Builder shall subcontract any part of this Contract, Designer/Builder shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract shall create any contractual relations between any subcontractor and the District.

**5. TERMINATION / SUSPENSION:**

5.1. If Designer/Builder fails to perform Designer/Builder's material duties as required by this Contract, or if Designer/Builder fails to fulfill in a timely and professional manner Designer/Builder's material obligations under this Contract, or if Designer/Builder shall violate any of the material terms or provisions of this Contract, and any such failure is not excused by the terms of this Contract, the District shall have the right to terminate this Contract, in whole or in part, unless either

5.1.1. Such failures and violations are caused by the District or

5.1.2. Such failures and violations are cured by Design/Builder to the District's reasonable satisfaction within fourteen (14) days of written notice by the District thereof to the Designer/Builder; provided, that if a cure cannot be effected within such fourteen (14) days and Design-Builder has commenced a cure within such period of time and continues diligent pursuit of such cure, the Design/Builder shall have a reasonable period to complete such cure to the District's reasonable satisfaction.

In the event of a termination pursuant to this subdivision, Designer/Builder may invoice District for all Services performed until the notice of termination, but District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Designer/Builder's actions, errors, or omissions that caused the District to terminate the Designer/Builder.

5.2. District shall have the right in its sole discretion to terminate the Contract, in whole or in part, for its own convenience. In the event of a termination for convenience, Designer/Builder may invoice District and District shall pay all undisputed invoice(s) for recoverable costs for Work performed until the date of termination, reasonable demobilization costs, and rental costs for equipment that Designer/Builder cannot mitigate with diligent efforts. In the event that District terminates this Contract as provided in this subsection and there are no known potential claims related to Designer/Builder's Work, District shall, within fourteen (14) days after the date of termination, release the Performance and Payment Bonds, although the Surety on Performance and Payment Bonds shall remain liable as indicated herein for all Designer/Builder's Work performed until the date of termination.

5.3. Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.

5.4. The Designer/Builder has the right to terminate this Contract if the District does not fulfill its material obligations under this Contract unless either

5.5. Such failures and violations are caused by the Designer/Builder or

5.5.1. Such failures and violations are cured by District within fourteen (14) days of written notice by the Designer/Builder thereof to the District; provided, that if a cure cannot be effected within fourteen (14) days and District has commenced a cure within such period of time and continues diligent pursuit of such cure, the District shall have a reasonable period to complete such cure.

Designer/Builder may invoice District and District shall pay all undisputed invoice(s) for Services performed until the Designer/Builder's notice of termination.



any change in Contract Price.

7.7.1. **Changes in Time.** A PCO shall also include any changes in time required to complete the Project. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Project Schedule as defined in the Contract Documents. If Designer/Builder fails to request a time extension in a PCO, then the Designer/Builder is thereafter precluded from requesting time and/or claiming a delay, except as otherwise provided in this Contract.

7.7.2. **Unknown and/or Unforeseen Conditions.** If Designer/Builder submits a PCO requesting an increase in Contract Price and/or Contract Time that is based at least partially on Designer/Builder's assertion that Designer/Builder has encountered condition(s) on the Project that it could not have discovered in performing its "Site Examination" duties herein, then Designer/Builder shall base the PCO on visually verifiable information that demonstrates that the hitherto unknown and/or unforeseen condition(s) actually exist. If not, the District may deny the PCO and the Designer/Builder shall complete the Project without any increase in Contract Price and/or Contract Time based on that PCO.

7.8. **Format for Proposed Change Order.** The following format shall be used as applicable by the District and the Designer/Builder (e.g. Change Orders, PCO's) to communicate proposed additions and deductions to the Contract, supported by attached documentation.

	<b><u>SUBCONTRACTOR PERFORMED WORK</u></b>	ADD	DEDUCT
(a)	<b>Material</b> (attach itemized quantity and unit cost plus sales tax)		
(b)	<b>Add Labor</b> (attach itemized hours and rates, fully encumbered)		
(c)	<b>Add Equipment</b> (attach suppliers' invoice)		
(d)	<b><u>SUBTOTAL</u></b>		
(e)	<b>Add Subcontractor's overhead and profit</b> , not to exceed ten percent (10%) of item (d)		
(f)	<b><u>SUBTOTAL</u></b>		
(g)	<b>Add Designer/Builder's fee, overhead, profit &amp; general conditions</b> , not to exceed ten percent (10%) of the sum of item (f)		
(h)	<b><u>SUBTOTAL</u></b>		
(i)	<b>Add Bond and Insurance</b> , not to exceed one and one half percent (1.5%) of Item (h)		
(j)	<b><u>TOTAL</u></b>		
(k)	<b>Time</b>	_____ Days	

	<b><u>DESIGNER/BUILDER PERFORMED WORK</u></b>	ADD	DEDUCT
(a)	<b>Material</b> (attach itemized quantity and unit cost plus sales tax)		
(b)	<b>Add Labor</b> (attach itemized hours and rates, fully encumbered)		



(c)	<b>Add Equipment</b> (attach suppliers' invoice)		
(d)	<b>SUBTOTAL</b>		
(e)	<b>Add Designer/Builder's fee, overhead, profit &amp; general conditions</b> , not to exceed ten percent (10%) of the sum of item (d)		
(f)	<b>SUBTOTAL</b>		
(i)	<b>Add Bond and Insurance</b> , not to exceed one and one half percent (1.5%) of item (f)		
(j)	<b>TOTAL</b>		
(k)	<b>Time</b>		_____ Days

7.9. **Change Order Certification.** All Change Orders and PCOs must include the following certification by the Designer/Builder: *The undersigned Designer/Builder approves the foregoing as to the changes, if any, and the Contract Price specified for each item and as to the extension of time allowed, if any, for Project Completion, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Designer/Builder knows are false are at the sole risk of Designer/Builder and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq. It is understood that the changes herein to the Contract shall only be effective when approved by the governing board of the District or by District staff with delegated authority and thereafter ratified by the governing board of the District. It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Designer/Builder's costs and expenses, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages, or time extensions not included are deemed waived.*

7.10. **Determination of Change Order Cost.** The amount of the increase or decrease in the Contract Price from a Change Order, if any, shall be determined in one or more of the following ways as applicable to a specific situation and at the District's discretion:

- 7.10.1. District acceptance of a PCO;
- 7.10.2. By amounts contained in Designer/Builder's schedule of values, if applicable;
- 7.10.3. By agreement between District and Designer/Builder.

7.11. **Construction Change Directives / Unilateral Change Orders.** A Construction Change Directive (or Unilateral Change Order) is a written order prepared and issued by the District and signed by the District, directing a change in the Work. The District may as provided by law, by Construction Change Directive and without invalidating the Contract, order changes in the Work consisting of additions, deletions, or other revisions. The District may only issue a Construction Change Directive in the absence of agreement on the terms of a Change Order, and the Designer/Builder shall track its time and material costs that it may use as the basis for dispute or a claim pursuant to the "Disputes" provisions herein.

8. **TRENCH SHORING:** If this Contract is in excess of Twenty Five Thousand Dollars (\$25,000) and is for the excavation of any trench deeper than five (5) feet, Designer/Builder must submit and obtain District acceptance and approval, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

9. **EXCAVATIONS OVER FOUR FEET:** If this Contract includes excavations over four (4) feet, Designer/Builder shall

promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Designer/Builder believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site differing from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Designer/Builder's cost of, and/or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Designer/Builder whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Designer/Builder's cost of, or time required for, performance of any part of the work, the Designer/Builder shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all Work to be performed under the contract. The Designer/Builder shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the Parties.

10. **LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Designer/Builder must execute the Lead-Based Paint Certification, if applicable.
11. **WORKERS:** Designer/Builder shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Designer/Builder or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.
12. **CORRECTION OF ERRORS:** Designer/Builder shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Designer/Builder's failure to comply with the Contract requirements and the standard of care required herein.
13. **SUBSTITUTIONS:** No substitutions of material from those specified in the approved final design shall be made without the prior written approval of the District, which the District shall complete as diligently as possible and which the District shall not reasonably withhold. Notwithstanding the above, all requests for substitution shall be deemed granted if not objected to within fourteen (14) calendar days.
14. **DESIGNER/BUILDER SUPERVISION:** Designer/Builder shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.
15. **CLEAN UP:** Debris shall be removed from the Premises by the Designer/Builder. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
16. **ACCESS TO WORK:** District shall provide to Designer/Builder uninterrupted access to the Premises and to a reasonably sufficient staging area. District representatives shall at all times have access to the Work wherever it is in preparation or in progress. Designer/Builder shall provide safe and proper facilities for such access. Without diminishing the District's obligation to provide access as required herein, the Parties acknowledge that Designer/Builder intends to install the Generating Facilities at the Sites in accordance with the Project Schedule and that the Contract Price and Contract Time are based on those parameters.
17. **PROTECTION OF WORK AND PROPERTY:** The Designer/Builder shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Designer/Builder, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

18. **OTHER CONTRACTS/CONTRACTORS:** District reserves the right to let other contracts, and/or to perform work with its own forces, in connection with other work at the School Sites. Designer/Builder shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly coordinate and connect Designer/Builder's Work with the work of other contractors. In addition to Designer/Builder's obligation to protect its own Work, Designer/Builder shall protect the work of any other contractor that Designer/Builder encounters while working on the Project. Nothing herein contained shall be interpreted as granting to Designer/Builder exclusive occupancy of the Site, the Premises, or of the Project. Designer/Builder shall not cause any unnecessary hindrance or delay to the use and/or school operation(s) of the Premises and/or to District or any other contractor working on the Project. If simultaneous execution of any contract or school operation is likely to cause interference with performance of Designer/Builder's Contract, Designer/Builder shall coordinate with those contractor(s), person(s), and/or entity(s) and shall submit to the District a PCO based on that coordination.
19. **ASSIGNMENT OF CONTRACT:** The Designer/Builder shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District. This provision shall not limit the Designer/Builder's right to subcontract portions of its Work to other entities and assign this Contract and all related contracts without the consent of the District (i) to direct affiliate of Designer/Builder; (ii) to an entity that is controlled by, controls, or is under common control with Designer/Builder; or (iii) pursuant to a merger, consolidation, transfer of substantially all its assets, or by operation of law. This Contract will be binding on, enforceable by, and inure to the benefit of, the Parties and their respective successors and permitted assigns. Any assignment made in contravention of this clause shall be void and unenforceable.
20. **COMPLETION:**
- 20.1. **Walk-Through as Prerequisite to Determination of Completion.** When the Designer/Builder believes that the Work is complete except for minor corrective items, it shall so notify the District. Promptly thereafter, the District shall schedule a final walk-through of the Project by the Designer/Builder, the Inspector and the District to determine whether and to what extent the Work is complete. Any erroneous claims of completion by the Designer/Builder resulting in a premature walk-through shall be at the Designer/Builder's sole cost and expense, and the District shall be entitled to reduce its payments to the Designer/Builder under the Contract by an amount equal to any costs incurred by the District due to the erroneous claims by the Designer/Builder that the Project is complete. Minor corrective (or "punch-list") items shall be identified in the final walk-through of the Project. Notwithstanding the provisions listed prior, the District shall accept as complete the different scope of work as each is completed, at different dates, as opposed to waiting for the entire Work to be completed prior to issuance of its Acceptance of Work.
- 20.2. **District's Acceptance of Work.** The District, in its sole discretion, may either (a) accept the Work as complete notwithstanding the need to complete minor corrective items (as distinguished from incomplete items), if the Work has otherwise been completed to the satisfaction of the District and the Inspector, or (b) refrain from accepting the Work as complete until the entire Work and all portions thereof, including all punch-list items, have been completed to the satisfaction of the District and the Inspector. The Work shall only be accepted as complete by an action of the District's School Board ("**Completion**").
- 20.3. **Notice of Completion.** Once the District has accepted the Work as indicated herein, the District shall thereafter cause a Notice of Completion to be recorded in the County Recorder's Office.
- 20.4. **Designer/Builder's Failure to Correct Punch-List Items.** If the Designer/Builder fails to complete the minor corrective items prior to the expiration of the thirty-five (35) day period immediately following recording of the Notice of Completion, the District shall withhold from the final payment owing to the Designer/Builder under the Contract an amount equal to 150% the estimated cost, as determined by the District, of each item until such time as the item is completed.
- 20.5. **Time is of the Essence:** Time is of the essence in the performance of and compliance with each of the

provisions and conditions of this Contract.

21. **BENEFICIAL USE:** District reserves the right to receive beneficial use of the Work before formal Contract completion and upon receipt of Permission to Operate Letter and/or Permission to Interconnect from the Utility. Beneficial use shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall beneficial use extend the date specified for Completion of the Work. The Parties may mutually agree that the date that the Generating Facilities begin producing power can be deemed the date of system start up for sake of the Performance Guarantee.

22. **FORCE MAJEURE CLAUSE:**

22.1. The term "Force Majeure" shall mean those events caused beyond the control of the affected Party and which by the exercise of due diligence such Party could not reasonably avoid and which it has been unable to overcome, including acts of God and public enemy; fire; epidemics, landslides, volcanic activity, terrorism, strike; loss or shortage of transportation facilities; lock-out; commandeering of materials, product, plant, or facilities by the government; relocation or construction of transmission facilities or the shutdown of such facilities for the purpose of necessary repairs; work by local utility directly impacting the Project; flood; earthquaketornado; severe storm; civil disobedience; sabotage; restraint by court order or public authority (whether valid or invalid); which is beyond the control of the affected Party and which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which it has been unable to overcome.

22.2. Neither party shall be considered to be in default in the performance of any material obligation hereunder during the time and to the extent that it is prevented from obtaining delivery or performing by a Force Majeure event. Neither Party shall be relieved of its obligation to perform if such failure is due to causes arising out of its own negligence or due to removable or remediable causes which it fails to remove or remedy with the exercise of diligent efforts within a reasonable time period. Either Party rendered unable to fulfill any of its obligations under this Contract by reason of an event of Force Majeure shall give prompt written notice of such fact to the other Party. Notwithstanding a Force Majeure event, the party claiming such an event must provide satisfactory evidence that the event caused the delay or lack of performance and was not due to the fault or neglect of the party claiming a Force Majeure event.

22.3. Designer/Builder is aware that governmental agencies and utilities, including, without limitation, the Division of the State Architect, the Department of General Services, gas companies, electrical utility companies, water districts, and other agencies ("Review Agencies") may have to approve Designer/Builder -prepared drawings or approve a proposed installation. Designer/Builder has included in the Project Schedule, time for possible review of its drawings and for reasonable delays and damages that may be caused by such agencies. Designer/Builder is entitled to additional time in the Project Schedule for review of Designer/Builder's drawings or other approvals from the Division of the State Architect, the Department of General Services, gas companies, electrical utility companies, water districts, and other agencies, if all of the following conditions have been satisfied:

22.3.1. The time for this review is in excess of the time expressly allocated for this review in the Project Schedule;

22.3.2. If Designer/Builder has diligently pursued approval from the Review Agencies;

22.3.3. Designer/Builder's drawings and proposed installation are consistent with IR 16-8 as of the date of this Contract; and

22.3.4. Designer/Builder's drawings and proposed installation are consistent with Designer/Builder's pre-check(ed) ("PC") design as of the date of this Contract, where applicable, except as modified at the District's request.

23. **INDEMNIFICATION / HOLD HARMLESS CLAUSE:** To the furthest extent permitted by California law, Designer/Builder shall defend, indemnify, and hold harmless the District, its trustees, members, agents, representatives, officers, consultants, employees, and volunteers (the "indemnified parties") from any and all

demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Contract to the extent the claims are caused by the negligence, recklessness, or willful misconduct of Designer/Builder. The District shall have the right to accept or reject any legal representation that Designer/Builder proposes to defend the District. However, such acceptance shall not be unreasonably withheld. This indemnification, defense, and hold harmless obligation includes any failure or alleged failure by Designer/Builder to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract in strict accordance with their terms, and without limitation, any stop notice actions or liens, including liens by the California Department of Labor Standards Enforcement.

#### **24. PAYMENT:**

- 24.1. On a monthly basis, Designer/Builder shall submit a draft ("pencil copy") of an application for payment based upon the estimated value for materials delivered or Services performed under the Contract as of the date of submission ("Application for Payment") and consistent with the information in **Exhibit D**, and invoiced separately for each School Site.
- 24.2. At a mutually-agreeable time and manner (e.g., in person, via phone, etc.), the Parties shall discuss that pencil copy Application for Payment and in good faith attempt to agree on the content of what can be in the formal Application for Payment. This discussion will occur within ten (10) days of the District's receipt of that pencil copy Application for Payment.
- 24.3. After the Parties' discussion of the pencil copy Application for Payment, Design/Builder may issue its formal Application for Payment. Within fourteen (14) days after receipt of Design/Builder's Application for Payment, District shall notify Design/Builder in writing, if the District continues to dispute any portion of the Application for Payment. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Designer/Builder's obligations under the Contract which Designer/Builder has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Designer/Builder; (7) unauthorized deviations from the Contract; (8) failure of the Designer/Builder to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Designer/Builder of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Designer/Builder is liable under the Contract; and (11) any other sums which the District is entitled to recover from Designer/Builder under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain 5% from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107 and 7200.
- 24.4. Within thirty (30) days after District's receipt of the Application for Payment, Designer/Builder shall be paid a sum equal to ninety-five percent (95%) of the undisputed value of the Work performed (Assuming the value of the Work performed is verified by Inspector and certified by Designer/Builder) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld.
- 24.5. Payment for material stored on or off the School Sites is allowed at the sole discretion of the District. If allowed, proof of off-site material purchases (invoices and checks and/or bills of lading) and appropriate insurance coverage will be required. The Designer/Builder shall furnish to the District written consent from the Surety approving the advanced payment for materials stored off site. The maximum prepayment allowed by the District shall be one hundred (100%) percent of the actual

value of the item being considered, less retention as indicated above. The District shall be the sole judges of fair market value. The Designer/Builder shall protect stored materials from damage. Damaged materials, even though paid for, shall not be incorporated into the Work.

24.6. For its Application for Payment to be due, owing and payable, the Designer/Builder must submit an updated Project Schedule with its Application for Payment.

24.7. **Allowances.** For any allowances identified herein, Designer/Builder shall be permitted to charge its time, materials, and other items in the identical structure as a Change Order. Designer/Builder shall invoice only for components of the Work encompassed by the allowance description. Any unused allowance or unused portion thereof shall be deducted from the Contract Price. However, if Designer/Builder's costs exceed the allowance, the District shall reimburse Designer/Builder for such excess if approved in advance in a Change Order.

**25. PERMITS, APPROVALS, AND LICENSES:**

25.1. The Designer/Builder and all of its employees, agents, and subcontractors shall secure and maintain in force, at Designer/Builder's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or Services herein listed with the exception of any mitigation measures required to obtain or maintain CEQA compliance.

25.2. Designer/Builder is responsible for obtaining on behalf of the District and at Designer/Builder's expense, all permits and approvals (including DSA approval), required for the building, installation, and start-up of the Work hereunder which are required to complete the Project.

25.3. District will cooperate fully with and assist Designer/Builder's obtaining all permits and approvals required under this Contract.

25.4. The District shall be responsible for obtaining any CEQA related approvals and exemptions as applicable.

26. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Designer/Builder is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Designer/Builder shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Designer/Builder shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

27. **DISABLED VETERAN BUSINESS ENTERPRISES:** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building (SFP Funds) to have a participation goal of at least 3 percent, per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). Designer/Builder shall make reasonable efforts to solicit and utilize DVBEs during the performance of its Work, subject to the availability of DVBEs which meet Designer/Builder's professional standards to perform the Work and Services within the Contract Time at a competitive price, and shall submit prior to beginning performance of the Work, appropriate documentation to the District identifying any steps Designer/Builder has taken to solicit DVBE participation in conjunction with this Contract.

28. **PAYMENT BOND AND PERFORMANCE BOND:** The Designer/Builder shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District. All performance bond liability will cease one (1) year from the completion date of the work of this Contract. The balance of any warranty or guarantee beyond one year required by District shall continue to be guaranteed solely by Designer/Builder. The payment bond liability will cease at the termination of any time required by law. Notwithstanding anything to the contrary in the Contract, the Payment (Labor and Material) Bond and the Performance Bond are not applicable to the Performance Guarantee.

29. **DESIGNER/BUILDER'S INSURANCE:** Designer/Builder has in force, and during the term of this Contract shall maintain in force with the minimum indicated limits, the following insurance. All policies shall contain waivers of subrogation against the District. All of Designer/Builder's insurance shall be with **admitted** insurance companies with an A.M. Best rating of no less than **A: VII.**
- 29.1. **Commercial General Liability Insurance.** Coverage to be written on an occurrence form. Coverage to be at least as broad as ISO form CG 002 (07/98), without endorsements that limit the policy terms with respect to: (1) the definition of an Insured Contract, (2) provisions for severability of interest, (3) explosion, collapse, underground hazard:
- \$2,000,000 per occurrence for Bodily Injury and Property Damage
  - \$4,000,000 General Aggregate - other than Products/Completed Operations
  - \$4,000,000 Products/Completed Operations Aggregate
  - \$1,000,000 Personal & Advertising Injury
  - \$1,000,000 Fire Damage
- 29.2. **Automobile Liability.** Coverage to be written on an occurrence form. Coverage for any auto, including all owned, hired and non-owned vehicles: combined single limit of \$1,000,000;
- 29.3. **Excess Liability Insurance.** Coverage to be written on an occurrence form. Coverage terms and limits to apply excess of the per occurrence and/or aggregate limits provided for Commercial General Liability, Auto Liability and Professional Liability. Coverage terms and limits to also apply in excess of those required for Employers Liability:
- \$10,000,000 each occurrence
  - \$10,000,000 aggregate
- 29.4. **Professional Liability insurance.** Coverage to be written on an occurrence-made form:
- \$1,000,000 per occurrence
  - \$2,000,000 aggregate
- 29.5. **Workers Compensation:** Statutory limits; and
- 29.6. **Employers' Liability:** \$1,000,000.
- Bodily Injury by accident \$1,000,000 each accident
  - Bodily Injury by disease \$1,000,000 each employee
  - Bodily Injury by disease \$1,000,000 policy limit
- 29.7. Commercial General Liability, Automobile Liability, Workers Compensation, and Employer's Liability limits may be reached through a combination of primary and umbrella/excess policies. The Designer/Builder shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for worker's compensation insurance and professional liability insurance, the District, shall be named as an additional insured on all policies. The Designer/Builder's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. The Designer/Builder shall not allow any subcontractor, employee, or agent to commence work on this Contract or any subcontract until the insurance required of the Designer/Builder of the subcontractor, or agent has been obtained.
- 29.8. **Builder's Risk Insurance: Builder's Risk "All Risk" Insurance.** Designer/Builder shall procure and maintain, during the life of this Contract, Builder's Risk (Course of Construction), or similar first party

property coverage acceptable to the District, issued on a replacement cost value basis. The cost shall be consistent with the total replacement cost of all insurable Work included within the Contract Documents. Coverage is to insure against all risks of accidental physical loss and shall include without limitation the perils of vandalism and/or malicious mischief (both without any limitation regarding vacancy or occupancy), sprinkler leakage, civil authority, theft, sonic disturbance, earthquake, flood, collapse, wind, fire, war, terrorism, lightning, smoke, and rioting. Coverage shall include debris removal, demolition, increased costs due to enforcement of all applicable ordinances and/or laws in the repair and replacement of damaged and undamaged portions of the property, and reasonable costs for the design and engineering services and expenses required as a result of any insured loss upon the Work and Project, including completed Work and Work in progress, to the full insurable value thereof.

30. **WARRANTY/QUALITY:** Except for any longer warranty called for elsewhere in the Contract and except for the specific warranties that are made part of the Contract as **Exhibit F**, attached hereto and incorporated by this reference, Designer/Builder, manufacturer, or assigned agents shall guarantee the Work or Services performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from date of Completion of the Work or when District accepts Beneficial Use, whichever comes first. If the District accepts Beneficial Use, Designer/Builder shall prepare a list of exceptions for specific items or components for which the period of warranty shall not commence ("Exception List"). District shall approve the Exception List. The period of warranty for any item on the Exception List shall commence upon District's acceptance of that item's Beneficial Use or completion of that item, whichever comes first. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards. This warranty shall not apply to (a) equipment that has been repaired or altered by other than Designer/Builder so as to affect the same adversely, or (b) equipment that has been subject to negligence, accident or damage by circumstances beyond Designer/Builder's control, or improper operation, maintenance or storage, or other than normal use and service. The Parties agree that any implied warranties of merchantability or fitness for a particular purpose shall also expire at the same time as the express warranties stated in this section.
31. **CONFIDENTIALITY:** To the extent permitted by applicable law, the Parties shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that the Parties encounter during the Project and/or pursuant to the Contract. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.
32. **CONFLICT OF INTEREST:** Designer/Builder understands that its professional responsibility is solely to the District. Designer/Builder warrants that it and its employees and/or subcontractors presently have no interest and will not acquire any direct or indirect interest that would conflict with its performance under this Contract, including, without limitation, any direct and/or indirect interest with: (a) entity(ies) performing construction in the same discipline and in competition with any contractor on a District project; (b) entity(ies) connected or related to a trade union or joint labor management committee; (c) the District.
33. **COMPLIANCE WITH LAWS:** Designer/Builder shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified, including all "Interpretation(s) of Regulations" issued by DSA on or before the date of this Contract. If Designer/Builder observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Designer/Builder shall notify the District, in writing, and, at the sole option of the District, any necessary changes shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Designer/Builder's receipt of a written termination notice from the District. If Designer/Builder performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Designer/Builder shall bear all costs arising therefrom.
34. **DISTRICT'S RIGHT TO AUDIT:** District retains the right to review and audit, and the reasonable right of access to Designer/Builder's and any sub-consultant's premises to review and audit the Designer/Builder's compliance with the provisions of this Contract ("District's Right"). The District's Right includes the right to inspect, photocopy, and to retain copies, outside of the Designer/Builder's premises, of any and all Project-



related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.

- 34.1. The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines are necessary to discover and verify that the Designer/Builder is in compliance with all requirements of this Contract.
  - 34.2. If there is a claim for additional compensation or for extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.
  - 34.3. The Designer/Builder shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. The Designer/Builder shall make available to the District for review and audit, all Project-related accounting records and documents, and any other financial data. Upon District's request, the Designer/Builder shall submit exact duplicates of originals of all requested records to the District.
  - 34.4. The Designer/Builder shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all sub-consultants.
  - 34.5. The Designer/Builder shall retain all Project-related records and other information with appropriate safeguards during the Term of this Contract and for a minimum of five (5) years thereafter.
35. Designer/Builder shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Designer/Builder's Project-related records and information.

**36. DISPUTES/CLAIMS:**

- 36.1. **Claim.** The term "Claim" means a written demand by the Design/Builder sent by registered mail or certified mail with return receipt requested for:
  - 36.1.1. An extension of the Contract Time, including relief from damages or penalties assessed by the District for delay;
  - 36.1.2. Payment of money or damages arising from work done by, or on behalf of, the Design/Builder pursuant to the Contract and payment that is not otherwise expressly provided for in the Contract Documents or to which the Design/Builder is not otherwise entitled; or
  - 36.1.3. Payment of an amount that is disputed by the District.
- 36.2. **Submission of Claim.** A Claim arises upon the District's rejection of a request by the Design/Builder for a Change Order. The Design/Builder shall submit the Claim by registered mail or certified mail with return receipt requested to the District's Director of construction and Modernization, with a copy to the Project Manager/Construction Manager. The Design/Builder shall submit its Claim in writing, together with all Supporting Documentation no later than the earlier of either: (1) thirty (30) days after the date the Claim arises; or (2) sixty (60) days after the date of Completion. It is the intent of the District to evaluate and resolve Claims with the Design/Builder as close to the events giving rise to such Claims as possible and to avoid stale or late Claims, including late notice and documenting of Claims, and to timely mitigate the issue, event, condition, circumstance and/or cause of the Claim and any adverse impacts or damages related thereto. Should the Design/Builder fail to submit a Claim by the deadline set forth in this Article, Design/Builder waives and releases such Claim, including all rights and remedies in connection therewith.
- 36.3. **Contents of Claim.** A Claim must include all Supporting Documentation and a statement identifying it as a Claim signed by an authorized agent or officer of the Design/Builder under penalty of perjury and

including the following language immediately above or before the Design/Builder's signature: "I declare under penalty of perjury under the laws of the State of California that the information provided and statements made in this Claim are true and correct, substantiated and of merit." The Design/Builder recognizes and acknowledges that this requirement is not a mere formality but is intended to ensure that the Design/Builder only submits Claims that it believes are true and correct, substantiated and have merit. Should Design/Builder fail to submit the foregoing written statement signed under penalty of perjury, Design/Builder waives and releases its Claim, including all rights and remedies in connection thereto.

- 36.4. **Subcontractor Claims.** Pursuant to Public Contract Code § 9204(d)(5), a Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that the Design/Builder submit to the District a claim for work which was performed by the Subcontractor or by a lower tier Subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the claim be submitted to the District shall furnish reasonable documentation to support the claim. Regardless of whether or not the Design/Builder decides to submit the Subcontractor's claim to the District, Design/Builder shall provide a copy of the Subcontractor's written request, including all supporting documentation, to the Project Manager/Construction Manager within ten (10) days of Design/Builder's receipt of the request. In the event the Design/Builder agrees to submit a Subcontractor's claim to the District, the Design/Builder shall submit such claim as a request for a Change Order, unless such claim was previously submitted to the District as a request for a Change Order. Within forty-five (45) days of receipt of the Subcontractor's written request, the Design/Builder shall notify the Subcontractor in writing as to whether the Design/Builder submitted the claim to the District and, if the Design/Builder did not submit the claim, the Design/Builder shall provide the Subcontractor with a written statement of the reasons for not having done so and shall concurrently provide a copy of such written statement to the Project Manager/Construction Manager. In the event the Design/Builder includes supporting documentation with such written statement, the Design/Builder shall concurrently provide a copy of such supporting documentation to the Project Manager/Construction Manager. If the Design/Builder submits a Claim on behalf of a Subcontractor, the Claim shall include a statement in writing and signed by an authorized agent or officer of the Design/Builder under penalty of perjury that includes the following language immediately above or before the Design/Builder's signature: "I declare under penalty of perjury under the laws of the State of California that [insert name of Design/Builder] has thoroughly evaluated the claim of [insert name of Subcontractor] and determined that the information provided and statements made in the claim are true and correct, substantiated and of merit."
- 36.5. **District Review of Claim.** Upon receipt of a Claim, the District shall review the Claim and, within a period not to exceed forty-five (45) days, shall provide Design/Builder a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and the Design/Builder may, by mutual written agreement, extend the forty-five (45) day time period. The District shall process and make payment of any undisputed portion of a Claim within sixty (60) days after the District issues its written statement. Failure by the District to provide a written statement in response to a Claim from the Design/Builder within the forty-five (45) day time period, or within an agreed upon extended time period, shall result in the Claim being deemed rejected in its entirety. A Claim that is rejected by reason of the District's failure to respond, or failure to timely respond, to the Claim shall not constitute an adverse finding regarding the merits of the Claim or the claimant's responsibility or qualifications.
- 36.6. **Meet and Confer Meeting.** If the Design/Builder disputes the District's written response, or if the District fails to respond within the time frame prescribed above, the Design/Builder, within fifteen (15) days of the District's written response or, if the District fails to respond, within fifteen (15) days after the District's response was due, may demand, in a writing sent to the District's Superintendent by registered mail or certified mail, return receipt requested, with a copy to the District's Director of Construction and Modernization, and Project Manager/Construction Manager, an informal conference to meet and confer for settlement of the issues in dispute. The District shall schedule a

meet and confer conference within thirty (30) days of its receipt of the Design/Builder's written demand.

- 36.7. **Mediation.** Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the District shall provide the Design/Builder a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the District issues its written statement. Any disputed portion of the Claim, as identified by the Design/Builder in writing, shall be submitted to nonbinding mediation. The expenses and fees of the mediator and the administrative fees shall be divided among the parties equally. Each party shall pay its own legal fees, witness fees, and other expenses. The District and the Design/Builder shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. The foregoing notwithstanding, pursuant to Public Contract Code § 9204(f), the parties may mutually agree in writing to waive mediation.
- 36.8. Pending resolution of the dispute, Design/Builder agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute.
- 36.9. Nothing in this Article shall prevent the Parties from resolving any disputes or claims pursuant to Public Contract Code section 20104, et seq., if applicable.
- 36.10. Nothing in this Contract, waives, modifies or tolls the Design/Builder's obligation to present a timely claim under Government Code § 910, et seq. Therefore, in addition to complying with the contractual Claims procedures, the Design/Builder is required to present claims to the District pursuant to Government Code § 910, et seq.
37. **LABOR, WAGE & HOUR, APPRENTICE AND RELATED PROVISIONS**
- 37.1. **Designer/Builder & Subcontractor Registration**
- 37.1.1. Designer/Builder shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations. Labor Code section 1771.1(a) states the following:
- “A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”
- 37.1.2. Designer/Builder acknowledges that, for purposes of Labor Code section 1725.5, all or some of the Work is a public work to which Labor Code section 1771 applies. Designer/Builder shall comply with Labor Code section 1725.5, including without limitation the registration requirements. Additionally, all Contractor's Subcontractors shall comply with Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of

the Contract. Designer/Builder represents that all of its Subcontractors are registered pursuant to Labor Code section 1725.5.

- 37.1.3. The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Designer/Builder shall post job site notices, as prescribed by regulation. Designer/Builder shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project.

37.2. **Wage Rates, Travel and Subsistence**

- 37.2.1. Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, division 2, of the Labor Code of California, the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute this Contract are on file at the District's principal office and copies will be made available to any interested party on request. Designer/Builder shall obtain and post a copy of these wage rates at the job site.
- 37.2.2. Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the above specified rate of per diem wages, unless otherwise specified. The holidays upon which those rates shall be paid need not be specified by the District, but shall be all holidays recognized in the applicable collective bargaining agreement. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code.
- 37.2.3. Designer/Builder shall pay and shall cause to be paid each worker engaged in Work on the Project not less than the general prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations ("DIR") ("Director"), regardless of any contractual relationship which may be alleged to exist between Designer/Builder or any Subcontractor and such workers.
- 37.2.4. If during the period this bid is required to remain open, the Director determines that there has been a change in any prevailing rate of per diem wages in the locality in which the Work under the Contract is to be performed, such change shall not alter the wage rates in the Notice to Bidders or the Contract subsequently awarded.
- 37.2.5. Pursuant to Labor Code section 1775, Designer/Builder shall, as a penalty to District, forfeit the statutory amount, (currently not to exceed two hundred dollars (\$200) for each calendar day, or portion thereof), for each worker paid less than the prevailing rates, as determined by the District and/or the Director, for the work or craft in which that worker is employed for any public work done under Contract by Designer/Builder or by any Subcontractor under it.
- 37.2.5.1. The amount of the penalty shall not be less than forty dollars (\$40) for each calendar day, or portion thereof, unless the failure of Designer/Builder was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of Contractor.
- 37.2.5.2. The amount of the penalty shall not be less than eighty dollars (\$80) for each calendar day or portion thereof, if Designer/Builder has been assessed penalties within the previous three (3) years for failing to meet Contractor's prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.
- 37.2.5.3. The amount of the penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, if the Labor Commissioner determines the Designer/Builder willfully violated Labor Code section 1775.

37.2.5.4. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by Contractor.

37.2.6. Any worker employed to perform Work on the Project, which Work is not covered by any classification listed in the general prevailing wage rate of per diem wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to Work to be performed by him, and such minimum wage rate shall be retroactive to time of initial employment of such person in such classification.

37.2.7. Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay, and apprenticeship or other training programs authorized by section 3093, and similar purposes.

37.2.8. Designer/Builder shall post at appropriate conspicuous points on the Site of Project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned. In addition, Designer/Builder shall post a sign-in log for all workers and visitors to the Site, a list of all subcontractors of any tier on the Site, and the required Equal Employment Opportunity poster(s).

**37.3. Hours of Work**

37.3.1. As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code, eight (8) hours of labor shall constitute a legal days work. The time of service of any worker employed at any time by Designer/Builder or by any Subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract shall be limited and restricted by Designer/Builder to eight (8) hours per day, and forty (40) hours during any one week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, Work performed by employees of Designer/Builder in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

37.3.2. Designer/Builder shall keep and shall cause each Subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by Designer/Builder in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of District and to the Division of Labor Standards Enforcement of the DIR.

37.3.3. Pursuant to Labor Code section 1813, Designer/Builder shall as a penalty to the District forfeit the statutory amount (believed by the District to be currently twenty five dollars (\$25)) for each worker employed in the execution of this Contract by Designer/Builder or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code.

37.3.4. Any Work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to the District.

**37.4. Payroll Records**

37.4.1. If requested by the District, Designer/Builder shall provide to the District and shall cause each Subcontractor performing any portion of the Work to provide the District and an accurate and certified payroll record ("CPR(s)"), showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week,

and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Designer/Builder and/or each Subcontractor in connection with the Work.

37.4.1.1. In addition to any other requirements pursuant to Labor Code sections 1770, et seq., the CPRs enumerated hereunder shall be certified.

37.4.2. All CPRs shall be available for inspection at all reasonable hours at the principal office of Designer/Builder on the following basis:

37.4.2.1. A certified copy of an employee's CPR shall be made available for inspection or furnished to the employee or his/her authorized representative on request.

37.4.2.2. CPRs shall be made available for inspection or furnished upon request to a representative of District, Division of Labor Standards Enforcement, Division of Apprenticeship Standards, and/or the Department of Industrial Relations.

37.4.2.3. CPRs shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested CPRs have not been provided pursuant to the provisions herein, the requesting party shall, prior to being provided the records reimburse the costs of preparation by Contractor, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Contractor.

37.4.3. The form of certification for the CPRs shall be as follows:

I, \_\_\_\_\_ (Name-Print), the undersigned, am the \_\_\_\_\_  
\_\_\_\_\_ (Position in business) with the authority to act for and on behalf of \_\_\_\_\_  
\_\_\_\_\_ (Name of business and/or Designer/Builder), certify under penalty of perjury that the records or copies thereof submitted and consisting of \_\_\_\_\_  
(Description, number of pages) are the originals or true, full, and correct copies of the originals which depict the payroll record(s) of actual disbursements by way of cash, check, or whatever form to the individual or individual named, and (b) we have complied with the requirements of sections 1771, 1811, and 1815 of the Labor Code for any work performed by our employees on the Project.

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

(Section 16401 of Title 8 of the California Code of Regulations)

37.4.4. Designer/Builder and all Subcontractors shall file a certified copy of the CPRs with the entity that requested the records within ten (10) days after receipt of a written request.

37.4.5. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by District, Division of Apprenticeship Standards, or Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Designer/Builder awarded Contract or performing Contract shall not be marked or obliterated.

37.4.6. Designer/Builder shall inform District of the location of the records enumerated hereunder, including the street address, city, and county, and shall, within five (5) working days, provide a notice of change of location and address.

- 37.4.7. In the event of noncompliance with the requirements of this section, Designer/Builder shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Designer/Builder must comply with this section. Should noncompliance still be evident after the ten (10) day period, Designer/Builder shall, as a penalty to District, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of Division of Apprenticeship Standards or Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.
- 37.4.8. It shall be the responsibility of Designer/Builder to ensure compliance with the provisions of Labor Code section 1776.

**37.5. Apprentices**

- 37.5.1. Designer/Builder acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code section 1777.5, then this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of Designer/Builder to ensure compliance with this Article and with Labor Code section 1777.5 for all apprenticeship occupations.
- 37.5.2. Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.
- 37.5.3. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he/she is employed, and shall be employed only at the work of the craft or trade to which she/he is registered.
- 37.5.4. Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprentice agreements under chapter 4 (commencing at section 3070), division 3, of the Labor Code, are eligible to be employed. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she is training.
- 37.5.5. Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Designer/Builder and any Subcontractors employing workers in any apprenticeable craft or trade in performing any Work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Designer/Builder or Subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the Work.
- 37.5.6. Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Designer/Builder and any Subcontractor may be required to make contributions to the apprenticeship program.
- 37.5.7. If Designer/Builder or Subcontractor willfully fails to comply with Labor Code section 1777.5, then, upon a determination of noncompliance by the Administrator of Apprenticeship, it shall:
- 37.5.7.1. Be denied the right to bid on any subsequent project for one (1) year from the date of such determination;
- 37.5.7.2. Forfeit as a penalty to District the full amount as stated in Labor Code section 1777.7. Interpretation and enforcement of these provisions shall be in accordance with the rules and procedures of the California Apprenticeship Council and under the authority of the Chief of the Division of Apprenticeship Standards.
- 37.5.8. Designer/Builder and all Subcontractors shall comply with Labor Code section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.

- 37.5.9. Designer/Builder shall become fully acquainted with the law regarding apprentices prior to commencement of the Work. Special attention is directed to sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and title 8, California Code of Regulations, section 200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California 94102.
- 37.5.10. Designer/Builder shall ensure compliance with all certification requirements for all workers on the Project including, without limitation, the requirements for electrician certification in Labor Code sections 108, et seq.
- 37.6. **Non-Discrimination**
- 37.6.1. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, national origin, ancestry, religion, age, physical or mental disability, sex, or sexual orientation of such person, and therefore the Designer/Builder agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Designer/Builder agrees to require like compliance by all its subcontractor(s).
- 37.6.2. Special requirements for Federally Assisted Construction Contracts: During the performance of this Contract, Designer/Builder agrees to incorporate in all subcontracts the provisions set forth in Chapter 60-1.4(b) of Title 41 published in Volume 33 No. 104 of the Federal Register dated May 28, 1968.
- 37.7. **Labor First Aid**. Designer/Builder shall maintain emergency first aid treatment for Contractor's workers on the Project which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.) the California Occupational Safety and Health Act of 1973, and all related regulations, including without limitation section 330 et seq. of Title 8 of the California Code of Regulations.
38. **ANTI-TRUST CLAIM:** Designer/Builder and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Designer/Builder, without further acknowledgment by the Parties.
39. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a County in which the District administration office is located.
40. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
41. **BINDING CONTRACT:** This Contract shall be binding upon the Parties and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.
42. **DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.
43. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.
44. **ENTIRE CONTRACT:** This Contract sets forth the entire Contract between the Parties and fully supersedes any and all prior agreements, understanding, written or oral, between the Parties pertaining to the subject matter



thereof. This Contract may be modified only by a writing upon mutual consent.

45. **OWNERSHIP OF CERTAIN PROPRIETARY PROPERTY RIGHTS:** District shall not, by virtue of this Contract, acquire any interest in any formulas, patterns, devices, secret inventions or processes, copyrights, patents, other intellectual or proprietary rights, or similar items of property which are or may be used in connection with the equipment. Designer/Builder shall grant to District a perpetual, irrevocable royalty-free license for any and all software or other intellectual property rights necessary for District to continue to operate, maintain, and repair the equipment in a manner that will yield maximum energy production and/or energy consumption reductions.
46. **OWNERSHIP OF ANY EXISTING EQUIPMENT:** Ownership of any equipment and materials presently existing at the Facilities at the time of execution of this Contract shall remain the property of the District even if it is replaced or its operation made unnecessary by work performed by Designer/Builder pursuant to this Contract. If applicable, Designer/Builder shall advise District in writing of all equipment and materials that will be replaced at the Facilities and District shall, within five (5) business days of Designer/Builder' notice, designate in writing to Designer/Builder which replaced equipment and materials that should not be disposed of off-site by Designer/Builder (the "Retained Items"). It is understood and agreed to by both Parties that District shall be responsible for and designate the location and storage for the Retained Items. Designer/Builder shall be responsible for the disposal of replaced equipment and materials, except for the Retained Items. Designer/Builder shall use commercially reasonable efforts to remove the Retained Items in such a manner as to avoid damage thereto, or if it is unreasonable to avoid damage altogether, to minimize the damage done.
47. **UTILITY WORK:** District expressly understands and agrees that the definition "Force Majeure" above also includes any Interconnection Facilities work that may need to be performed by the local Utility ("Utility") in order for Designer/Builder to fully implement the Project. "Interconnection Facilities" shall mean any distribution or transmission lines and other facilities that may be required to connect equipment supplied under this Contract to an electrical distribution/transmission system owned and maintained by the Utility. Any Interconnection Facilities work that may be required will be performed by the Utility under a separate contract between District and the Utility. Designer/Builder shall prepare all Interconnection Facilities documentation, and collect all Interconnection Facilities information in a time frame to ensure maximum benefit to the District and to comply with all requirements. Designer/Builder shall also cooperate and assist the District in facilitating the Interconnection Facilities work.
48. **REBATE PROGRAMS:** On behalf of the District, Designer/Builder shall prepare and submit to the applicable agencies all applications and documentation necessary for all available energy production and/or energy efficiency rebate(s), incentive(s), and/or loan program(s) ("Incentive Funds"). This shall include actions necessary to ensure compliance with the Utility's net metering program and all interconnection agreements and related documents for the District's participation and utilization of the benefits of that program. While Designer/Builder has extensive experience in assisting Districts with procuring Incentive Funds for school districts, Designer/Builder cannot guarantee that these Incentive Funds will be received by the District. Procurement, or lack thereof, of these Incentive Funds will not alter the Contract Amount of this Contract, or payment timeline associated with standard progress invoicing and payments.
49. **RESPONSIBILITIES OF THE DISTRICT**
- 49.1. The District shall examine the documents submitted by the Designer/Builder and shall render decisions so as to avoid unreasonable delay in the process of the Designer/Builder's Services.
- 49.2. The District shall verbally or in writing advise the Designer/Builder if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Designer/Builder's documents. Failure to provide such notice shall not relieve Designer/Builder of its responsibility therefore, if any.
- 49.3. Unless the District and the Designer/Builder agree that a hazardous materials consultant shall be a consultant of the Designer/Builder, the District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Designer/Builder and deemed necessary by the District or are requested by the District. These services shall include:

asbestos and lead paint survey; abatement documentation; and specifications related to said matters which are to be incorporated into bid documents prepared by Designer/Builder. If the hazardous materials consultant is furnished by the District and not a consultant of the Designer/Builder, the specifications shall include a note to the effect that they are included in the Designer/Builder's bid documents for the District's convenience and have not been prepared or reviewed by the Designer/Builder. The note shall also direct questions about the specifications to its preparer.

- 49.4. District personnel and/or its designated representatives shall coordinate with Designer/Builder as may be requested and desirable for the coordination or management of work related to the Project.
- 49.5. The District shall provide to the Designer/Builder all relevant information it knows it possesses regarding the Project that the Designer/Builder needs to perform its Services. The District shall provide this information and its decisions required under this Contract in a timely manner and to avoid unreasonable delay in the Project.
- 49.6. The District will pay for all fees associated with any rebate programs for programs the District wishes to participate in.

**50. LIABILITY OF DISTRICT**

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

**EXHIBIT A**  
**(SCOPE OF SERVICES)**

**[THIS IS A SAMPLE ONLY. THE SCOPE OF SERVICES SHALL BE AGREED UPON BY THE DISTRICT AND DESIGN/BUILDER AND CAN BE REVISED IF REQUIRED.]**

**Article 1.** Designer/Builder agrees to provide the services described below at the following school sites:

	<b>SCHOOL SITE NAME</b>	<b>ADDRESS</b>
1.		
2.		

**Article 2. DESIGN SERVICES**

- 2.1. During the Design and Construction Phases of the Project, Designer/Builder will meet with District to review equipment, scope of work, and installation plans that relate to the design and construction of the Project.
- 2.2. During the course of the Work, and at least weekly, Designer/Builder will provide reports to the District of the general status and progress of the Work.
- 2.3. Although the Parties acknowledge that the Designer/Builder's Services are not completely severable between design, procurement, installation, construction, commissioning, and training, the following scope of services will be generally referred to as the Services that the Designer/Builder shall perform during the Design and Construction Phases of the Project, for the scope of work for which Designer/Builder is designing the Project, which shall be as indicated in the Construction Documents.
- 2.4. **Scope, Responsibilities, and Services of Designer/Builder**
  - 2.4.1. Designer/Builder shall provide Services that shall comply with professional engineering standards, recognized industry standards professional skill and judgment, and applicable requirements of federal, state, and local law.
  - 2.4.2. Designer/Builder acknowledges that all California school districts are now obligated to develop and implement storm water requirements.
  - 2.4.3. Designer/Builder shall contract for or employ at Designer/Builder's expense, consultant(s) to the extent deemed necessary for completion of its Services on the Project including, but not limited to, architects, mechanical, electrical, structural, civil engineers, landscape architects, low voltage, data, and telephone consultants as necessary, licensed as required by the State of California. Nothing in the foregoing procedure shall create any contractual relationship between the District and any consultant employed by the Designer/Builder under terms of the Contract.
  - 2.4.4. The District shall provide to Designer/Builder information and documentation that the District currently has related to the Site including geotechnical reports, topographic surveys, and related items. If Designer/Builder believes that the information or documentation the District provides is insufficient for purposes of design or if the Designer/Builder believes it needs additional information, including a topographical survey; geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; determinations of the location of all subsurface utilities; percolation tests; ground corrosion tests; resistivity tests; tests for

hazardous materials; tests for anticipating subsoil conditions; and/or other tests reasonably related to performance of the Project, the Designer/Builder shall inform the District of that fact and the Parties shall mutually agree on the items required and the process and responsibility to procure those items.

- 2.4.5. Designer/Builder shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination, or management of other work on the Site.
- 2.4.6. Where applicable, Designer/Builder shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies or their authorized agents, including, without limitation, California Department of Education (CDE), the Office of Public School Construction (OPSC), the Department of General Services (DGS), DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety, State Fire Marshal, County and City Health Inspectors and any regulatory office or agency that has authority for review and supervision of school district construction projects.
- 2.4.7. As required, Designer/Builder shall provide Services required to obtain local agencies' (e.g., City, County, etc.) approval for off-Site work related to the Project including review by regulatory agencies having jurisdiction over the Project, if applicable.
- 2.4.8. Designer/Builder shall coordinate with the District's DSA Project Inspector(s).
- 2.4.9. Designer/Builder shall use its best efforts to provide pictures downloaded to computer files, updated as requested by the District, that the District may use on its website. Pictures shall be limited to Designer/Builder's Project scope.
- 2.4.10. As part of the Services, Designer/Builder is NOT responsible for the following, however, it shall coordinate and integrate its Work with any of the following information and/or services provided by District:
  - 2.4.10.1. Ground contamination or hazardous material analysis.
  - 2.4.10.2. Any asbestos and/or lead testing, design or abatement.
  - 2.4.10.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Designer/Builder agrees to coordinate its Work with that of any CEQA consultants retained by the District, to provide any reasonably available information, such as current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District. If the District and/or its CEQA consultant do not provide mitigation measures to the Designer/Builder when reasonably required for incorporation into the Project design, the Designer/Builder may invoice the District for the work required to incorporate those mitigation measures as Extra Services.
  - 2.4.10.4. Historical significance report.

## 2.5. Designer/Builder Staff

- 2.5.1. The Designer/Builder has been selected to perform the Services herein because of its skills and expertise.
- 2.5.2. The Designer/Builder shall not change any of the key personnel without prior written approval by District, unless said personnel cease to be employed by Designer/Builder. In either case, District shall be allowed to interview and approve replacement personnel. Such approval shall not be unreasonably withheld or delayed.

- 2.5.3. If any designated lead or key person fails to perform to the reasonable satisfaction of the District, then upon written notice the Designer/Builder shall have five (5) days to remove that person from the Project and replace that person with one reasonably acceptable to the District.
- 2.5.4. Designer/Builder shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in “responsible charge” of persons who observe the construction.

## 2.6. Ownership of Data

- 2.6.1. Pursuant to Education Code section 17316, the Contract creates a non-exclusive and perpetual license for District to use, at its discretion, all plans, including, but not limited to, record drawings, specifications, and estimates that the Designer/Builder or its consultants, prepares or causes to be prepared pursuant to this Contract, limited to this Work.
- 2.6.2. The Designer/Builder retains all rights to all copyrights, designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that the Designer/Builder or its consultants prepares or causes to be prepared pursuant to this Contract.
- 2.6.3. The Designer/Builder shall perform the Services and prepare design documents under the Contract with the assistance of Computer Aided Design Drafting (CADD) (e.g., AutoCAD) Technology. The Designer/Builder shall deliver to the District, on request “thumb” drive, and/or compact disc format and compatible with AutoCAD 2006 (not .pdf). As to any drawings that Designer/Builder provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.
- 2.6.4. In order to document exactly what CADD information was given to the District, Designer/Builder and District shall each sign a “hard” copy of reproducible documents that depict the information at the time Designer/Builder produces the CADD information. District agrees to release Designer/Builder from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than the Designer/Builder or Consultant(s) subsequent to it being given to the District.
- 2.6.5. Following the termination of the Contract, for any reason whatsoever, the Designer/Builder shall promptly deliver to the District upon written request the following items (hereinafter “Instruments of Service”) in electronic format (Microsoft Word), assuming the District has made all payments to Designer/Builder as required by the termination provisions in this Contract.
  - 2.6.5.1. One set of the Contract, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
  - 2.6.5.2. Where applicable, one set of fixed image CADD files in DXF format of the drawings that are part of the Contract.
  - 2.6.5.3. Where applicable, one set of non-fixed image CADD drawing files in DXF and/or DWG format of the site plan, floor plans (architectural, plumbing, structural mechanical and electrical), roof plan, sections and exterior elevations of the Project.
  - 2.6.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, and reports prepared by the Designer/Builder under the Contract.
- 2.6.6. In the event the District changes or uses any fully or partially completed documents without the Designer/Builder’s knowledge and participation, the District agrees to release

Designer/Builder of responsibility for such changes, and shall indemnify, defend and hold the Designer/Builder harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees, on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of that change or use except to the extent the Designer/Builder is found to be liable in a forum of competent jurisdiction. In the event District uses any fully or partially completed documents without the Designer/Builder's full involvement, the District shall remove all title blocks and other information that might identify the Designer/Builder and the Designer/Builder's consultants.

- 2.7. **Certificate of Designer/Builder.** Designer/Builder certifies that the Designer/Builder is properly licensed under the laws and regulations of the State of California to provide the professional Services that it has herein agreed to perform.

**Article 3. DESIGN SERVICES BY PHASE**

- 3.1. **EARLY DESIGN PHASE(S).** Designer/Builder agrees to provide the services described below:

- 3.1.1. Designer/Builder shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other Services furnished by Designer/Builder under the Contract, as well as coordination with all Master plans, studies, reports and other information provided by District. Designer/Builder shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.
- 3.1.2. The District shall provide all information available to it to the extent the information relates to Designer/Builder's scope of work. This information shall include, if available,
  - 3.1.2.1. Physical characteristics;
  - 3.1.2.2. Legal limitations and utility locations for the Project site(s);
  - 3.1.2.3. Written legal description(s) of the Project site(s);
  - 3.1.2.4. Grades and lines of streets, alleys, pavements, and adjoining property and structures;
  - 3.1.2.5. Adjacent drainage;
  - 3.1.2.6. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
  - 3.1.2.7. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;
  - 3.1.2.8. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
  - 3.1.2.9. Surveys, reports, as-built drawings;
  - 3.1.2.10. Subsoil data, chemical data, and other data logs of borings;
  - 3.1.2.11. DSA Numbers for all buildings, as necessary to obtain DSA approval of plans to be submitted by Designer/Builder under the contracted scope of Work.
- 3.1.3. Designer/Builder shall Visually Verify this information and all existing utilities and systems related to the Project, including capacity, and document the location of existing utility lines, vents, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District. "Visually Verify" means

to verify to the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.

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

### 3.2. SCHEMATIC DESIGN PHASE.

Upon District's acceptance of Designer/Builder's Work in the previous Phase and assuming District has not delayed or terminated the Contract, the Designer/Builder shall prepare for the District's review a Schematic Design, containing the following items as applicable to the Project scope, as follows:

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

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

3.2.6. **Electrical**

- 3.2.6.1. Calculate overall approximate electrical loads.
- 3.2.6.2. Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional buildings or other facilities on the Project site.
- 3.2.6.3. Show system(s) selected on drawings as follows:
- 3.2.6.4. Single line drawing(s) showing major distribution system.
- 3.2.6.5. Location and preliminary sizing of all major electrical systems and components including:
  - 3.2.6.5.1. Load centers.
  - 3.2.6.5.2. Main panels.
  - 3.2.6.5.3. Switch gear.
- 3.2.6.6. Provide design criteria to include the intent base of design for the projects.
- 3.2.6.7. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

3.2.7. **Civil**

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

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



- 3.2.9. **Specifications.** Prepare proposed revisions to the specifications of proposed architectural, structural, mechanical and electrical materials, systems and equipment and their criteria and quality standards. Designer/Builder is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications.
- 3.2.10. **Meetings.** During this Phase, Designer/Builder shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below.
- 3.2.11. **Deliverables and Numbers of Copies.** Designer/Builder shall provide to the District one hard copy of the above noted items produced in this phase, together with one copy of each item in electronic format
  - 3.2.11.1. Two copies of meeting Reports/Minutes;
  - 3.2.11.2. Two copies of Schematic Design Package with alternatives;
  - 3.2.11.3. Two copies of a statement indicating changes made to the Architectural Program and Schedule;
  - 3.2.11.4. Two copies of DSA file, including all correspondence and meeting notes to date, or notification in writing that Designer/Builder has not met or corresponded with DSA.
- 3.2.12. **Presentation**
  - 3.2.12.1. Designer/Builder shall present and review with the District the detailed Schematic Design.
  - 3.2.12.2. The Schematic Design shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

### 3.3. DESIGN DEVELOPMENT PHASE.

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

- 3.3.1. **Architectural**
  - 3.3.1.1. Scaled, dimensioned floor plans with final room locations including all openings.
  - 3.3.1.2. 1/8" scale building sections showing dimensional relationships, materials, and component relationships.
  - 3.3.1.3. Identification of all fixed equipment to be installed in contract.
  - 3.3.1.4. Site plan completely drawn with beginning notes and dimensions including grading and paving.
  - 3.3.1.5. Preliminary development of details and large scale blow-ups.
  - 3.3.1.6. Legend showing all symbols used on drawings.
  - 3.3.1.7. Floor plans identifying all fixed and major movable equipment and furniture.
  - 3.3.1.8. Further refinement of Outline Specification for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
  - 3.3.1.9. Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:
  - 3.3.1.10. Light fixtures.

3.3.1.11. Ceiling registers or diffusers.

3.3.1.12. Access Panels.

**3.3.2. Structural**

3.3.2.1. Structural drawing with all major members located and sized.

3.3.2.2. Establish final building and floor elevations.

3.3.2.3. Preliminary specifications.

3.3.2.4. Identify foundation requirement (including fill requirement, piles) with associated soil pressure, water table and seismic center.

**3.3.3. Mechanical**

3.3.3.1. Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural.

3.3.3.2. Major mechanical equipment should be scheduled indicating size and capacity.

3.3.3.3. Ductwork and piping should be substantially located and sized.

3.3.3.4. Devices in ceiling should be located.

3.3.3.5. Legend showing all symbols used on drawings.

3.3.3.6. More developed Outline Specifications indicating quality level and manufacture.

3.3.3.7. Control Systems to be identified.

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

**3.3.4. Electrical**

3.3.4.1. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space.

3.3.4.2. All major electrical equipment should be scheduled indicating size and capacity.

3.3.4.3. Complete electrical distribution including a one line diagram indicating final location of switchboards, communications, controls (high and low voltage), motor control centers, panels, transformers, and emergency generators, if required. Low voltage system includes fire alarm system, security system, clock and public address system, voice data system, and telecom/technology system.

3.3.4.4. Legend showing all symbols used on drawings.

3.3.4.5. More developed and detailed Outline Specifications indicating quality level and manufacture.

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

**3.3.5. Civil**

3.3.5.1. Further refinement of Schematic Design Phase development of on and off site utility systems for sewer, electrical, water, storm drain and fire water. Includes, without limitation, pipe sizes, materials, invert elevation location and installation details.

- 3.3.5.2. Further refinement of Schematic Design Phase roadways, walkways, parking and storm drainage improvements. Includes details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.
- 3.3.6. **Landscape.** Further refinement of Schematic Design concepts. Includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.
- 3.3.7. **Deliverables and Numbers of Copies**
  - 3.3.7.1. Two copies of Design Development drawing set from all professional disciplines necessary to deliver the Project;
  - 3.3.7.2. Two copies of continued proposed revision to Specifications;
  - 3.3.7.3. Two copies of DSA file, including all correspondence and meeting notes to date, or notification in writing that Designer/Builder has not met or corresponded with DSA.
  - 3.3.7.4. The Design Development deliverables shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget.
- 3.3.8. **Meetings.** During this Phase, Designer/Builder shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below.

#### 3.4. CONSTRUCTION DOCUMENTS PHASE

Upon District's acceptance of Designer/Builder's Work in the previous Phase and assuming District has not delayed or terminated the Contract, Designer/Builder shall prepare a set of 90% complete construction documents for review by the District. Upon approval by District, said construction documents shall be completed and then submitted to, as required, local planning or inspection office, DSA, or other agency with approval jurisdiction over the Project. The Designer/Builder shall prepare from the accepted deliverables from the Design Development Phase the Construction Documents consisting of the following for each proposed system within Designer/Builder's scope of Work:

- 3.4.1. **General.** Verify lead times and availability of all Project equipment, materials, supplies, and furnishings and ensure that all of these will be available to the contractor(s) in a timely fashion so as to not delay the Project and/or delay the District's Beneficial Use of the Project. The Designer/Builder shall also provide other options to the District regarding other possible and more available equipment, materials, supplies, or furnishings.
- 3.4.2. **Architectural**
  - 3.4.2.1. Completed site plan.
  - 3.4.2.2. Completed floor plans, elevations, and sections.
  - 3.4.2.3. Architectural details and large blow-ups completed.
  - 3.4.2.4. Finish, door, and hardware schedules completed, including all details.
  - 3.4.2.5. Fixed equipment details and identification completed.
  - 3.4.2.6. Reflected ceiling plans completed.
- 3.4.3. **Structural**
  - 3.4.3.1. Structural floor plans and sections with detailing completed.
  - 3.4.3.2. Structural calculations completed.
  - 3.4.3.3. Completed cover sheet with general notes, symbols and legends.
- 3.4.4. **Mechanical**
  - 3.4.4.1. Large scale mechanical details complete.

- 3.4.4.2. Mechanical schedules for equipment completed.
- 3.4.4.3. Completed electrical schematic for environmental cooling and exhaust equipment.
- 3.4.4.4. Complete design of Emergency Management System (“EMS”).
- 3.4.4.5. Complete energy conservation calculations and report.
- 3.4.5. **Electrical**
  - 3.4.5.1. Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.
  - 3.4.5.2. Distribution information on all power consuming equipment, including lighting, power, signal, and communication device(s) branch wiring completed.
  - 3.4.5.3. All electrical equipment schedules completed.
  - 3.4.5.4. Special system components plans completed.
  - 3.4.5.5. Electrical load calculations completed.
  - 3.4.5.6. Complete design of low voltage system. Low voltage system includes fire alarm system, security system, clock and public address system, voice data system, and telecom/technology system.
- 3.4.6. **Civil.** All site plans, site utilities, parking and roadway systems completed.
- 3.4.7. **Landscape.** All landscape, hardscape, and irrigation plans completed and reflecting updated revisions from Design Development Phase Documents.
- 3.4.8. **Specifications**
  - 3.4.8.1. Complete proposed revisions to the technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
  - 3.4.8.2. No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless the District has given prior approval.
- 3.4.9. **Constructability Review.** The District and/or its designee shall conduct a construction review of the Construction Documents. A report shall be given to the Designer/Builder who shall make necessary changes along with providing written comments for each item listed in the report.
- 3.4.10. **Deliverables and Numbers of Copies.** Designer/Builder shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:
  - 3.4.10.1. Two copies of reproducible copies of working drawings;
  - 3.4.10.2. Two copies of proposed revisions to specifications;
  - 3.4.10.3. Two copies of engineering calculations;
  - 3.4.10.4. Two copies of statement of requirements for testing and inspection of service for compliance with Contract Documents and applicable codes;
  - 3.4.10.5. Two copies of DSA file including all correspondence, meeting, back check comments, checklists to date;
  - 3.4.10.6. Two copies of a statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

**3.4.11. Construction Documents (CD) Final Back-Check Stage (where applicable)**

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

3.4.11.2. The final Construction Documents delivered to the District upon completion of the Designer/Builder's Work shall be the final set and shall consist of the original drawings with designers' and engineers' State license stamp.

3.4.11.3. **Meetings.** Designer/Builder shall attend, take part in, and, conduct meetings and site visits as required for the Work and Services at no additional cost to the District.

**3.5. Record Drawings.** During construction, Designer/Builder shall incorporate all information on As-Builts, sketches, details, and clarifications, and prepare one set of final Record Drawings for the District. The Record Drawings shall incorporate onto one set of electronic drawings, changes from As-Builts, sketches, details, and clarifications. The Designer/Builder shall deliver the Record Drawings to the District at completion of the construction and it shall be a condition precedent to the District's approval of the Designer/Builder's final payment.

**3.6. O&M Manuals / Warranties.** Designer/Builder shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications. The Designer/Builder shall deliver the O&M Manuals / Warranties to the District at completion of the construction and it shall be a condition precedent to the District's approval of the Designer/Builder's final payment.

**Article 4. DESCRIPTION OF CONSTRUCTION SERVICES WORK AND SERVICES BY SCOPE**

**4.1. General.**

4.1.1. Designer/Builder shall design, install, and construct the Work at the Site. The Work shall be installed and constructed to conform to Division of the State Architect ("DSA") requirements and all applicable building codes. Designer/Builder's Work shall include meetings and discussions as needed with DSA and others as needed to achieve project approval.

4.1.2. In addition to all other requirement herein, the Designer/Builder shall comply with all requirements of the Plans and Specifications referenced herein in **Exhibit F**.

**4.2. DSA Approvals & Permits**

4.2.1. Designer/Builder, its designers, contractors, and inspectors shall provide documentation required for all approvals by DSA.

4.2.2. Designer/Builder shall notify the District and the District's Project Inspector(s) of required inspections and shall provide reasonable access and accommodations for inspections.

**4.3. Protection of Existing Structures and Utilities**

4.3.1. The Site has above-grade and below-grade structures, utility lines, and other installations that are known or believed to exist in the area of the Work. Designer/Builder shall locate these existing installations before proceeding with excavation and other operations that could damage same; maintain them in service, where appropriate; and repair damage to them caused by the performance of the Work. Should damage occur to these existing installations, then the costs of repair shall be at the Designer/Builder's expense and made to the District's satisfaction.

4.3.2. Designer/Builder shall be alert to the possibility of the existence of additional structures and utilities. If Designer/Builder encounters additional structures and utilities, Designer/Builder will immediately report to the District for disposition of same as indicated in the General

Conditions.

- 4.3.3. Designer/Builder shall conduct an engineering evaluation to determine whether any undergrounding power lines will create the potential for electrolytic corrosion of any other underground utilities near such power lines. Were the potential for electrolytic corrosion exists, Designer/Builder shall also design and install a cathodic protection system to protect such utilities.

**4.4. Specific measures include:**

- 4.4.1. Written Designer/Builder Safety Plans, signs and temporary fencing as needed
- 4.4.2. Engineering and stamped drawings for District and DSA approval.
- 4.4.3. Layout drawings for Fire Department review
- 4.4.4. Single line and electrical drawings for Pacific Gas & Electric

**4.5. Commissioning**

**4.5.1. Summary**

- 4.5.1.1. Commissioning is a process for validating and documenting that the facility and its systems are constructed and perform in conformity with the Contract.
- 4.5.1.2. The objective of the commissioning process is to verify that the performance of the facility and its systems meet or exceed the design intent.
- 4.5.1.3. Commissioning includes special facility start-up processes used to bring the facility to a fully operational state, free of deficiencies in an efficient and timely manner
- 4.5.1.4. Training on related systems and equipment operation and maintenance shall be scheduled to commence only after start-up is complete and systems are verified to be 100% complete and functional.

**4.5.2. Description**

- 4.5.2.1. Designer/Builder Startup: prior to District's acceptance of Work, Designer/Builder shall perform a program of activities including starting, testing, inspecting, adjusting balancing, correcting deficiencies and other similar activities.
  - 4.5.2.1.1. The District and the DSA Project Inspector shall be present to observe, inspect, and identify deficiencies in Building Systems Operations.
- 4.5.2.2. The completion of startup means the entire Project including startup and fine tuning has been performed to the requirements of the Contract and is verified in writing by the District and the Project Inspector.
- 4.5.2.3. Fine Tuning: Fine tuning is the responsibility of Designer/Builder after District occupancy and ending one year after District occupancy. During this time the Designer/Builder is responsible for optimizing systems and correcting deficiencies arising under normal operating conditions.
  - 4.5.2.3.1. Includes a period after occupancy where systems are optimized under "live" operating conditions and any outstanding construction deficiencies are corrected.
  - 4.5.2.3.2. Fine Tuning shall extend from date of District occupancy to one year after occupancy.

**4.5.3. Definition of Terms**

- 4.5.3.1. Designer/Builder's Pre-Commissioning Checklists: Includes installation and start-up

items as specified to be completed by the appropriate contractors prior to operational verification through the functional testing process.

- 4.5.3.2. Installation Verification Process: Includes the on-site inspection and review of related system components for conformance to the Contract. The Designer/Builder shall verify systems readiness for functional testing procedures prior to the start of functional testing. Deficiencies will be documented by the District and the Project Inspector for future resolution.
- 4.5.3.3. Functional Performance Testing Process: Includes the documented testing of system parameters, under actual or simulated operating conditions. Final performance commissioning of systems will begin only after the appropriate Designer/Builder certifies that systems are 100% complete and ready for functional testing. The contractors will be required to schedule, coordinate and perform device tests, calibration and functional performance test procedures.
- 4.5.3.4. Deficiencies and Resolutions List: Includes a list of noted deficiencies discovered as a result of the commissioning process. This list also includes the current disposition of issues, and the date of final resolution as confirmed by the District and the Project Inspector. Deficiencies are defined as those issues where products execution or performance does not satisfy the Contract and/or the design intent.

#### 4.5.4. Commissioning Duties and Responsibilities

- 4.5.4.1. Designer/Builder Duties and Responsibilities:
  - 4.5.4.1.1. Assure the participation and cooperation of subcontractors and suppliers under their jurisdictions as required to complete the commissioning process.
  - 4.5.4.1.2. Complete Commissioning Report Forms. Reports are to be completed in a neat easily readable condition.
  - 4.5.4.1.3. Complete the respective start-up and check out procedures and insure readiness of equipment and systems prior to the start of the functional performance testing. Written confirmation of system readiness for performance testing is required.
  - 4.5.4.1.4. Provide qualified representatives for the functional performance commissioning process.
- 4.5.4.2. Assure that all subcontractors and suppliers include in their respective contracts cost necessary to participate in and complete the commissioning process.
- 4.5.4.3. Duties and responsibilities of others for Commissioning: The commissioning process requires the active participation of the District and the Project Inspector, and any other related Consultants on the project.

### Article 5. PROJECT DESCRIPTION

- 5.1. Designer/Builder shall provide all design, installation and construction services, supplies, equipment, materials and fixtures for the following scope of services:
  - 5.1.1. **Retrofit Exterior Lighting.** Replace existing exterior building mounted high-intensity discharge (HID) and/or compact fluorescent (CFL) lighting systems with high efficiency LED lighting systems that provide energy savings, long life, and instant start capability.
  - 5.1.2. **Retrofit Interior Lighting.** Retrofit existing interior high bay mounted HID and/or CFL lighting systems with high efficiency LED lighting systems that provide energy savings, long life, and instant start capability.

- 5.1.3. **Install Occupancy Sensors.** Install occupancy sensors in selected applicable locations to automatically turn off the lighting system in a space during unoccupied times. Lighting scope will be in compliance with Title 24.
- 5.2. Designer/Builder shall provide supplies, equipment, materials and fixtures at the locations, and in the quantities that meet the specifications listed in the **Lighting Detail Report** attached hereto and incorporated into the Contract as **Exhibit C** and produce at a minimum the savings for each identified building, floor and area, as identified in the Post Retrofit “**kW Svd**” and the “**kWh Svd**” columns in **Exhibit C**.



**EXHIBIT B**  
**(DISTRICT'S ENERGY EXPENDITURE PLAN)**

**EXHIBIT C**  
**(LIGHTNING DETAIL REPORT SORTED BY BUILDING, FLOOR, AREA)**

**EXHIBIT D**  
**(CONTRACT PRICE BREAKDOWN PAYMENT SCHEDULE)**

**1. Compensation**

1.1. The payment of consideration to Design/Builder as provided herein shall be full compensation for all of Design/Builder's Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel within two hundred (200) miles of a Project location, offices, per diem expenses, printing and shipping of deliverables or any other direct or indirect expenses incident to providing the services. Except as expressly set forth in the Contract there shall be no payment for extra costs or expenses.

1.2. The total compensation to Design Builder shall be as stated in Section 2 of the Contract.

**[PAYMENT SCHEDULE, STRUCTURE, AMOUNTS SUBJECT TO NEGOTIATION]**

**Estimated Work Payment Schedule**

Project Phase	Payments (\$)	Payments (%)	Schedule
Mobilization and Development			Within 30 days of Contract Execution, based on documented expenses to date.
Progress Payments			Based on Percentage of Completion
<b>PROJECT TOTAL:</b>			

**EXHIBIT E**  
**(SCHEDULE OF WORK)**

1. Design/Builder shall prepare and submit for approval to the District a Schedule of Work showing the order in which Design/Builder proposes to carry out Design/Builder's work ("Schedule of Work") which shall be attached hereto and incorporated herein.
2. The Schedule of Work shall apply to the completion of all services listed hereunder within the times established by this Contract. The Schedule of Work shall be in the form of a progress chart clearly delineating all important increments and review dates. Design/Builder shall update the Schedule of Work on a monthly basis and deliver two (2) copies to the District along with the monthly billing.
3. Design/Builder shall complete all work and services required per the Schedule of Work after written authorization from the District to proceed.
4. The durations stated in the Schedule of Work shall include the review periods required by the District and all other regulatory agencies. All times to complete tasks set forth in this Exhibit are of the essence.

**EXHIBIT F**  
**(WARRANTIES)**

Designer/Builder shall take all action reasonably necessary to secure all standard warranties from the manufacturers of all components of the Project. Designer/Builder assigns these third-party manufacturer warranties to the District without recourse and these warranties shall not, in any way, reduce or limit Designer/Builder's warranty obligations under the Contract.

**THE PARTIES AGREE THAT THESE WARRANTIES WILL BE ATTACHED HERETO AND MADE A PART OF THIS CONTRACT AT COMPLETION.**

**NONCOLLUSION DECLARATION**  
**(Public Contract Code § 7106)**

The undersigned declares:

I am the \_\_\_\_\_ **[PRINT YOUR TITLE]**

of \_\_\_\_\_ **[PRINT FIRM NAME]**,

the party making the foregoing Contract.

The Contract is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Contract is genuine and not collusive or sham. The Designer/Builder has not directly or indirectly induced or solicited any other entity to put in a false or sham bid or proposal. The Designer/Builder has not directly or indirectly colluded, conspired, connived, or agreed with any other designer/builder or anyone else to put in a sham bid or proposal, or to refrain from proposing. The Designer/Builder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Contract Price of the Designer/Builder or any other entity, or to fix any overhead, profit, or cost element of the Contract Price, or of that of any other entity. All statements contained in the Contract are true. The Designer/Builder has not, directly or indirectly, submitted his or her Contract Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid or proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Designer/Builder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Designer/Builder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the following date:

Date: \_\_\_\_\_  
Proper Name of Designer/Builder: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PREVAILING WAGE CERTIFICATION**

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project.

Date: \_\_\_\_\_  
Proper Name of Designer/Builder: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**WORKERS' COMPENSATION CERTIFICATION**

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: \_\_\_\_\_  
Proper Name of Designer/Builder: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

**FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

The undersigned does hereby certify to the governing board of the District that:

- (1) He/she is a representative of the Designer/Builder,
- (2) He/she is familiar with the facts herein certified,
- (3) He/she is authorized and qualified to execute this certificate on behalf of Designer/Builder; and
- (4) That the information in this Criminal Background Investigation / Fingerprinting Certification is true and correct.

1. **Education Code.** Designer/Builder has taken at least one of the following actions with respect to the Project (check all that apply):

\_\_\_\_\_ The Designer/Builder has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Designer/Builder's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice ("DOJ") has determined (per the DOJ process for Applicant Agencies described more fully on its website, located at: <http://oag.ca.gov/fingerprints/agencies>) that none of those employees have been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Designer/Builder's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

\_\_\_\_\_ Pursuant to Education Code section 45125.2, Designer/Builder has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will limit contact between Designer/Builder's employees and District pupils at all times; and/or

\_\_\_\_\_ Pursuant to Education Code section 45125.2, Designer/Builder certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Designer/Builder who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Designer/Builder's employees and its subcontractors' employees is:

**Name:** \_\_\_\_\_

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

2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Designer/Builder that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Date: \_\_\_\_\_  
Proper Name of Designer/Builder: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**DRUG-FREE WORKPLACE / TOBACCO-FREE ENVIRONMENT CERTIFICATION**

Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990, requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- 2 Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- 3 Establishing a drug-free awareness program to inform employees about all of the following:
  - a. The dangers of drug abuse in the workplace.
  - b. The person's or organization's policy of maintaining a drug-free workplace.
  - c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
  - d. The penalties that may be imposed upon employees for drug abuse violations.
- 4 Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

In addition, and pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property. I acknowledge that I am aware of the District's policy regarding tobacco-free environments and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site

Date: \_\_\_\_\_  
Proper Name of Designer/Builder: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION**

Designer/Builder hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations "New Material Hazardous", shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Designer/Builder's work on the Project for District.

Designer/Builder further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Designer/Builder if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this Work will be removed at Designer/Builder's expense at no additional cost to the District.

Designer/Builder has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: \_\_\_\_\_  
Proper Name of Designer/Builder: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LEAD-PRODUCT(S) CERTIFICATION**

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products.

Because the Designer/Builder and its employees will be providing services for the District, and because the Designer/Builder's work may disturb lead-containing building materials, **DESIGNER/BUILDER IS HEREBY NOTIFIED** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the district that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Designer/Builder, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (**Including Title 8, California Code of Regulations, Section 1532.1**). Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. The Designer/Builder shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Designer/Builder. If failure to comply with these laws, rules, and regulations results in a site or worker contamination, the Designer/Builder will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

It shall be the responsibility of the Designer/Builder to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Designer/Builder to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE OR SHE HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE DESIGNER/BUILDER.

Date: \_\_\_\_\_  
Proper Name of Designer/Builder: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**IRAN CONTRACTING ACT CERTIFICATION**  
**(Public Contract Code § 2204)**

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars (\$1,000,000) or more.

Designer/Builder shall complete **ONLY ONE** of the following two paragraphs. s

- 1. Designer/Builder's Proposal is less than one million dollars (\$1,000,000).  

**OR**
- 2. Designer/Builder's Proposal is one million dollars (\$1,000,000) or more, but Designer/Builder is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Designer/Builder is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.  

**OR**
- 3. Designer/Builder's Proposal is one million dollars (\$1,000,000) or more, but the District has given prior written permission to Designer/Builder to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with this Contract.**

I certify that I am duly authorized to legally bind the Designer/Builder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: \_\_\_\_\_  
Proper Name of Designer/Builder: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**END OF DOCUMENT**

**PERFORMANCE BOND**  
**(100% of Contract Price)**

(Note: Designer/Builder must use this form, NOT a surety company form.)

**KNOW ALL PERSONS BY THESE PRESENTS:**

**WHEREAS**, the governing board ("Board") of **Orcutt Union School District** ("District") and \_\_\_\_\_ ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

\_\_\_\_\_ (Project Name)  
("Project" or "Contract")

which Contract dated \_\_\_\_\_, 20\_\_\_\_, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

**WHEREAS**, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

**NOW, THEREFORE**, the Principal and \_\_\_\_\_ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship for one (1) year from the completion date of the work of this Contract, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for one (1) year from the completion date of the work of this Contract, during which time Surety's obligation shall continue if Designer/Builder shall fail to make full, complete, and satisfactory repair, replace and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. Nothing herein shall limit the District's rights or the Designer/Builder's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15 during the bond term.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

Any claims under this bond may be addressed to the Surety at the following address. This cannot be the Designer/Builder's broker for this bond, but must be an employee of the Surety or the Surety's legal counsel:

\_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

Telephone No.: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Fax No.: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

E-mail Address: \_\_\_\_\_

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Affix Corporate Seal)

\_\_\_\_\_, Inc.  
Principal

By \_\_\_\_\_

Surety

By \_\_\_\_\_

\_\_\_\_\_  
Name of California Agent of Surety

\_\_\_\_\_  
Address of California Agent of Surety

\_\_\_\_\_  
Telephone Number of California Agent of Surety

**Designer/Builder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.**

**PAYMENT BOND**  
**Contractor's Labor & Material Bond**  
**(100% of Contract Price)**

**(Note: Designer/Builder must use this form, NOT a surety company form.)**

**KNOW ALL PERSONS BY THESE PRESENTS:**

**WHEREAS**, the governing board ("Board") of **Orcutt Union School District** ("District") and [redacted] ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

\_\_\_\_\_ (Project Name)  
("Project" or "Contract")

which Contract dated \_\_\_\_\_, 20\_\_\_\_, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

**WHEREAS**, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in sections 3179 through 3214 and 3247 through 3252 of the Civil Code of California, and division 2, part 7, of the Labor Code of California.

**NOW, THEREFORE**, the Principal and \_\_\_\_\_, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 3179 through 3214 and 3247 through 3252 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Affix Corporate Seal)

\_\_\_\_\_, Inc.  
Principal

\_\_\_\_\_  
By

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By

\_\_\_\_\_  
Name of California Agent of Surety

\_\_\_\_\_  
Address of California Agent of Surety

\_\_\_\_\_  
Telephone Number of California Agent of Surety

**Designer/Builder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.**



**Submission** Tier: 4  
 Expenditure Plans this Fiscal Year: 2016-17  
 Expenditure Plans this Fiscal Year: 2016-17  
**486** Submittal Option: Multiple-Year (bundled) Award Expenditure Plan  
**486** Submittal Option: Multiple-Year (bundled) Award Expenditure Plan

Grant Amount Requested: \$939,995.00  
 Grant Balance Available:  
 Grant Balance Available: **\$912,187.00**

**Applicant Information**

Local Education Agency Name: Orcutt Union Elementary  
 LEA CDS Code: 42692600000000

**Energy Planning Reservation Information**

Did you request Energy Planning Funds? (If no, move on to next section) Yes  
 Budget for Screening and Energy Audits: \$63,725.14  
 Budget for Proposition 39 Program Assistance:

Amount Spent for Screening and Audits: \$63,725.14  
 Amount Spent for Program Assistance:

Mailing Address: 500 Dyer Street  
 City: Orcutt  
 Zip Code: 93455-5300

Budget for Energy Manager:  
 Budget for Training Totals:  
 Totals: \$63,725.14

Amount Spent for Energy Manager:  
 Amount Spent for Training:  
 Totals: \$63,725.14

**LEA Authorized Representative**

Name: Walter Con  
 Title: Assistant Superintendent  
 Phone: 8059388917  
 Email: wcon@orcutt-schools.net

**Energy Manager and Training**

Are you hiring an Energy Manager with Funds Requested in this Expenditure Plan? No  
 Are you using Proposition 39 funds for energy related training costs? No

Amount Requesting for Energy Manager:  
 Amount Requesting for Training:

**Summary of Schools/Sites**

Estimated Totals: Total Project Cost \$939,995.00 Propostion 39 Share \$939,995.00

Summation is for 7 Schools

**Job Creation Benefits Estimation**

Type of Project	Budget	Estimated Direct Job-Years Created
Energy Efficiency	\$939,995.00	5.26
Renewable Generation		
Distributed Energy		
Total:		5.26

Please list any state-certified apprenticeship programs being used:

**Apprenticeship Information**

Budget	Estimated Apprenticeship Job-Years Created
Other Trainee Position Title	Estimated Other Trainee Jobs Created

Will this project be subject to a community benefits agreement, community workforce agreement, or other mechanism that defines project co-

Total:

**Self-Certifications**

- Yes The LEA followed the Proposition 39 Guidelines regarding Eligible Energy Project Prioritization Considerations.
- Yes The LEA followed the guidelines regarding Sequencing of Facility Improvements
- Yes The LEA commits to use the funds for the eligible energy project(s) approved in its energy expenditure plan.
- Yes The LEA commits that the information included in the application is true and correct based to the best of the LEA's knowledge.
- Yes The LEA commits that all California Environmental Quality Act (CEQA) requirements are completed.
- Yes The LEA will obtain DSA project approval as applicable pursuant to California Code Regulations, Title 14.
- Yes The LEA acknowledges that the expenditures are subject to financial audit requirements
- Yes The LEA commits to complying with all reporting requirements.
- Yes The LEA commits to following all contracting requirements in the Proposition 39 Guidelines, including not using a sole source process to award funds and providing a clear and accurate description of the eligible energy project in all contracts.

Authorized Representative: Walter Con Date: 6/7/2017 Bundled SIR: 1.15 Version 6

**Site Information**

Project Start Date: 8/1/2017  
 Completion Date: 8/1/2018  
 Local Education Agency: Orcutt Union Elementary  
 LEA CDS Code: 42692600000000

**School or Site Information**

School/Site Name: District Office and Administration  
 School/Site CDS Code: 42692600000000  
 School/Site Mailing Address: 500 Dyer St.  
 City: Orcutt  
 Zip Code: 93455-5300

**Energy Efficiency Project Summary**

Measure Savings Source:  
 Measure Savings Source: Energy audit/feasibility study  
 Proposition 39 Share to be used for  
 Measure Implementation (\$): \$71,294.00

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Energy Efficiency Measure	Description
Lighting- Interior Fixture Retrofit	343 Interior Lighting Retrofit
Lighting- Exterior Fixture Retrofit	32 Exterior Lighting Retrofit
Lighting Controls	12 Lutron Dimming Controls

**Energy Efficiency Narrative Description**

Retrofit Exterior Lighting Replace existing exterior building mounted high-intensity discharge (HID) and/or compact fluorescent (CFL) lighting systems with high efficiency LED lighting systems that provide energy savings, long life, and instant start capability. Please refer to the Lighting Room by Room Inventory in the Technical Appendix for detailed information on lighting quantities, locations, and specifications.

Retrofit Interior Lighting Retrofit existing interior high bay mounted high-intensity discharge (HID) and/or compact fluorescent (CFL) lighting systems with high efficiency LED lighting systems that provide energy savings, long life, and instant start capability. Please refer to the Lighting Room by Room Inventory in the Technical Appendix for detailed information on lighting quantities, locations, and specifications.

Install Occupancy Sensors Occupancy sensors will be installed in selected applicable locations to automatically turn off the lighting system in a space during unoccupied times. Lighting scope will be in compliance with Title 24. Please see the Lighting Room by Room in the Technical Appendix for detailed information on lighting scope, quantities, and locations.

**Site Project Summary**

Total Demand Savings		Total Annual Fuel Oil Savings		Total Prop 39 Share	\$71,294.00
Total Annual Electric Savings	41,255	Total Annual Cost Savings	\$8,543.00	Savings-to-investment Ratio (SIR)	2.04
Total Annual Natural Gas Savings		Total Project Cost	\$71,294.00	Total Cost Paid Under PPA	
Total Annual Propane Savings		Total Rebates		Total Other Non-Repayable Funds	
				Overall Total Leveraged Funding (\$)	

**Benchmarking**

Square Footage of School/Site: 14,976  
 Average Peak Demand (kW):  
 Total Annual Electric Use (kWh): 248,402  
 Total Annual Electric Charges (\$): \$53,853.00  
 Total Annual Gas Use (therms): 1,530  
 Total Annual Gas Charges (\$): \$1,786.00  
 Total Annual Propane Use (gals):  
 Total Annual Propane Charges (\$):  
 Total Annual Fuel Oil Use (gals):  
 Total Annual Fuel Oil Charges (\$):  
 Energy Bill Fiscal Year: 2015-16  
 Electric Utility: PGE  
 Electric Utility Account #: 3314271998-9

Gas Utility: SoCalGas

Gas Utility Account #: 0318386335 Demand Annual Annual Annual Annual Annual Other Non- Total Version

Savings (kW)	Electric Savings	Nat. Gas Savings	Propane Savings	Fuel Oil Savings	Energy Cost Savings (\$)	Measure Cost (\$)	Rebates (\$)	Repayable Funds (\$)	Leveraged Funding (\$)	EEM SIR
	31,843				\$6,904.00	\$57,333.00				2.07
	9,251				\$1,604.00	\$8,613.00				2.99
	161				\$35.00	\$5,348.00				.27

Reminder: If the School/Site includes leased facilities, please include Building Owner Certification in backup documentation.

**Energy Use Intensity Calculator**

Electricity W/SF	Natural Gas Therms/SF	Other Fuels Gals/SF
16.59 kWh/SF	.10	
\$3.60 Cost/SF	\$0.12 Cost/SF	
Energy Costs/SF/Year: \$3.72	Energy Use(Kbtu)/SF/Year: 187.96	

**Site Information**

Project Start Date: 8/1/2017  
 Completion Date: 8/1/2018  
 Local Education Agency: Orcutt Union Elementary  
 LEA CDS Code: 4269260000000

**School or Site Information**

School/Site Name: Ralph Dunlap Elementary  
 School/Site CDS Code: 42692606045744  
 School/Site Mailing Address: 500 Dyer St.  
 City: Santa Maria  
 Zip Code: 93455-4301

**Energy Efficiency Project Summary**

Measure Savings Source:  
 Measure Savings Source: Energy audit/feasibility study  
 Proposition 39 Share to be used for  
 Measure Implementation (\$): \$10,840.00

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Energy Efficiency Measure	Description
Lighting- Exterior Fixture Retrofit	47 Exterior Lighting Retrofit

**Energy Efficiency Narrative Description**

Retrofit Exterior Lighting Replace existing exterior building mounted high-intensity discharge (HID) and/or compact fluorescent (CFL) lighting systems with high efficiency LED lighting systems that provide energy savings, long life, and instant start capability. Please refer to the Lighting Room by Room Inventory in the Technical Appendix for detailed information on lighting quantities, locations, and specifications.

**Site Project Summary**

Total Demand Savings		Total Annual Fuel Oil Savings		Total Prop 39 Share	\$10,840.00
Total Annual Electric Savings	3,949	Total Annual Cost Savings	\$741.00	Savings-to-investment Ratio (SIR)	1.33
Total Annual Natural Gas Savings		Total Project Cost	\$10,840.00	Total Cost Paid Under PPA	
Total Annual Propane Savings		Total Rebates		Total Other Non-Repayable Funds	
				Overall Total Leveraged Funding (\$)	

**Benchmarking**

Square Footage of School/Site: 38,394  
 Average Peak Demand (kW):  
 Total Annual Electric Use (kWh): 106,318  
 Total Annual Electric Charges (\$): \$24,921.00  
 Total Annual Gas Use (therms): 2,632  
 Total Annual Gas Charges (\$): \$2,515.00  
 Total Annual Propane Use (gals):  
 Total Annual Propane Charges (\$):  
 Total Annual Fuel Oil Use (gals):  
 Total Annual Fuel Oil Charges (\$):  
 Energy Bill Fiscal Year: 2015-16  
 Electric Utility: PG&E  
 Electric Utility Account #: 3314271998-9

Gas Utility: SoCalGas

Gas Utility Account #: 1835150500 Demand Annual Annual Annual Annual Annual Other Non- Total Version

Savings (kW)	Electric Savings	Nat. Gas Savings	Propane Savings	Fuel Oil Savings	Energy Cost Savings (\$)	Measure Cost (\$)	Rebates (\$)	Repayable Funds (\$)	Leveraged Funding (\$)	EEM SIR
	3,949				\$741.00	\$10,840.00				1.33

Reminder: If the School/Site includes leased facilities, please include Building Owner Certification in backup documentation.

**Energy Use Intensity Calculator**

Electricity	Natural Gas	Other Fuels
W/SF	Therms/SF	Gals/SF
2.77 kWh/SF	.07 Therms/SF	
\$.65 Cost/SF	\$.07 Cost/SF	Cost/SF
Energy Costs/SF/Year:	\$ .71	Energy Use(Kbtu)/SF/Year: 36.53

**Site Information**

Project Start Date: 8/1/2017  
 Completion Date: 8/1/2018  
 Local Education Agency: Orcutt Union Elementary  
 LEA CDS Code: 4269260000000

**Benchmarking**

Square Footage of School/Site: 47,646  
 Average Peak Demand (kW):  
 Total Annual Electric Use (kWh): 240,243  
 Total Annual Electric Charges (\$): \$58,527.00  
 Total Annual Gas Use (therms): 1,736  
 Total Annual Gas Charges (\$): \$1,578.00  
 Total Annual Propane Use (gals):  
 Total Annual Propane Charges (\$):  
 Total Annual Fuel Oil Use (gals):  
 Total Annual Fuel Oil Charges (\$):  
 Energy Bill Fiscal Year: 2015-16  
 Electric Utility: PG&E  
 Electric Utility Account #: 3314271998-9

Reminder: If the School/Site includes leased facilities, please include Building Owner Certification in backup documentation.

**School or Site Information**

School/Site Name: Joe Nightingale Elementary  
 School/Site CDS Code: 42692606045777  
 School/Site Mailing Address: 255 Winter Road  
 City: Santa Maria  
 Zip Code: 93455-2643

**Energy Efficiency Project Summary**

Measure Savings Source:  
 Measure Savings Source: Energy audit/feasibility study  
 Proposition 39 Share to be used for  
 Measure Implementation (\$): \$150,627.00

**Energy Use Intensity Calculator**

Electricity	Natural Gas	Other Fuels
W/SF	Therms/SF	Gals/SF
5.04 kWh/SF	.04 Therms/SF	
\$1.23 Cost/SF	\$0.03 Cost/SF	
Energy Costs/SF/Year:	\$1.26	Energy Use(Kbtu)/SF/Year: 57.68

Gas Utility: SoCal Gas

Gas Utility Account #: 1266150200 Demand Annual Annual Annual Annual Annual Other Non- Total/Version

Energy Efficiency Measure	Description	Savings (kW)	Electric Savings	Nat. Gas Savings	Propane Savings	Fuel Oil Savings	Energy Cost Savings (\$)	Measure Cost (\$)	Rebates (\$)	Repayable Funds (\$)	Leveraged Funding (\$)	EEM SIR
Lighting- Exterior Fixture Retrofit	66 Exterior Lighting Retrofit		12,464				\$2,429.00	\$18,647.00				2.20
Lighting- Interior Fixture Retrofit	583 Interior Lighting Retrofit		44,098				\$10,743.00	\$110,525.00				1.74
Lighting Controls	44 Occupancy Sensors		7,133				\$1,390.00	\$21,455.00				.72

**Energy Efficiency Narrative Description**

Retrofit Exterior Lighting Replace existing exterior building mounted high-intensity discharge (HID) and/or compact fluorescent (CFL) lighting systems with high efficiency LED lighting systems that provide energy savings, long life, and instant start capability. Please refer to the Lighting Room by Room Inventory in the Technical Appendix for detailed information on lighting quantities, locations, and specifications.

Retrofit Interior Lighting Retrofit existing interior high bay mounted high-intensity discharge (HID) and/or compact fluorescent (CFL) lighting systems with high efficiency LED lighting systems that provide energy savings, long life, and instant start capability. Please refer to the Lighting Room by Room Inventory in the Technical Appendix for detailed information on lighting quantities, locations, and specifications.

Install Occupancy Sensors Occupancy sensors will be installed in selected applicable locations to automatically turn off the lighting system in a space during unoccupied times. Lighting scope will be in compliance with Title 24. Please see the Lighting Room by Room in the Technical Appendix for detailed information on lighting scope, quantities, and locations.

**Site Project Summary**

Total Demand Savings		Total Annual Fuel Oil Savings		Total Prop 39 Share	\$150,627.00
Total Annual Electric Savings	63,695	Total Annual Cost Savings	\$14,562.00	Savings-to-investment Ratio (SIR)	1.65
Total Annual Natural Gas Savings		Total Project Cost	\$150,627.00	Total Cost Paid Under PPA	
Total Annual Propane Savings		Total Rebates		Total Other Non-Repayable Funds	
				Overall Total Leveraged Funding (\$)	

**Site Information**

Project Start Date: 8/1/2017  
 Completion Date: 8/1/2018  
 Local Education Agency: Orcutt Union Elementary  
 LEA CDS Code: 4269260000000

**Benchmarking**

Square Footage of School/Site: 39,834  
 Average Peak Demand (kW):  
 Total Annual Electric Use (kWh): 152,694  
 Total Annual Electric Charges (\$): \$36,385.00  
 Total Annual Gas Use (therms): 1,801  
 Total Annual Gas Charges (\$): \$1,811.00  
 Total Annual Propane Use (gals):  
 Total Annual Propane Charges (\$):  
 Total Annual Fuel Oil Use (gals):  
 Total Annual Fuel Oil Charges (\$):  
 Energy Bill Fiscal Year: 2015-16  
 Electric Utility: PG&E  
 Electric Utility Account #: 3314271998-9

Reminder: If the School/Site includes leased facilities, please include Building Owner Certification in backup documentation.

**School or Site Information**

School/Site Name: Alice Shaw Elementary  
 School/Site CDS Code: 42692606045736  
 School/Site Mailing Address: 500 Dyer St.  
 City: Santa Maria  
 Zip Code: 93455-2931

**Energy Efficiency Project Summary**

Measure Savings Source:  
 Measure Savings Source: Energy audit/feasibility study  
 Proposition 39 Share to be used for  
 Measure Implementation (\$): \$128,761.00

**Energy Use Intensity Calculator**

	Electricity	Natural Gas	Other Fuels
	W/SF	.05 Therms/SF	Gals/SF
3.83	kWh/SF	\$.05 Cost/SF	Cost/SF
\$.91	Cost/SF		
Energy Costs/SF/Year:	\$ .96	Energy Use(kbtu)/SF/Year:	45.60

Gas Utility: SoCalGas

Gas Utility Account #: 1559150500 Demand Annual Annual Annual Annual Annual Other Non- Total/Version

Energy Efficiency Measure	Description	Savings (kW)	Electric Savings	Nat. Gas Savings	Propane Savings	Fuel Oil Savings	Energy Cost Savings (\$)	Measure Cost (\$)	Rebates (\$)	Repayable Funds (\$)	Leveraged Funding (\$)	EEM SIR
Lighting- Exterior Fixture Retrofit	57 Exterior Lighting Retrofit		7,142				\$1,361.00	\$12,727.50				1.88
Lighting- Interior Fixture Retrofit	509 Interior Lighting Retrofit		22,911				\$5,459.00	\$97,931.50				1.16
Lighting Controls	38 Occupancy Sensors		6,584				\$1,255.00	\$18,102.00				.76

**Energy Efficiency Narrative Description**

Retrofit Exterior Lighting Replace existing exterior building mounted high-intensity discharge (HID) and/or compact fluorescent (CFL) lighting systems with high efficiency LED lighting systems that provide energy savings, long life, and instant start capability. Please refer to the Lighting Room by Room Inventory in the Technical Appendix for detailed information on lighting quantities, locations, and specifications.

Retrofit Interior Lighting Retrofit existing interior high bay mounted high-intensity discharge (HID) and/or compact fluorescent (CFL) lighting systems with high efficiency LED lighting systems that provide energy savings, long life, and instant start capability. Please refer to the Lighting Room by Room Inventory in the Technical Appendix for detailed information on lighting quantities, locations, and specifications.

Install Occupancy Sensors Occupancy sensors will be installed in selected applicable locations to automatically turn off the lighting system in a space during unoccupied times. Lighting scope will be in compliance with Title 24. Please see the Lighting Room by Room in the Technical Appendix for detailed information on lighting scope, quantities, and locations.

**Site Project Summary**

Total Demand Savings		Total Annual Fuel Oil Savings		Total Prop 39 Share	\$128,761.00
Total Annual Electric Savings	36,637	Total Annual Cost Savings	\$8,075.00	Savings-to-investment Ratio (SIR)	1.17
Total Annual Natural Gas Savings		Total Project Cost	\$128,761.00	Total Cost Paid Under PPA	
Total Annual Propane Savings		Total Rebates		Total Other Non-Repayable Funds	
				Overall Total Leveraged Funding (\$)	

**Site Information**

Project Start Date: 8/1/2017  
 Completion Date: 8/1/2018  
 Local Education Agency: Orcutt Union Elementary  
 LEA CDS Code: 4269260000000

**School or Site Information**

School/Site Name: Lakeview Junior High  
 School/Site CDS Code: 42692606045751  
 School/Site Mailing Address: 3700 Orcutt Road  
 City: Santa Maria  
 Zip Code: 93455-2602

**Energy Efficiency Project Summary**

Measure Savings Source:  
 Measure Savings Source: Energy audit/feasibility study  
 Proposition 39 Share to be used for  
 Measure Implementation (\$): \$207,427.00

6

Energy Efficiency Measure	Description
Lighting Controls	80 Occupancy Sensors
Lighting- Exterior Fixture Retrofit	74 Exterior Lighting Retrofit
Lighting- Interior Fixture Retrofit	622 Interior Lighting Retrofit

**Energy Efficiency Narrative Description**

Retrofit Exterior Lighting Replace existing exterior building mounted high-intensity discharge (HID) and/or compact fluorescent (CFL) lighting systems with high efficiency LED lighting systems that provide energy savings, long life, and instant start capability. Please refer to the Lighting Room by Room Inventory in the Technical Appendix for detailed information on lighting quantities, locations, and specifications.

Retrofit Interior Lighting Retrofit existing interior high bay mounted high-intensity discharge (HID) and/or compact fluorescent (CFL) lighting systems with high efficiency LED lighting systems that provide energy savings, long life, and instant start capability. Please refer to the Lighting Room by Room Inventory in the Technical Appendix for detailed information on lighting quantities, locations, and specifications.

Install Occupancy Sensors Occupancy sensors will be installed in selected applicable locations to automatically turn off the lighting system in a space during unoccupied times. Lighting scope will be in compliance with Title 24. Please see the Lighting Room by Room in the Technical Appendix for detailed information on lighting scope, quantities, and locations.

**Site Project Summary**

Total Demand Savings		Total Annual Fuel Oil Savings		Total Prop 39 Share	\$207,427.00
Total Annual Electric Savings	52,302	Total Annual Cost Savings	\$10,306.00	Savings-to-investment Ratio (SIR)	.99
Total Annual Natural Gas Savings		Total Project Cost	\$207,427.00	Total Cost Paid Under PPA	
Total Annual Propane Savings		Total Rebates		Total Other Non-Repayable Funds	
					Overall Total Leveraged Funding (\$)

**Benchmarking**

Square Footage of School/Site: 55,931  
 Average Peak Demand (kW):  
 Total Annual Electric Use (kWh): 224,253  
 Total Annual Electric Charges (\$): \$49,381.00  
 Total Annual Gas Use (therms): 2,088  
 Total Annual Gas Charges (\$): \$2,001.00  
 Total Annual Propane Use (gals):  
 Total Annual Propane Charges (\$):  
 Total Annual Fuel Oil Use (gals):  
 Total Annual Fuel Oil Charges (\$):  
 Energy Bill Fiscal Year: 2015-16  
 Electric Utility: PG&E  
 Electric Utility Account #: 3314271998-9

Reminder: If the School/Site includes leased facilities, please include Building Owner Certification in backup documentation.

**Energy Use Intensity Calculator**

Electricity	Natural Gas	Other Fuels
W/SF	Therms/SF	Gals/SF
4.01 kWh/SF	.04 Therms/SF	
\$49,381.00 Cost/SF	\$2,001.00 Cost/SF	
Energy Costs/SF/Year:	\$2,001.00	Energy Use(Kbtu)/SF/Year: 46.70

Gas Utility: SoCal Gas

Gas Utility Account #: 0782150700 Demand Annual Annual Annual Annual Annual Other Non- Total/Version

Savings (kW)	Electric Savings	Nat. Gas Savings	Propane Savings	Fuel Oil Savings	Energy Cost Savings (\$)	Measure Cost (\$)	Rebates (\$)	Repayable Funds (\$)	Leveraged Funding (\$)	EEM SIR
	11,967				\$2,108.00	\$20,212.50				1.03
	15,532				\$2,736.00	\$22,811.50				2.06
	24,803				\$5,462.00	\$164,403.00				.84

**Site Information**

Project Start Date: 5/18/2017  
 Completion Date: 5/18/2017  
 Local Education Agency: Orcutt Union Elementary  
 LEA CDS Code: 4269260000000

**School or Site Information**

School/Site Name: Pine Grove Elementary  
 School/Site CDS Code: 42692606045801  
 School/Site Mailing Address: 500 Dyer St.  
 City: Santa Maria  
 Zip Code: 93455-5068

**Energy Efficiency Project Summary**

Measure Savings Source:  
 Measure Savings Source: Energy audit/feasibility study  
 Proposition 39 Share to be used for  
 Measure Implementation (\$): \$11,330.00

6

Energy Efficiency Measure	Description
Lighting- Exterior Fixture Retrofit	61 Exterior Lighting Retrofit

**Energy Efficiency Narrative Description**

Retrofit Exterior Lighting Replace existing exterior building mounted high-intensity discharge (HID) and/or compact fluorescent (CFL) lighting systems with high efficiency LED lighting systems that provide energy savings, long life, and instant start capability. Please refer to the Lighting Room by Room Inventory in the Technical Appendix for detailed information on lighting quantities, locations, and specifications.

**Site Project Summary**

Total Demand Savings		Total Annual Fuel Oil Savings		Total Prop 39 Share	\$11,330.00
Total Annual Electric Savings	5,923	Total Annual Cost Savings	\$1,038.00	Savings-to-investment Ratio (SIR)	1.66
Total Annual Natural Gas Savings		Total Project Cost	\$11,330.00	Total Cost Paid Under PPA	
Total Annual Propane Savings		Total Rebates		Total Other Non-Repayable Funds	
					Overall Total Leveraged Funding (\$)

**Benchmarking**

Square Footage of School/Site: 34,364  
 Average Peak Demand (kW):  
 Total Annual Electric Use (kWh): 132,419  
 Total Annual Electric Charges (\$): \$28,999.00  
 Total Annual Gas Use (therms): 1,675  
 Total Annual Gas Charges (\$): \$1,636.00  
 Total Annual Propane Use (gals):  
 Total Annual Propane Charges (\$):  
 Total Annual Fuel Oil Use (gals):  
 Total Annual Fuel Oil Charges (\$):  
 Energy Bill Fiscal Year: 2015-16  
 Electric Utility: PG&E  
 Electric Utility Account #: 3314271998-9

Gas Utility: SoCalGas

Gas Utility Account #: 0591148500 Demand Annual Annual Annual Annual Annual Other Non- Total Version

Savings (kW)	Electric Savings	Nat. Gas Savings	Propane Savings	Fuel Oil Savings	Energy Cost Savings (\$)	Measure Cost (\$)	Rebates (\$)	Repayable Funds (\$)	Leveraged Funding (\$)	EEM SIR
	5,923				\$1,038.00	\$11,330.00				1.66

Reminder: If the School/Site includes leased facilities, please include Building Owner Certification in backup documentation.

**Energy Use Intensity Calculator**

Electricity	Natural Gas	Other Fuels
W/SF	Therms/SF	Gals/SF
3.85 kWh/SF	.05 Therms/SF	
\$.84 Cost/SF	Cost/SF	Cost/SF
Energy Costs/SF/Year:	\$ .89	Energy Use(kbtu)/SF/Year: 46.17

**Site Information**

Project Start Date: 8/1/2017  
 Completion Date: 8/1/2018  
 Local Education Agency: Orcutt Union Elementary  
 LEA CDS Code: 4269260000000

**School or Site Information**

School/Site Name: Patterson Road Elementary  
 School/Site CDS Code: 42692606045793  
 School/Site Mailing Address: 400 Patterson Road  
 City: Santa Ana  
 Zip Code: 93455-4806

**Energy Efficiency Project Summary**

Measure Savings Source:  
 Measure Savings Source: Energy audit/feasibility study  
 Proposition 39 Share to be used for  
 Measure Implementation (\$): \$359,716.00

6

Energy Efficiency Measure	Description
HVAC- Packaged/Split System AC/Heat Pump/VRF	8 HVAC Replacement
HVAC Controls- Programmable/Smart Thermostats	36 Programmable Thermostats
Lighting- Exterior Fixture Retrofit	63 Exterior Lighting Retrofit
Lighting- Interior Fixture Retrofit	431 Interior Lighting Retrofit
Lighting Controls	38 Occupancy Sensors

**Energy Efficiency Narrative Description**

Retrofit Exterior Lighting Replace existing exterior building mounted high-intensity discharge (HID) and/or compact fluorescent (CFL) lighting systems with high efficiency LED lighting systems that provide energy savings, long life, and instant start capability. Please refer to the Lighting Room by Room Inventory in the Technical Appendix for detailed information on lighting quantities, locations, and specifications.

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**Site Project Summary**

Total Demand Savings	2	Total Annual Fuel Oil Savings		Total Prop 39 Share	\$359,716.00
Total Annual Electric Savings	67,852	Total Annual Cost Savings	\$13,818.00	Savings-to-investment Ratio (SIR)	.83
Total Annual Natural Gas Savings	83	Total Project Cost	\$359,716.00	Total Cost Paid Under PPA	
Total Annual Propane Savings		Total Rebates		Total Other Non-Repayable Funds	
					Overall Total Leveraged Funding (\$)

**Benchmarking**

Square Footage of School/Site: 39,796  
 Average Peak Demand (kW):  
 Total Annual Electric Use (kWh): 183,983  
 Total Annual Electric Charges (\$): \$44,266.00  
 Total Annual Gas Use (therms): 1,920  
 Total Annual Gas Charges (\$): \$1,906.00  
 Total Annual Propane Use (gals):  
 Total Annual Propane Charges (\$):  
 Total Annual Fuel Oil Use (gals):  
 Total Annual Fuel Oil Charges (\$):  
 Energy Bill Fiscal Year: 2015-16  
 Electric Utility: PG&E  
 Electric Utility Account #: 3314271998-9

Gas Utility: SoCal Gas

Gas Utility Account #: 1747156800 Demand Annual Annual Annual Annual Annual Other Non- Total Version

Savings (kW)	Electric Savings	Nat. Gas Savings	Propane Savings	Fuel Oil Savings	Energy Cost Savings (\$)	Measure Cost (\$)	Repayable Funds (\$)	Leveraged Funding (\$)	EEM SIR
2	8,710	83			\$2,008.00	\$152,018.50			.56
	6,840				\$1,504.00	\$78,296.50			.49
	15,532				\$2,736.00	\$15,869.00			2.80
	24,803				\$5,462.00	\$95,966.00			1.17
	11,967				\$2,108.00	\$17,566.00			1.15

Reminder: If the School/Site includes leased facilities, please include Building Owner Certification in backup documentation.

**Energy Use Intensity Calculator**

Electricity	Natural Gas	Other Fuels
W/SF	Therms/SF	Gals/SF
4.62 kWh/SF	.05	
\$1.11 Cost/SF	\$0.05 Cost/SF	
Energy Costs/SF/Year:	\$1.16	Energy Use(kbtu)/SF/Year: 54.37



## Orcutt Union School District - Lighting Detail Report

(sorted by building, floor, area)

### Admin / DO / Support Svcs / Bus / Warehouse -

PRE-RETROFIT							POST RETROFIT							
Location	Existing Fixture Description	Qty	Wt/Fxt	kW	Hours	kWh	Qty	Retrofit Code Description (Sensor in RED)	Wt/Fxt	kW	Hours	kWh	kW Svd	kWh Svd

#### Building/Area: Child Care

##### 1st Floor

Rf#-44 Entry	Rm - Open Area	2x4x 4L rec trf, F32T8 32w, electronic ballast	4	112	0.448	2,500	1,120	4	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-D</span>	36	0.144	2,500	360	0.304	760
Rf#-45	Rm - Office #1	2x4x 4L rec trf, F32T8 32w, electronic ballast	2	112	0.224	2,300	515	2	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-D</span>	36	0.072	2,300	166	0.152	350
Rf#-46	Rm - Office #2	2x4x 4L rec trf, F32T8 32w, electronic ballast	2	112	0.224	2,300	515	2	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-D</span>	36	0.072	2,300	166	0.152	350
Rf#-47	Rm - Office #3	2x4x 4L rec trf, F32T8 32w, electronic ballast	2	112	0.224	2,300	515	2	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-D</span>	36	0.072	2,300	166	0.152	350
Rf#-48	Rm - Office #4	2x4x 4L rec trf, F32T8 32w, electronic ballast	2	112	0.224	2,300	515	2	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-D</span>	36	0.072	2,300	166	0.152	350
Rf#-49	Rm - RR hallway	2x4x 4L rec trf, F32T8 32w, electronic ballast	1	112	0.112	3,000	336	1	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life	36	0.036	3,000	108	0.076	228
Rf#-50	Rm - Staff RR	2x4x 4L rec trf, F32T8 32w, electronic ballast	1	112	0.112	900	101	1	RLT844 - (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	52	0.052	900	47	0.06	54
Rf#-51 Mnt (walls)	Rm - Ext-Bldg	CF 1L wm wall pack V, CFP-26w, CF ballast	1	30	0.03	4,380	131	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.018	79

#### Building/Area: County Services Trailer

##### 1st Floor

Rf#-33 Space	Rm - Interior	(EST) 2x4x 2L rec trf, F32T8 32w, electronic ballast	10	59	0.59	2,500	1,475	10	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.26	2,500	650	0.33	825
Rf#-34 Mnt (walls)	Rm - Ext-Bldg	Inc. 2L wm par flood, Inc. 65w R30, n/a	2	120	0.24	4,380	1,051	2	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.024	4,380	105	0.216	946

#### Building/Area: DIR MOT Trailer

##### 1st Floor

Rf#-31 Space	Rm - Interior	(est) 1x4x 2L sm wp, F32T8 32w, electronic ballast	10	59	0.59	2,500	1,475	10	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.26	2,500	650	0.33	825
Rf#-32 Mnt (walls)	Rm - Ext-Bldg	Inc. 1L wm vandal, Inc. 60w A19, n/a	2	60	0.12	4,380	526	2	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.024	4,380	105	0.096	420

#### Building/Area: DO Admin Bldg

##### 1st Floor

Rf#-1 Reception	Rm - Main Office	2x4x 2L rec trf, F32T8 32w, electronic ballast	2	59	0.118	2,500	295	2	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.052	2,500	130	0.066	165
Rf#-2	Rm - Hallway	2x4x 2L rec trf, F32T8 32w, electronic ballast	3	59	0.177	3,000	531	3	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.078	3,000	234	0.099	297
Rf#-3	Rm - Staff M RR	1x4x 1L sm fxt, F32T8 32w, electronic ballast	1	31	0.031	900	28	1	RLT841 - (1) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	13	0.013	900	12	0.018	16
Rf#-4	Rm - Staff W RR	1x4x 1L sm fxt, F32T8 32w, electronic ballast	1	31	0.031	900	28	1	RLT841 - (1) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	13	0.013	900	12	0.018	16

## Orcutt Union School District - Lighting Detail Report

(sorted by building, floor, area)

### Admin / DO / Support Svcs / Bus / Warehouse -

PRE-RETROFIT							POST RETROFIT							
Location	Existing Fixture Description	Qty	Wt/Fxt	kW	Hours	kWh	Qty	Retrofit Code Description (Sensor in RED)	Wt/Fxt	kW	Hours	kWh	kW Svd	kWh Svd
Rf#-5 Rm - Office #1	2x4x 2L rec trf, F32T8 32w, electronic ballast	4	59	0.236	2,300	543	4	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.104	2,300	239	0.132	304
Rf#-6 Rm - Board Room	2x4x 2L sm box, F32T8 32w, electronic ballast	15	59	0.885	2,500	2,213	15	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.39	2,500	975	0.495	1,238
Rf#-7 Rm - Superintendent	2x4x 2L rec trf, F32T8 32w, electronic ballast	4	59	0.236	2,300	543	4	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.104	2,300	239	0.132	304
Rf#-8 Rm - Room Next to above	2x4x 2L rec trf, F32T8 32w, electronic ballast	4	59	0.236	2,500	590	4	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.104	2,500	260	0.132	330
Rf#-9 Rm - HR Services	1x4x 2L sm wp, F32T8 32w, electronic ballast	4	59	0.236	2,300	543	4	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.104	2,300	239	0.132	304
Rf#-10 Rm - HR Ast Sp Office	1x4x 4L sm wp, F32T8 32w, electronic ballast	2	112	0.224	2,300	515	2	RLT844 - (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	52	0.104	2,300	239	0.12	276
Rf#-11 Rm - small break room	1x4x 2L sm ind hood, F32T8 32w, electronic ballast	6	59	0.354	2,500	885	6	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.156	2,500	390	0.198	495
Rf#-12 Rm - Conf Room behind above	1x4x 2L sm ind hood, F32T8 32w, electronic ballast	6	59	0.354	2,500	885	6	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.156	2,500	390	0.198	495
Rf#-13 Rm - Conf Room #2	1x4x 4L sm wp, F32T8 32w, electronic ballast	2	112	0.224	2,500	560	2	RLT844 - (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	52	0.104	2,500	260	0.12	300
Rf#-14 Rm - Copy Room	2x4x 2L rec trf, F32T8 32w, electronic ballast	3	59	0.177	2,500	443	3	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.078	2,500	195	0.099	248
Rf#-15 Rm - Room next to below	2x4x 2L rec trf, F32T8 32w, electronic ballast	6	59	0.354	2,500	885	6	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.156	2,500	390	0.198	495
Rf#-16 Rm - Dir of Fiscal Services	2x4x 2L rec trf, F32T8 32w, electronic ballast	6	59	0.354	2,300	814	6	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.156	2,300	359	0.198	455
Rf#-17 Rm - DS Office	2x4x 2L rec trf, F32T8 32w, electronic ballast	3	59	0.177	2,300	407	3	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.078	2,300	179	0.099	228
Rf#-18 Rm - Payroll	(est) 1x4x 2L sm wp, F32T8 32w, electronic ballast	6	59	0.354	2,300	814	6	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.156	2,300	359	0.198	455
Rf#-19 Rm - Office #1	1x4x 4L sm wp, F32T8 32w, electronic ballast	4	112	0.448	2,300	1,030	4	RLT844 - (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	52	0.208	2,300	478	0.24	552
Rf#-20 Rm - Business Services	2x4x 2L sm box, F32T8 32w, electronic ballast	6	59	0.354	2,300	814	6	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.156	2,300	359	0.198	455
Rf#-21 Rm - Ext-Bldg Mnt (walls)	HPS 1L wm wall pack V, HPS 70w, HID ballast	2	95	0.19	4,380	832	2	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.024	4,380	105	0.166	727
Rf#-22 Rm - Ext-Bldg Mnt (walls)	LED 1L flood, LED 40w?, n/a	2	40	0.08	4,380	350	2	DND - DND: (do not do, fixtures left as is)	40	0.08	4,380	350	0	0
Rf#-23 Rm - Ext-Bldg Mnt (walls)	CF 1L wm vapor jar, CFS-23w, CF ballast	2	26	0.052	4,380	228	2	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.024	4,380	105	0.028	123

### Building/Area: DO Warehouse C

#### 1st Floor

Rf#-24 Rm - Warehouse Open Area	1x4x 6L pm high bay, F32T8 32w, electronic ballast	3	171	0.513	2,500	1,283	3	RLT846 - (6) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	78	0.234	2,500	585	0.279	698
Rf#-25 Rm - breakroom	1x4x 2L sm wp, F32T8 32w, electronic ballast	4	59	0.236	2,500	590	4	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.104	2,500	260	0.132	330

## Orcutt Union School District - Lighting Detail Report

(sorted by building, floor, area)

### Admin / DO / Support Svcs / Bus / Warehouse -

PRE-RETROFIT								POST RETROFIT							
Location	Existing Fixture Description	Qty	Wt/Fxt	kW	Hours	kWh	Qty	Retrofit Code Description (Sensor in RED)	Wt/Fxt	kW	Hours	kWh	kW Svd	kWh Svd	
Rf#-26 Rm - Open Area	1x8x 1L sm strip, F96T8 59w, electronic ballast	2	109	0.218	2,500	545	2	RLT842bh - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, (1) new electronic ballast/ driver, (1) 8' to 4'	26	0.052	2,500	130	0.166	415	
Rf#-27 Rm - Hallway	1x8x 1L sm strip, F96T8 59w, electronic ballast	1	109	0.109	3,000	327	1	RLT842bh - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, (1) new electronic ballast/ driver, (1) 8' to 4'	26	0.026	3,000	78	0.083	249	
Rf#-28 Rm - smaller rooms	1x8x 1L sm strip, F96T8 59w, electronic ballast	5	109	0.545	2,500	1,363	5	RLT842bh - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, (1) new electronic ballast/ driver, (1) 8' to 4'	26	0.13	2,500	325	0.415	1,038	
Rf#-29 Rm - smaller rooms	1x4x 2L sm wp, F32T8 32w, electronic ballast	2	59	0.118	2,500	295	2	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.052	2,500	130	0.066	165	
Rf#-30 Rm - Ext-Bldg Mnt (walls)	HPS 1L flood, knuckle, HPS 100w, HID ballast	5	138	0.69	4,380	3,022	5	NL019/flid - New LED flood, knuckle mount, 50,000-Hr L70 rated life, 19w	19	0.095	4,380	416	0.595	2,606	

### Building/Area: IMC

#### 1st Floor

Rf#-60 Rm - South Side Entry Open Area	1x4x 2L sm wp, F32T8 32w, electronic ballast	8	59	0.472	2,500	1,180	8	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.208	2,500	520	0.264	660
Rf#-61 Rm - Office #1	1x4x 2L sm wp, F32T8 32w, electronic ballast	1	59	0.059	2,300	136	1	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.026	2,300	60	0.033	76
Rf#-62 Rm - Office #2	1x4x 2L sm wp, F32T8 32w, electronic ballast	4	59	0.236	2,300	543	4	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.104	2,300	239	0.132	304
Rf#-63 Rm - E Room	1x4x 2L sm wp, F32T8 32w, electronic ballast	10	59	0.59	2,500	1,475	10	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.26	2,500	650	0.33	825
Rf#-64 Rm - IMC Main Room	2x4x 2L rec trf, F32T8 32w, electronic ballast	36	59	2.124	2,500	5,310	36	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.936	2,500	2,340	1.188	2,970
Rf#-65 Rm - Office #1	1x4x 2L sm wp, F32T8 32w, electronic ballast	3	59	0.177	2,300	407	3	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.078	2,300	179	0.099	228
Rf#-66 Rm - Office #2	1x4x 2L sm wp, F32T8 32w, electronic ballast	2	59	0.118	2,300	271	2	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.052	2,300	120	0.066	152
Rf#-67 Rm - Office #3	1x4x 2L sm wp, F32T8 32w, electronic ballast	3	59	0.177	2,300	407	3	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.078	2,300	179	0.099	228
Rf#-68 Rm - Staff RR	1x4x 2L sm wp, F32T8 32w, electronic ballast	2	59	0.118	900	106	2	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.052	900	47	0.066	59
Rf#-69 Rm - Staff RR	1x4x 2L sm wp, F32T8 32w, electronic ballast	2	59	0.118	900	106	2	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.052	900	47	0.066	59

### Building/Area: MM&O Trailer D

#### 1st Floor

Rf#-35 Rm - Office #1	2x4x 2L rec trf, F32T8 32w, electronic ballast	2	59	0.118	2,300	271	2	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.052	2,300	120	0.066	152
Rf#-36 Rm - Open Area	2x4x 2L rec trf, F32T8 32w, electronic ballast	4	59	0.236	2,500	590	4	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.104	2,500	260	0.132	330
Rf#-37 Rm - C Room	1x4x 2L sm wp, F32T8 32w, electronic ballast	1	59	0.059	2,500	148	1	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.026	2,500	65	0.033	82
Rf#-38 Rm - Office #2	2x4x 2L rec trf, F32T8 32w, electronic ballast	2	59	0.118	2,300	271	2	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.052	2,300	120	0.066	152

## Orcutt Union School District - Lighting Detail Report

(sorted by building, floor, area)

### Admin / DO / Support Svcs / Bus / Warehouse -

PRE-RETROFIT							POST RETROFIT							
Location	Existing Fixture Description	Qty	Wt/Fxt	kW	Hours	kWh	Qty	Retrofit Code Description (Sensor in RED)	Wt/Fxt	kW	Hours	kWh	kW Svd	kWh Svd
Rf#-39 Rm - Office #3	2x4x 2L rec trf, F32T8 32w, electronic ballast	3	59	0.177	2,300	407	3	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.078	2,300	179	0.099	228
Rf#-40 Rm - Office #4	2x4x 2L rec trf, F32T8 32w, electronic ballast	2	59	0.118	2,300	271	2	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.052	2,300	120	0.066	152
Rf#-41 Rm - Ext-Bldg Mnt (walls)	CF 1L wm wall pack V, CFP-26w, CF ballast	2	30	0.06	4,380	263	2	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.024	4,380	105	0.036	158

#### Building/Area: Oasis Trailer

##### 1st Floor

Rf#-77 Rm - Open Area	1x4x 2L sm wp, F32T8 32w, electronic ballast	3	59	0.177	2,500	443	3	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.078	2,500	195	0.099	248
Rf#-78 Rm - Ext-Bldg Mnt (walls)	MV 1L wm barnlight, MV 175w, HID ballast	2	215	0.43	4,380	1,883	2	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.024	4,380	105	0.406	1,778
Rf#-79 Rm - Ext-Bldg Mnt (walls)	LED 1L wm wall pack, LED 30w, n/a	1	30	0.03	4,380	131	1	DND - DND: (do not do, fixtures left as is)	30	0.03	4,380	131	0	0

#### Building/Area: Shops

##### 1st Floor

Rf#-80 Rm - Grounds Shop	2x4x 2L pm box, F32T8 32w, electronic ballast	5	59	0.295	2,500	738	5	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.13	2,500	325	0.165	412
Rf#-81 Rm - Bus Maintenance	1x8x 4L pm ind hood, F96T8 59w, electronic ballast	11	109	1.199	2,500	2,998	11	RL068/skit - (2) 4' LED 34w linear led strip kit, 50,000-Hr L70 rated life, 120/277, 4000K	68	0.748	2,500	1,870	0.451	1,128
Rf#-82 Rm - Bus Maintenance	1x4x 2L sm wp, F32T8 32w, electronic ballast	2	59	0.118	2,500	295	2	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.052	2,500	130	0.066	165
Rf#-83 Rm - Paint Shop	1x4x 2L sm ind hood, F32T8 32w, electronic ballast	7	59	0.413	600	248	7	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.182	600	109	0.231	139
Rf#-84 Rm - storage	(est) 1x4x 2L sm strip, F32T8 32w, electronic ballast	4	59	0.236	600	142	4	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.104	600	62	0.132	79
Rf#-85 Rm - storage Bus Maint	(est) 1x4x 2L sm strip, F32T8 32w, electronic ballast	4	59	0.236	600	142	4	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.104	600	62	0.132	79
Rf#-86 Rm - maintenance shop	1x4x 2L sm ind hood, F32T8 32w, electronic ballast	19	59	1.121	2,500	2,803	19	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.494	2,500	1,235	0.627	1,568
Rf#-87 Rm - maintenance shop	1x4x 2L sm box, F32T8 32w, electronic ballast	5	59	0.295	2,500	738	5	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.13	2,500	325	0.165	412
Rf#-88 Rm - Ext-Bldg Mnt (walls)	Inc. 2L wm par flood, Inc. 65w R30, n/a	4	120	0.48	4,380	2,102	4	NL030/wp/ft - New LED wall pack (FT), 50,000-Hr L70 rated life, 30w	30	0.12	4,380	526	0.36	1,577
Rf#-89 Rm - Ext-Bldg Mnt (walls)	HPS 1L wm wall pack V, HPS 70w, HID ballast	1	95	0.095	4,380	416	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.083	364
Rf#-90 Rm - Ext-Bldg Mnt (walls)	CF 1L wm wall pack V, CFP-26w, CF ballast	1	30	0.03	4,380	131	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.018	79

#### Building/Area: Special Services

##### 1st Floor

Rf#-52 Rm - Conf Room	2x4x 4L rec trf, F32T8 32w, electronic ballast	4	112	0.448	2,500	1,120	4	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-D</span>	36	0.144	2,500	360	0.304	760
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## Orcutt Union School District - Lighting Detail Report

(sorted by building, floor, area)

### Admin / DO / Support Svcs / Bus / Warehouse -

PRE-RETROFIT							POST RETROFIT							
Location	Existing Fixture Description	Qty	Wt/Fxt	kW	Hours	kWh	Qty	Retrofit Code Description (Sensor in RED)	Wt/Fxt	kW	Hours	kWh	kW Svd	kWh Svd
Rf#-53 Rm - Open Area	2x4x 4L rec trf, F32T8 32w, electronic ballast	6	112	0.672	2,500	1,680	6	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-D</span>	36	0.216	2,500	540	0.456	1,140
Rf#-54 Rm - Office #1	2x4x 4L rec trf, F32T8 32w, electronic ballast	2	112	0.224	2,300	515	2	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-D</span>	36	0.072	2,300	166	0.152	350
Rf#-55 Rm - Office #2	2x4x 4L rec trf, F32T8 32w, electronic ballast	2	112	0.224	2,300	515	2	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-D</span>	36	0.072	2,300	166	0.152	350
Rf#-56 Rm - Office #3	2x4x 4L rec trf, F32T8 32w, electronic ballast	2	112	0.224	2,300	515	2	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-D</span>	36	0.072	2,300	166	0.152	350
Rf#-57 Rm - Office #4	2x4x 4L rec trf, F32T8 32w, electronic ballast	2	112	0.224	2,300	515	2	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-D</span>	36	0.072	2,300	166	0.152	350
Rf#-58 Rm - Staff RR	2x4x 4L rec trf, F32T8 32w, electronic ballast	1	112	0.112	900	101	1	RLT844 - (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	52	0.052	900	47	0.06	54
Rf#-59 Rm - Ext-Bldg Mnt (walls)	CF 1L wm wall pack V, CFP-26w, CF ballast	1	30	0.03	4,380	131	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.018	79

#### Building/Area: Storage Building

##### 1st Floor

Rf#-93 Rm - Interior Space	(est) 1x4x 2L sm ind hood, F32T8 32w, electronic ballast	7	59	0.413	600	248	7	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.182	600	109	0.231	139
Rf#-94 Rm - Ext-Bldg Mnt (walls)	CF 1L wm wall pack V, CFP-26w, CF ballast	1	30	0.03	4,380	131	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.018	79

#### Building/Area: Storage Trailer

##### 1st Floor

Rf#-91 Rm - Interior Space	(EST) 2x4x 2L rec trf, F32T8 32w, electronic ballast	7	59	0.413	600	248	7	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.182	600	109	0.231	139
Rf#-92 Rm - Ext-Bldg Mnt (walls)	CF 1L wm wall pack V, CFP-26w, CF ballast	1	30	0.03	4,380	131	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.018	79

#### Building/Area: Tech Services

##### 1st Floor

Rf#-70 Rm - Open Area	2x4x 4L rec trf, F32T8 32w, electronic ballast	7	112	0.784	2,500	1,960	7	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-D</span>	36	0.252	2,500	630	0.532	1,330
Rf#-71 Rm - Office #1	1x4x 2L sm wp, F32T8 32w, electronic ballast	2	59	0.118	2,300	271	2	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.052	2,300	120	0.066	152
Rf#-72 Rm - Office #2	1x4x 4L sm wp, F32T8 32w, electronic ballast	2	112	0.224	2,300	515	2	RLT844 - (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	52	0.104	2,300	239	0.12	276
Rf#-73 Rm - Staff RR	1x4x 2L sm wp, F32T8 32w, electronic ballast	1	59	0.059	900	53	1	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.026	900	23	0.033	30
Rf#-74 Rm - Office #3	1x4x 2L sm wp, F32T8 32w, electronic ballast	2	59	0.118	2,300	271	2	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.052	2,300	120	0.066	152
Rf#-75 Rm - Office #4	1x4x 2L sm wp, F32T8 32w, electronic ballast	2	59	0.118	2,300	271	2	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.052	2,300	120	0.066	152
Rf#-76 Rm - Ext-Bldg Mnt (walls)	CF 1L wm wall pack V, CFP-26w, CF ballast	1	30	0.03	4,380	131	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.018	79

## Orcutt Union School District - Lighting Detail Report

(sorted by building, floor, area)

### Admin / DO / Support Svcs / Bus / Warehouse -

PRE-RETROFIT							POST RETROFIT								
Location	Existing Fixture Description	Qty	Wt/Fxt	kW	Hours	kWh	Qty	Retrofit Code	Description (Sensor in RED)	Wt/Fxt	kW	Hours	kWh	kW Svd	kWh Svd
<b>Building/Area: Transportation Trailer</b>															
<b>1st Floor</b>															
Rf#-42 Rm - Interior Space	(EST) 2x4x 2L rec trf, F32T8 32w, electronic ballast	10	59	0.59	2,500	1,475	10	RLT842 -	(2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.26	2,500	650	0.33	825
Rf#-43 Rm - Ext-Bldg Mnt (walls)	CF 1L wm wall pack V, CFP-26w, CF ballast	1	30	0.03	4,380	131	1	NL012/wp -	New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.018	79

<b>W for Admin / DO / Support Svcs / Bus / Warehouse :</b>	<b>375</b>	<b>26.8</b>	<b>375</b>	<b>10.8</b>	<b>16.0</b>	
<b>kWh for Admin / DO / Support Svcs / Bus / Warehouse :</b>	<b>66,779</b>			<b>25,691</b>		<b>41,103</b>

## Orcutt Union School District - Lighting Detail Report

(sorted by building, floor, area)

### Alice Shaw Elementary -

PRE-RETROFIT								POST RETROFIT							
Location	Existing Fixture Description	Qty	Wt/Fxt	kW	Hours	kWh	Qty	Retrofit Code	Description (Sensor in RED)	Wt/Fxt	kW	Hours	kWh	kW Svd	kWh Svd

#### Building/Area: Admin Wing

##### 1st Floor

Rf#-1 Rm - Main Office Reception	2x4x 2L sm box, F32T8 32w, electronic ballast	4	59	0.236	2,500	590	4	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.104	2,500	260	0.132	330
Rf#-2 Rm - Principals Office	2x4x 2L sm box, F32T8 32w, electronic ballast	2	59	0.118	2,300	271	2	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.052	2,300	120	0.066	152
Rf#-3 Rm - Speech Office	2x4x 2L sm box, F32T8 32w, electronic ballast	2	59	0.118	2,300	271	2	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.052	2,300	120	0.066	152
Rf#-4 Rm - Nurse Office	2x4x 2L rec trf, F32T8 32w, electronic ballast	3	59	0.177	2,300	407	3	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.078	2,300	179	0.099	228
Rf#-5 Rm - Nurse RR	1x4x 2L sm wp, F32T8 32w, electronic ballast	1	59	0.059	900	53	1	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.026	900	23	0.033	30
Rf#-6 Rm - Hallway to Teachers Lounge	CF 2L sm dome, CFP-26w, CF ballast	2	60	0.12	3,000	360	2	NL017/sq - New LED surface mnt sq, 50,000-Hr L70 rated life, 17w (XT)	17	0.034	3,000	102	0.086	258
Rf#-7 Rm - Staff M RR	Inc. 2L wm vanity, Inc. 60w A19, n/a	1	120	0.12	900	108	1	RL091/s - (1) LED 8.5w A19 screw in lamp, 4000K	8	0.009	900	8	0.1115	100
Rf#-8 Rm - Staff W RR	Inc. 2L wm vanity, Inc. 60w A19, n/a	1	120	0.12	900	108	1	RL091/s - (1) LED 8.5w A19 screw in lamp, 4000K	8	0.009	900	8	0.1115	100
Rf#-9 Rm - Teachers Lounge	2x4x 2L rec trf, F32T8 32w, electronic ballast	9	59	0.531	2,500	1,328	9	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.234	2,500	585	0.297	742
Rf#-10 Rm - Copy Room	2x4x 2L rec trf, F32T8 32w, electronic ballast	2	59	0.118	2,500	295	2	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.052	2,500	130	0.066	165
Rf#-11 Rm - MPR	2x4x 3L sm box, F32T8 32w, electronic ballast	36	90	3.24	2,500	8,100	36	RLT843 - (3) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	39	1.404	2,500	3,510	1.836	4,590
Rf#-12 Rm - MPR	CF 2L wm exit sign, CFP-9w, CF ballast	3	21	0.063	1,100	69	3	NLX - New LED exit sign with battery backup	2	0.008	1,100	8	0.0555	61
Rf#-13 Rm - kitchen	1x4x 2L sm wp, F32T8 32w, electronic ballast	16	59	0.944	2,200	2,077	16	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.416	2,200	915	0.528	1,162
Rf#-14 Rm - kitchen	CF 2L sm dome, CFP-26w, CF ballast	3	60	0.18	2,200	396	3	NL017/sq - New LED surface mnt sq, 50,000-Hr L70 rated life, 17w (XT)	17	0.051	2,200	112	0.129	284
Rf#-15 Rm - Ext-Pole Mnt (Parking lot)	HPS 1L shoe box, SqP, DB 2DH, 1SH, HPS 250w, HID ballast	5	295	1.475	4,380	6,461	5	NL071/p/s - New LED area light, pole or bldg mount, 100,000-Hr L70 rated life, 71w, onboard dimming <span style="color: red;">000b</span>	71	0.355	1,314	739	1.12	5,722
Rf#-16 Rm - Ext-Pole Mnt (Parking lot)	HPS 1L shoe box, SqP, RAB FCO 1SH, LED 104w, n/a	1	104	0.104	4,380	456	1	NL071/p/s - New LED area light, pole or bldg mount, 100,000-Hr L70 rated life, 71w, onboard dimming <span style="color: red;">000b</span>	71	0.071	1,314	148	0.033	308
Rf#-17 Rm - Ext-Bldg Mnt (eves)	CF 1L rec square, CFS-15w, CF ballast	7	15	0.105	4,380	460	7	RL091/s - (1) LED 8.5w A19 screw in lamp, 4000K	8	0.06	4,380	261	0.0455	199

#### Building/Area: K Wing

##### 1st Floor

Rf#-18 Rm - Room K1	1x4x 2L sm wp, F32T8 32w, electronic ballast	16	59	0.944	1,800	1,699	16	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast <span style="color: red;">C1HD</span>	26	0.416	1,440	599	0.528	1,100
Rf#-19 Rm - Room K1 RR	1x4x 2L sm wp, F32T8 32w, electronic ballast	1	59	0.059	1,800	106	1	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.026	1,800	47	0.033	59

## Orcutt Union School District - Lighting Detail Report

(sorted by building, floor, area)

### Alice Shaw Elementary -

PRE-RETROFIT							POST RETROFIT							
Location	Existing Fixture Description	Qty	Wt/Fxt	kW	Hours	kWh	Qty	Retrofit Code Description (Sensor in RED)	Wt/Fxt	kW	Hours	kWh	kW Svd	kWh Svd
Rf#-20 Rm - Room K2	1x4x 2L sm wp, F32T8 32w, electronic ballast	16	59	0.944	1,800	1,699	16	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast <span style="color: red;">C1HD</span>	26	0.416	1,440	599	0.528	1,100
Rf#-21 Rm - Room K2 RR	1x4x 2L sm wp, F32T8 32w, electronic ballast	1	59	0.059	1,800	106	1	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.026	1,800	47	0.033	59
Rf#-22 Rm - Ext-Bldg Mnt (wall)	CF 1L wm wall pack V, CFS-15w, CF ballast	2	15	0.03	4,380	131	2	RL091/s - (1) LED 8.5w A19 screw in lamp, 4000K	8	0.017	4,380	74	0.013	57
Rf#-23 Rm - Ext-Bldg Mnt (eves)	CF 1L rec square, CFS-15w, CF ballast	4	15	0.06	4,380	263	4	RL091/s - (1) LED 8.5w A19 screw in lamp, 4000K	8	0.034	4,380	149	0.026	114

### Building/Area: Portables

#### 1st Floor

Rf#-53 Rm - Room 17	2x4x 2L rec trf, F32T8 32w, electronic ballast	24	59	1.416	1,800	2,549	24	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast <span style="color: red;">C1</span>	26	0.624	1,440	899	0.792	1,650
Rf#-54 Rm - Room 17	HPS 1L wm wall pack V, HPS 70w, HID ballast	1	95	0.095	4,380	416	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.083	364
Rf#-55 Rm - Room 18	2x4x 2L rec trf, F32T8 32w, electronic ballast	24	59	1.416	1,800	2,549	24	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast <span style="color: red;">C1</span>	26	0.624	1,440	899	0.792	1,650
Rf#-56 Rm - Room 18	HPS 1L wm wall pack V, HPS 70w, HID ballast	1	95	0.095	4,380	416	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.083	364
Rf#-57 Rm - Room 19	2x4x 2L rec trf, F32T8 32w, electronic ballast	24	59	1.416	1,800	2,549	24	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast <span style="color: red;">C1</span>	26	0.624	1,440	899	0.792	1,650
Rf#-58 Rm - Room 19	HPS 1L wm wall pack V, HPS 70w, HID ballast	1	95	0.095	4,380	416	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.083	364
Rf#-59 Rm - Room 20	2x4x 2L rec trf, F32T8 32w, electronic ballast	24	59	1.416	1,800	2,549	24	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast <span style="color: red;">C1</span>	26	0.624	1,440	899	0.792	1,650
Rf#-60 Rm - Room 20	HPS 1L wm wall pack V, HPS 70w, HID ballast	1	95	0.095	4,380	416	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.083	364
Rf#-61 Rm - Room 21	2x4x 4L rec trf, F32T8 32w, electronic ballast	24	112	2.688	1,800	4,838	24	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.864	1,440	1,244	1.824	3,594
Rf#-62 Rm - Room 21	Inc. 1L wm vandal, Inc. 60w A19, n/a	2	60	0.12	4,380	526	2	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.024	4,380	105	0.096	420
Rf#-63 Rm - Room 22	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.432	1,440	622	0.912	1,797
Rf#-64 Rm - Room 22	Inc. 1L wm vandal, Inc. 60w A19, n/a	1	60	0.06	4,380	263	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.048	210
Rf#-65 Rm - Room 23	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.432	1,440	622	0.912	1,797
Rf#-66 Rm - Room 23	HPS 1L wm wall pack V, HPS 70w, HID ballast	1	95	0.095	4,380	416	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.083	364
Rf#-67 Rm - Room 24	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.432	1,440	622	0.912	1,797
Rf#-68 Rm - Room 24	CF 1L wm vandal, CFP-26w, CF ballast	1	30	0.03	4,380	131	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.018	79
Rf#-69 Rm - Room 25	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.432	1,440	622	0.912	1,797



## Orcutt Union School District - Lighting Detail Report

(sorted by building, floor, area)

### Alice Shaw Elementary -

PRE-RETROFIT								POST RETROFIT							
Location	Existing Fixture Description	Qty	Wt/Fxt	kW	Hours	kWh	Qty	Retrofit Code Description (Sensor in RED)	Wt/Fxt	kW	Hours	kWh	kW Svd	kWh Svd	
Rf#-70 Rm - Room 25	HPS 1L wm wall pack V, HPS 70w, HID ballast	1	95	0.095	4,380	416	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.083	364	
Rf#-71 Rm - Room 26	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.432	1,440	622	0.912	1,797	
Rf#-72 Rm - Room 26	HPS 1L wm wall pack V, HPS 70w, HID ballast	1	95	0.095	4,380	416	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.083	364	
Rf#-73 Rm - Room 26	HPS 1L wm flood, knuckle, HPS 100w, HID ballast	1	138	0.138	4,380	604	1	NL019/flid - New LED flood, knuckle mount, 50,000-Hr L70 rated life, 19w	19	0.019	4,380	83	0.119	521	
Rf#-74 Rm - Room 27	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.432	1,440	622	0.912	1,797	
Rf#-75 Rm - Room 27	HPS 1L wm wall pack V, HPS 70w, HID ballast	1	95	0.095	4,380	416	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.083	364	
Rf#-76 Rm - Room 28	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.432	1,440	622	0.912	1,797	
Rf#-77 Rm - Room 28	HPS 1L wm wall pack V, HPS 70w, HID ballast	1	95	0.095	4,380	416	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.083	364	
Rf#-78 Rm - Room 29	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.432	1,440	622	0.912	1,797	
Rf#-79 Rm - Room 29	HPS 1L wm wall pack V, HPS 70w, HID ballast	1	95	0.095	4,380	416	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.083	364	
Rf#-80 Rm - Room 30	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.432	1,440	622	0.912	1,797	
Rf#-81 Rm - Room 30	HPS 1L wm wall pack V, HPS 70w, HID ballast	1	95	0.095	4,380	416	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.083	364	

### Building/Area: Wing 1-8

#### 1st Floor

Rf#-24 Rm - Room 1	1x8x 4L sm wp, F32T8 32w, electronic ballast	9	112	1.008	1,800	1,814	9	RLT844 - (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast <span style="color: red;">C1HD</span>	52	0.468	1,440	674	0.54	1,140
Rf#-25 Rm - Room 2	1x8x 4L sm wp, F32T8 32w, electronic ballast	9	112	1.008	1,800	1,814	9	RLT844 - (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast <span style="color: red;">C1HD</span>	52	0.468	1,440	674	0.54	1,140
Rf#-26 Rm - Room 3	1x8x 4L sm wp, F32T8 32w, electronic ballast	9	112	1.008	1,800	1,814	9	RLT844 - (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast <span style="color: red;">C1HD</span>	52	0.468	1,440	674	0.54	1,140
Rf#-27 Rm - Room 4	1x8x 4L sm wp, F32T8 32w, electronic ballast	9	112	1.008	1,800	1,814	9	RLT844 - (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast <span style="color: red;">C1HD</span>	52	0.468	1,440	674	0.54	1,140
Rf#-28 Rm - B RR	(est) 1x4x 2L sm wp, F32T8 32w, electronic ballast	3	59	0.177	2,900	513	3	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.078	2,900	226	0.099	287
Rf#-29 Rm - G RR	(est) 1x4x 2L sm wp, F32T8 32w, electronic ballast	3	59	0.177	2,900	513	3	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.078	2,900	226	0.099	287
Rf#-30 Rm - Staff RR Halway	(est) 1x4x 2L sm wp, F32T8 32w, electronic ballast	1	59	0.059	2,500	148	1	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.026	2,500	65	0.033	82
Rf#-31 Rm - Staff RR	(est) 1x4x 2L sm wp, F32T8 32w, electronic ballast	1	59	0.059	900	53	1	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.026	900	23	0.033	30
Rf#-32 Rm - Staff RR	(est) 1x4x 2L sm wp, F32T8 32w, electronic ballast	1	59	0.059	900	53	1	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.026	900	23	0.033	30

## Orcutt Union School District - Lighting Detail Report

(sorted by building, floor, area)

### Alice Shaw Elementary -

PRE-RETROFIT								POST RETROFIT								
Location	Existing Fixture Description	Qty	Wt/Fxt	kW	Hours	kWh	Qty	Retrofit Code	Description (Sensor in RED)	Wt/Fxt	kW	Hours	kWh	kW Svd	kWh Svd	
Rf#-33 Office	Rm - Speech	1x4x 2L sm wp, F32T8 32w, electronic ballast	2	59	0.118	1,800	212	2	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.052	1,800	94	0.066	119	
Rf#-34	Rm - Room 5	1x8x 4L sm wp, F32T8 32w, electronic ballast	9	112	1.008	1,800	1,814	9	RLT844 - (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	C1HD	52	0.468	1,440	674	0.54	1,140
Rf#-35	Rm - Room 6	1x8x 4L sm wp, F32T8 32w, electronic ballast	9	112	1.008	1,800	1,814	9	RLT844 - (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	C1HD	52	0.468	1,440	674	0.54	1,140
Rf#-36	Rm - Room 7	1x8x 4L sm wp, F32T8 32w, electronic ballast	9	112	1.008	1,800	1,814	9	RLT844 - (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	C1HD	52	0.468	1,440	674	0.54	1,140
Rf#-37	Rm - Room 8	1x8x 4L sm wp, F32T8 32w, electronic ballast	9	112	1.008	1,800	1,814	9	RLT844 - (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	C1HD	52	0.468	1,440	674	0.54	1,140
Rf#-38	Rm - Ext-Bldg Mnt (eves)	CF 1L rec square, CFS-15w, CF ballast	10	15	0.15	4,380	657	10	RL091/s - (1) LED 8.5w A19 screw in lamp, 4000K	8	0.085	4,380	372	0.065	285	
Rf#-39	Rm - Ext-Bldg Mnt (wall)	HPS 1L wm square 9", HPS 70w, HID ballast	1	95	0.095	4,380	416	1	NL017/sq - New LED surface mnt sq, 50,000-Hr L70 rated life, 17w (XT)	17	0.017	4,380	74	0.078	342	

#### Building/Area: Wing 9-16

##### 1st Floor

Rf#-40	Rm - Room 9	1x8x 4L sm wp, F32T8 32w, electronic ballast	9	112	1.008	1,800	1,814	9	RLT844 - (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	C1HD	52	0.468	1,440	674	0.54	1,140
Rf#-41	Rm - Room 10	1x8x 4L sm wp, F32T8 32w, electronic ballast	9	112	1.008	1,800	1,814	9	RLT844 - (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	C1HD	52	0.468	1,440	674	0.54	1,140
Rf#-42	Rm - Room 11	1x8x 4L sm wp, F32T8 32w, electronic ballast	9	112	1.008	1,800	1,814	9	RLT844 - (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	C1HD	52	0.468	1,440	674	0.54	1,140
Rf#-43	Rm - Room 12	1x8x 4L sm wp, F32T8 32w, electronic ballast	9	112	1.008	1,800	1,814	9	RLT844 - (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	C1HD	52	0.468	1,440	674	0.54	1,140
Rf#-44	Rm - Room 13	1x8x 4L sm wp, F32T8 32w, electronic ballast	9	112	1.008	1,800	1,814	9	RLT844 - (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	C1HD	52	0.468	1,440	674	0.54	1,140
Rf#-45	Rm - Room 14	1x8x 4L sm wp, F32T8 32w, electronic ballast	9	112	1.008	1,800	1,814	9	RLT844 - (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	C1HD	52	0.468	1,440	674	0.54	1,140
Rf#-46	Rm - Room 15	1x8x 4L sm wp, F32T8 32w, electronic ballast	9	112	1.008	1,800	1,814	9	RLT844 - (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	C1HD	52	0.468	1,440	674	0.54	1,140
Rf#-47	Rm - Room 16	1x8x 4L sm wp, F32T8 32w, electronic ballast	9	112	1.008	1,800	1,814	9	RLT844 - (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	C1HD	52	0.468	1,440	674	0.54	1,140
Rf#-48	Rm - Room 17A	2x4x 3L rec trf, F32T8 32w, electronic ballast	3	90	0.27	1,800	486	3	RLT843 - (3) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	39	0.117	1,800	211	0.153	275	
Rf#-49	Rm - Staff M RR	(est) 1x4x 2L sm wp, F32T8 32w, electronic ballast	2	59	0.118	900	106	2	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.052	900	47	0.066	59	
Rf#-50	Rm - Staff W RR	(est) 1x4x 2L sm wp, F32T8 32w, electronic ballast	2	59	0.118	900	106	2	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.052	900	47	0.066	59	
Rf#-51	Rm - Ext-Bldg Mnt (eves)	CF 1L rec square, CFS-15w, CF ballast	10	15	0.15	4,380	657	10	RL091/s - (1) LED 8.5w A19 screw in lamp, 4000K	8	0.085	4,380	372	0.065	285	
Rf#-52	Rm - Ext-Bldg Mnt (wall)	HPS 1L wm square 9", HPS 70w, HID ballast	1	95	0.095	4,380	416	1	NL017/sq - New LED surface mnt sq, 50,000-Hr L70 rated life, 17w (XT)	17	0.017	4,380	74	0.078	342	

## Orcutt Union School District - Lighting Detail Report

(sorted by building, floor, area)

### Alice Shaw Elementary -

PRE-RETROFIT							POST RETROFIT								
Location	Existing Fixture Description	Qty	Wt/Fxt	kW	Hours	kWh	Qty	Retrofit Code	Description (Sensor in RED)	Wt/Fxt	kW	Hours	kWh	kW Svd	kWh Svd
Qty and kW for Alice Shaw Elementary :		566		49.5			566				19.6			29.9	
kWh for Alice Shaw Elementary :						102,090							32,696	69,395	

## Orcutt Union School District - Lighting Detail Report

(sorted by building, floor, area)

### Joe Nightingale Elementary -

PRE-RETROFIT							POST RETROFIT							
Location	Existing Fixture Description	Qty	Wt/Fxt	kW	Hours	kWh	Qty	Retrofit Code Description (Sensor in RED)	Wt/Fxt	kW	Hours	kWh	kW Svd	kWh Svd
<b>Building/Area: ? Bldg W of MPR</b>														
<b>1st Floor</b>														
Rf#-67 Rm - Main Room	1x8x 4L pm wp, F32T8 32w, electronic ballast	6	112	0.672	1,800	1,210	6	RLT844 - (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast <span style="color: red;">C1hd</span>	52	0.312	1,440	449	0.36	760
Rf#-68 Rm - B RR	1x4x 2L sm wp, F32T8 32w, electronic ballast	1	59	0.059	2,900	171	1	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.026	2,900	75	0.033	96
Rf#-69 Rm - G RR	1x4x 2L sm wp, F32T8 32w, electronic ballast	1	59	0.059	2,900	171	1	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.026	2,900	75	0.033	96
Rf#-70 Rm - Ext-Bldg Mnt (eves)	CF 1L rec square, CFS-15w, CF ballast	3	15	0.045	4,380	197	3	RL091/s - (1) LED 8.5w A19 screw in lamp, 4000K	8	0.026	4,380	112	0.0195	85

### Building/Area: Admin Wing

<b>1st Floor</b>														
Rf#-1 Rm - Main Office Reception	1x4x 2L sm wp, F32T8 32w, electronic ballast	4	59	0.236	2,500	590	4	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.104	2,500	260	0.132	330
Rf#-2 Rm - Principal Office	1x4x 2L sm wp, F32T8 32w, electronic ballast	4	59	0.236	2,300	543	4	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.104	2,300	239	0.132	304
Rf#-3 Rm - Nurse Office	1x4x 2L sm wp, F32T8 32w, electronic ballast	2	59	0.118	2,300	271	2	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.052	2,300	120	0.066	152
Rf#-4 Rm - Nurse RR	1x4x 2L sm wp, F32T8 32w, electronic ballast	1	59	0.059	900	53	1	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.026	900	23	0.033	30
Rf#-5 Rm - Ast Principal	1x4x 2L sm wp, F32T8 32w, electronic ballast	2	59	0.118	2,300	271	2	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.052	2,300	120	0.066	152
Rf#-6 Rm - Workroom	1x4x 2L sm wp, F32T8 32w, electronic ballast	3	59	0.177	2,500	443	3	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.078	2,500	195	0.099	248
Rf#-7 Rm - Kitchen	1x4x 2L sm wp, F32T8 32w, electronic ballast	6	59	0.354	2,200	779	6	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.156	2,200	343	0.198	436
Rf#-8 Rm - Kitchen RR	1x4x 2L sm wp, F32T8 32w, electronic ballast	2	59	0.118	900	106	2	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.052	900	47	0.066	59
Rf#-9 Rm - C RR	1x4x 2L sm wp, F32T8 32w, electronic ballast	4	59	0.236	900	212	4	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.104	900	94	0.132	119
Rf#-10 Rm - Staff M RR	Inc. 2L sm dome, Inc. 60w A19, n/a	1	120	0.12	900	108	1	RL091/s - (1) LED 8.5w A19 screw in lamp, 4000K	8	0.009	900	8	0.1115	100
Rf#-11 Rm - Staff W RR	Inc. 2L sm dome, Inc. 60w A19, n/a	1	120	0.12	900	108	1	RL091/s - (1) LED 8.5w A19 screw in lamp, 4000K	8	0.009	900	8	0.1115	100
Rf#-12 Rm - MPR	2x4x 2L rec trf, LED T8 18w, n/a	16	36	0.576	2,500	1,440	16	DND - DND: (do not do, fixtures left as is)	36	0.576	2,500	1,440	0	0
Rf#-13 Rm - Techers lounge	(est) 1x4x 2L sm wp, F32T8 32w, electronic ballast	8	59	0.472	2,500	1,180	8	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.208	2,500	520	0.264	660
Rf#-14 Rm - Ext-Bldg Mnt (wall)	CF 1L wm wall pack V, CFS-15w, CF ballast	2	15	0.03	4,380	131	2	RL091/s - (1) LED 8.5w A19 screw in lamp, 4000K	8	0.017	4,380	74	0.013	57
Rf#-15 Rm - Ext-Pole Mnt (Parking lot)	HPS 1L shoe box, SqP, DB 3DH, HPS 250w, HID ballast	6	295	1.77	4,380	7,753	6	NL071/p/s - New LED area light, pole or bldg mount, 100,000-Hr L70 rated life, 71w, onboard dimming <span style="color: red;">OCob</span>	71	0.426	1,314	886	1.344	6,866

## Orcutt Union School District - Lighting Detail Report

(sorted by building, floor, area)

### Joe Nightingale Elementary -

PRE-RETROFIT								POST RETROFIT							
Location	Existing Fixture Description	Qty	Wt/Fxt	kW	Hours	kWh	Qty	Retrofit Code	Description (Sensor in RED)	Wt/Fxt	kW	Hours	kWh	kW Svd	kWh Svd
Rf#-16 Rm - Ext-Pole Mnt (W of MPR)	HPS 1L shoe box, SqP, DB 1SH, LED 104w, n/a	1	104	0.104	4,380	456	1	NL071/p/s	New LED area light, pole or bldg mount, 100,000-Hr L70 rated life, 71w, onboard dimming	71	0.071	1,314	148	0.033	308
Rf#-17 Rm - Ext-Bldg Mnt (eves)	CF 1L rec square, CFS-15w, CF ballast	7	15	0.105	4,380	460	7	RL091/s	(1) LED 8.5w A19 screw in lamp, 4000K	8	0.06	4,380	261	0.0455	199

#### Building/Area: K Wing

##### 1st Floor

Rf#-18 Rm - Room K1	1x4x 2L sm wp, F32T8 32w, electronic ballast	24	59	1.416	1,800	2,549	24	RLT842	(2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.624	1,440	899	0.792	1,650
Rf#-19 Rm - Room K1 RR	1x4x 2L sm wp, F32T8 32w, electronic ballast	1	59	0.059	1,800	106	1	RLT842	(2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.026	1,800	47	0.033	59
Rf#-20 Rm - Room K2	1x4x 2L sm wp, F32T8 32w, electronic ballast	24	59	1.416	1,800	2,549	24	RLT842	(2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.624	1,440	899	0.792	1,650
Rf#-21 Rm - Room K2 RR	1x4x 2L sm wp, F32T8 32w, electronic ballast	1	59	0.059	1,800	106	1	RLT842	(2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.026	1,800	47	0.033	59
Rf#-22 Rm - Ext-Bldg Mnt (wall)	CF 1L wm wall pack V, CFS-15w, CF ballast	2	15	0.03	4,380	131	2	RL091/s	(1) LED 8.5w A19 screw in lamp, 4000K	8	0.017	4,380	74	0.013	57
Rf#-23 Rm - Ext-Bldg Mnt (eves)	CF 1L rec square, CFS-15w, CF ballast	4	15	0.06	4,380	263	4	RL091/s	(1) LED 8.5w A19 screw in lamp, 4000K	8	0.034	4,380	149	0.026	114

#### Building/Area: Portables

##### 1st Floor

Rf#-53 Rm - Room 28	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit	(1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life	36	0.432	1,440	622	0.912	1,797
Rf#-54 Rm - Room 28	CF 1L wm wall pack V, CFS-15w, CF ballast	1	15	0.015	4,380	66	1	NL012/wp	New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.003	13
Rf#-55 Rm - Room 29	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit	(1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life	36	0.432	1,440	622	0.912	1,797
Rf#-56 Rm - Room 29	CF 1L wm wall pack V, CFS-15w, CF ballast	1	15	0.015	4,380	66	1	NL012/wp	New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.003	13
Rf#-57 Rm - Room 30	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit	(1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life	36	0.432	1,440	622	0.912	1,797
Rf#-58 Rm - Room 30	CF 1L wm wall pack V, CFS-15w, CF ballast	1	15	0.015	4,380	66	1	NL012/wp	New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.003	13
Rf#-59 Rm - Room 31	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit	(1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life	36	0.432	1,440	622	0.912	1,797
Rf#-60 Rm - Room 31	HPS 1L wm wall pack V, HPS 70w, HID ballast	1	95	0.095	4,380	416	1	NL012/wp	New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.083	364
Rf#-61 Rm - Room 32	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit	(1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life	36	0.432	1,440	622	0.912	1,797
Rf#-62 Rm - Room 32	CF 1L wm wall pack V, HPS 70w, HID ballast	1	95	0.095	4,380	416	1	NL012/wp	New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.083	364
Rf#-63 Rm - Room ?? #1	2x4x 4L rec trf, F32T8 32w, electronic ballast	24	112	2.688	1,800	4,838	24	RL036/tkit	(1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life	36	0.864	1,440	1,244	1.824	3,594

## Orcutt Union School District - Lighting Detail Report

(sorted by building, floor, area)

### Joe Nightingale Elementary -

PRE-RETROFIT							POST RETROFIT							
Location	Existing Fixture Description	Qty	Wt/Fxt	kW	Hours	kWh	Qty	Retrofit Code Description (Sensor in RED)	Wt/Fxt	kW	Hours	kWh	kW Svd	kWh Svd
Rf#-64 Rm - Room ?? #1	Inc. 1L wm vandal, Inc. 60w A19, n/a	2	60	0.12	4,380	526	2	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.024	4,380	105	0.096	420
Rf#-65 Rm - Room ?? #2	2x4x 4L rec trf, F32T8 32w, electronic ballast	18	112	2.016	1,800	3,629	18	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.648	1,440	933	1.368	2,696
Rf#-66 Rm - Room ?? #2	Inc. 1L wm vandal, Inc. 60w A19, n/a	2	60	0.12	4,380	526	2	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.024	4,380	105	0.096	420
Rf#-71 Rm - Room 17	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.432	1,440	622	0.912	1,797
Rf#-72 Rm - Room 17	CF 1L wm wall pack V, HPS 70w, HID ballast	1	95	0.095	4,380	416	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.083	364
Rf#-73 Rm - Room 17	HPS 1L wm wall pack V, HPS 70w, HID ballast	1	95	0.095	4,380	416	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.083	364
Rf#-74 Rm - Room 18	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.432	1,440	622	0.912	1,797
Rf#-75 Rm - Room 18	CF 1L wm wall pack V, HPS 70w, HID ballast	1	95	0.095	4,380	416	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.083	364
Rf#-76 Rm - Room 18	HPS 1L wm wall pack V, HPS 70w, HID ballast	1	95	0.095	4,380	416	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.083	364
Rf#-77 Rm - Room 19	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.432	1,440	622	0.912	1,797
Rf#-78 Rm - Room 19	CF 1L wm wall pack V, HPS 70w, HID ballast	1	95	0.095	4,380	416	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.083	364
Rf#-79 Rm - Room 20	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.432	1,440	622	0.912	1,797
Rf#-80 Rm - Room 20	CF 1L wm wall pack V, HPS 70w, HID ballast	1	95	0.095	4,380	416	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.083	364
Rf#-81 Rm - Room 21	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.432	1,440	622	0.912	1,797
Rf#-82 Rm - Room 21	CF 1L wm wall pack V, HPS 70w, HID ballast	1	95	0.095	4,380	416	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.083	364
Rf#-83 Rm - Room 22	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.432	1,440	622	0.912	1,797
Rf#-84 Rm - Room 22	CF 1L wm wall pack V, HPS 70w, HID ballast	1	95	0.095	4,380	416	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.083	364
Rf#-85 Rm - RR Portable RR's	2x4x 4L rec trf, F32T8 32w, electronic ballast	7	112	0.784	2,900	2,274	7	RLT844 - (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	52	0.364	2,900	1,056	0.42	1,218
Rf#-86 Rm - Ext-Bldg Mnt RR Portable	CF 1L wm wall pack V, HPS 70w, HID ballast	1	95	0.095	4,380	416	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.083	364
Rf#-87 Rm - Ext-Bldg Mnt RR Portable	HPS 1L wm wall pack V, HPS 70w, HID ballast	1	95	0.095	4,380	416	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.083	364
Rf#-88 Rm - Room 23	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.432	1,440	622	0.912	1,797
Rf#-89 Rm - Room 23	CF 1L wm wall pack V, HPS 70w, HID ballast	1	95	0.095	4,380	416	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.083	364

## Orcutt Union School District - Lighting Detail Report

(sorted by building, floor, area)

### Joe Nightingale Elementary -

PRE-RETROFIT								POST RETROFIT							
Location	Existing Fixture Description	Qty	Wt/Fxt	kW	Hours	kWh	Qty	Retrofit Code	Description (Sensor in RED)	Wt/Fxt	kW	Hours	kWh	kW Svd	kWh Svd
Rf#-90 Rm - Room 24	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit	- (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.432	1,440	622	0.912	1,797
Rf#-91 Rm - Room 24	CF 1L wm wall pack V, HPS 70w, HID ballast	1	95	0.095	4,380	416	1	NL012/wp	- New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.083	364
Rf#-92 Rm - Room 25	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit	- (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.432	1,440	622	0.912	1,797
Rf#-93 Rm - Room 25	CF 1L wm wall pack V, HPS 70w, HID ballast	1	95	0.095	4,380	416	1	NL012/wp	- New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.083	364
Rf#-94 Rm - Room 26	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit	- (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.432	1,440	622	0.912	1,797
Rf#-95 Rm - Room 26	CF 1L wm wall pack V, HPS 70w, HID ballast	1	95	0.095	4,380	416	1	NL012/wp	- New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.083	364
Rf#-96 Rm - Room 27	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit	- (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.432	1,440	622	0.912	1,797
Rf#-97 Rm - Room 27	CF 1L wm wall pack V, HPS 70w, HID ballast	1	95	0.095	4,380	416	1	NL012/wp	- New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.083	364

### Building/Area: Wing 1-10

#### 1st Floor

Rf#-24 Rm - Room 1	1x8x 4L pm wp, F32T8 32w, electronic ballast	8	112	0.896	1,800	1,613	8	RLT844	- (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast <span style="color: red;">C1hd</span>	52	0.416	1,440	599	0.48	1,014
Rf#-25 Rm - Room 2	1x8x 4L pm wp, F32T8 32w, electronic ballast	8	112	0.896	1,800	1,613	8	RLT844	- (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast <span style="color: red;">C1hd</span>	52	0.416	1,440	599	0.48	1,014
Rf#-26 Rm - Room 3	1x8x 4L pm wp, F32T8 32w, electronic ballast	8	112	0.896	1,800	1,613	8	RLT844	- (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast <span style="color: red;">C1hd</span>	52	0.416	1,440	599	0.48	1,014
Rf#-27 Rm - Room 4	1x8x 4L pm wp, F32T8 32w, electronic ballast	8	112	0.896	1,800	1,613	8	RLT844	- (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast <span style="color: red;">C1hd</span>	52	0.416	1,440	599	0.48	1,014
Rf#-28 Rm - Room 5	1x8x 4L pm wp, F32T8 32w, electronic ballast	8	112	0.896	1,800	1,613	8	RLT844	- (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast <span style="color: red;">C1hd</span>	52	0.416	1,440	599	0.48	1,014
Rf#-29 Rm - Room 6	1x8x 4L pm wp, F32T8 32w, electronic ballast	8	112	0.896	1,800	1,613	8	RLT844	- (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast <span style="color: red;">C1hd</span>	52	0.416	1,440	599	0.48	1,014
Rf#-30 Rm - Room 7	1x8x 4L pm wp, F32T8 32w, electronic ballast	8	112	0.896	1,800	1,613	8	RLT844	- (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast <span style="color: red;">C1hd</span>	52	0.416	1,440	599	0.48	1,014
Rf#-31 Rm - Room 8	1x8x 4L pm wp, F32T8 32w, electronic ballast	8	112	0.896	1,800	1,613	8	RLT844	- (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast <span style="color: red;">C1hd</span>	52	0.416	1,440	599	0.48	1,014
Rf#-32 Rm - Room 9	1x8x 4L pm wp, F32T8 32w, electronic ballast	8	112	0.896	1,800	1,613	8	RLT844	- (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast <span style="color: red;">C1hd</span>	52	0.416	1,440	599	0.48	1,014
Rf#-33 Rm - Room 10	1x8x 4L pm wp, F32T8 32w, electronic ballast	8	112	0.896	1,800	1,613	8	RLT844	- (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast <span style="color: red;">C1hd</span>	52	0.416	1,440	599	0.48	1,014
Rf#-34 Rm - main hallway	1x8x 4L pm wp, F32T8 32w, electronic ballast	15	112	1.68	3,000	5,040	15	NL034/wp	- New LED 4' wrap fixture, 50,000-Hr L70 rated life, 34w	34	0.51	3,000	1,530	1.17	3,510
Rf#-35 Rm - B RR	1x4x 2L sm wp, F32T8 32w, electronic ballast	2	59	0.118	2,900	342	2	RLT842	- (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.052	2,900	151	0.066	191
Rf#-36 Rm - G RR	1x4x 2L sm wp, F32T8 32w, electronic ballast	2	59	0.118	2,900	342	2	RLT842	- (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.052	2,900	151	0.066	191

## Orcutt Union School District - Lighting Detail Report

(sorted by building, floor, area)

### Joe Nightingale Elementary -

PRE-RETROFIT							POST RETROFIT							
Location	Existing Fixture Description	Qty	Wt/Fxt	kW	Hours	kWh	Qty	Retrofit Code Description (Sensor in RED)	Wt/Fxt	kW	Hours	kWh	kW Svd	kWh Svd
Rf#-37 Rm - Mech Room	(ext) 1x4x 2L sm wp, F32T8 32w, electronic ballast	1	59	0.059	600	35	1	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.026	600	16	0.033	20
Rf#-38 Rm - Electrical Room	(ext) 1x4x 2L sm wp, F32T8 32w, electronic ballast	1	59	0.059	600	35	1	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.026	600	16	0.033	20
Rf#-39 Rm - Ext-Bldg Mnt (wall)	CF 1L wm wall pack V, CFS-15w, CF ballast	5	15	0.075	4,380	329	5	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.06	4,380	263	0.015	66
Rf#-40 Rm - Ext-Bldg Mnt (wall)	HPS 1L wm wall pack V, HPS 70w, HID ballast	5	95	0.475	4,380	2,081	5	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.06	4,380	263	0.415	1,818

### Building/Area: Wing 11-16

#### 1st Floor

Rf#-41 Rm - Room 11	1x8x 4L pm wp, F32T8 32w, electronic ballast	8	112	0.896	1,800	1,613	8	RLT844 - (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast <span style="color: red;">C1hd</span>	52	0.416	1,440	599	0.48	1,014
Rf#-42 Rm - Room 12	1x8x 4L pm wp, F32T8 32w, electronic ballast	8	112	0.896	1,800	1,613	8	RLT844 - (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast <span style="color: red;">C1hd</span>	52	0.416	1,440	599	0.48	1,014
Rf#-43 Rm - Room 13	1x8x 4L pm wp, F32T8 32w, electronic ballast	8	112	0.896	1,800	1,613	8	RLT844 - (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast <span style="color: red;">C1hd</span>	52	0.416	1,440	599	0.48	1,014
Rf#-44 Rm - Room 14	1x8x 4L pm wp, F32T8 32w, electronic ballast	8	112	0.896	1,800	1,613	8	RLT844 - (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast <span style="color: red;">C1hd</span>	52	0.416	1,440	599	0.48	1,014
Rf#-45 Rm - Room 15	1x8x 4L pm wp, F32T8 32w, electronic ballast	8	112	0.896	1,800	1,613	8	RLT844 - (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast <span style="color: red;">C1hd</span>	52	0.416	1,440	599	0.48	1,014
Rf#-46 Rm - Room 16	1x8x 4L pm wp, F32T8 32w, electronic ballast	8	112	0.896	1,800	1,613	8	RLT844 - (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast <span style="color: red;">C1hd</span>	52	0.416	1,440	599	0.48	1,014
Rf#-47 Rm - main hallway	1x4x 2L sm wp, F32T8 32w, electronic ballast	9	59	0.531	3,000	1,593	9	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.234	3,000	702	0.297	891
Rf#-48 Rm - B RR	1x4x 2L sm wp, F32T8 32w, electronic ballast	2	59	0.118	2,900	342	2	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.052	2,900	151	0.066	191
Rf#-49 Rm - G RR	1x4x 2L sm wp, F32T8 32w, electronic ballast	2	59	0.118	2,900	342	2	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.052	2,900	151	0.066	191
Rf#-50 Rm - Mech Room	(ext) 1x4x 2L sm wp, F32T8 32w, electronic ballast	1	59	0.059	600	35	1	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.026	600	16	0.033	20
Rf#-51 Rm - Electrical Room	(ext) 1x4x 2L sm wp, F32T8 32w, electronic ballast	1	59	0.059	600	35	1	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.026	600	16	0.033	20
Rf#-52 Rm - Ext-Bldg Mnt (wall)	CF 1L wm wall pack V, CFS-15w, CF ballast	7	15	0.105	4,380	460	7	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.084	4,380	368	0.021	92

<b>Qty and kW for Joe Nightingale Elementary :</b>	<b>583</b>	<b>55.6</b>	<b>583</b>	<b>20.8</b>	<b>34.8</b>
<b>kWh for Joe Nightingale Elementary :</b>	<b>116,944</b>			<b>35,445</b>	<b>81,518</b>



## Orcutt Union School District - Lighting Detail Report

(sorted by building, floor, area)

### Lakeview Junior High -

PRE-RETROFIT								POST RETROFIT							
Location	Existing Fixture Description	Qty	Wt/Fxt	kW	Hours	kWh	Qty	Retrofit Code	Description (Sensor in RED)	Wt/Fxt	kW	Hours	kWh	kW Svd	kWh Svd
<b>Building/Area: Admin Wing</b>															
<b>1st Floor</b>															
Rf#-1 Rm - Main Office Reception	1x4x 2L sm wp, F32T8 32w, electronic ballast	6	59	0.354	2,500	885	6	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast		26	0.156	2,500	390	0.198	495
Rf#-2 Rm - Principal	1x4x 2L sm wp, F32T8 32w, electronic ballast	2	59	0.118	2,300	271	2	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast		26	0.052	2,300	120	0.066	152
Rf#-3 Rm - Conf Room	2x4x 3L rec trf, F32T8 32w, electronic ballast	4	90	0.36	2,500	900	4	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life	L-D	36	0.144	2,500	360	0.216	540
Rf#-4 Rm - Office #1	2x4x 3L rec trf, F32T8 32w, electronic ballast	2	90	0.18	2,300	414	2	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life	L-D	36	0.072	2,300	166	0.108	248
Rf#-5 Rm - Workroom	2x4x 3L rec trf, F32T8 32w, electronic ballast	11	90	0.99	2,500	2,475	11	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life	L-D	36	0.396	2,500	990	0.594	1,485
Rf#-6 Rm - RR hallway	1x4x 4L sm wp, F32T8 32w, electronic ballast	2	112	0.224	3,000	672	2	RLT844 - (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast		52	0.104	3,000	312	0.12	360
Rf#-7 Rm - Staff M RR	1x4x 2L sm wp, F32T8 32w, electronic ballast	1	59	0.059	900	53	1	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast		26	0.026	900	23	0.033	30
Rf#-8 Rm - Staff W RR	1x4x 2L sm wp, F32T8 32w, electronic ballast	1	59	0.059	900	53	1	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast		26	0.026	900	23	0.033	30
Rf#-9 Rm - Nurse	1x4x 2L sm wp, F32T8 32w, electronic ballast	2	59	0.118	2,300	271	2	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast		26	0.052	2,300	120	0.066	152
Rf#-10 Rm - Nurse RR	Inc. 2L wm vanity, Inc. 60w A19, n/a	1	120	0.12	900	108	1	RL091/s - (1) LED 8.5w A19 screw in lamp, 4000K		8	0.009	900	8	0.1115	100
Rf#-11 Rm - Copy Room	2x4x 3L rec trf, F32T8 32w, electronic ballast	4	90	0.36	2,500	900	4	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life	L-D	36	0.144	2,500	360	0.216	540
Rf#-12 Rm - Room 21	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life	L-DS	36	0.432	1,440	622	0.912	1,797
Rf#-13 Rm - Ext-Pole Mnt (N Parking lot)	HPS 1L shoe box, SqP, DB 3DH, HPS 400w, HID ballast	6	464	2.784	4,380	12,194	6	NL102/p/s - New LED area light, pole or bldg mount, 100,000-Hr L70 rated life, 102w, onboard dimming	EECC	102	0.612	1,314	1,273	2.172	10,921
Rf#-14 Rm - Ext-Pole Mnt (S Parking lot)	HPS 1L shoe box, SqP, DB 3DH, HPS 400w, HID ballast	6	464	2.784	4,380	12,194	6	NL102/p/s - New LED area light, pole or bldg mount, 100,000-Hr L70 rated life, 102w, onboard dimming	EECC	102	0.612	1,314	1,273	2.172	10,921
Rf#-15 Rm - Ext-Pole Mnt (by #24)	HPS 1L shoe box, SqP, DB 1DH, HPS 400w, HID ballast	2	464	0.928	4,380	4,065	2	NL102/p/s - New LED area light, pole or bldg mount, 100,000-Hr L70 rated life, 102w, onboard dimming	EECC	102	0.204	1,314	424	0.724	3,640
Rf#-16 Rm - Ext-Bldg Mnt (eves) Canopies	CF 1L rec square, CFS-15w, CF ballast	7	15	0.105	4,380	460	7	RL091/s - (1) LED 8.5w A19 screw in lamp, 4000K		8	0.06	4,380	261	0.0455	199

### Building/Area: Gym Wing

<b>1st Floor</b>															
Rf#-78 Rm - Room 1	2x4x 3L rec trf, F32T8 32w, electronic ballast	24	90	2.16	1,800	3,888	24	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life	L-DS	36	0.864	1,440	1,244	1.296	2,644
Rf#-79 Rm - Room 2	2x4x 3L rec trf, F32T8 32w, electronic ballast	24	90	2.16	1,800	3,888	24	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life	L-DS	36	0.864	1,440	1,244	1.296	2,644
Rf#-80 Rm - B RR	1x4x 2L sm wp, F32T8 32w, electronic ballast	4	59	0.236	2,900	684	4	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast		26	0.104	2,900	302	0.132	383

## Orcutt Union School District - Lighting Detail Report

(sorted by building, floor, area)

### Lakeview Junior High -

PRE-RETROFIT							POST RETROFIT							
Location	Existing Fixture Description	Qty	Wt/Fxt	kW	Hours	kWh	Qty	Retrofit Code Description (Sensor in RED)	Wt/Fxt	kW	Hours	kWh	kW Svd	kWh Svd
Rf#-81 Rm - G RR	1x4x 2L sm wp, F32T8 32w, electronic ballast	4	59	0.236	2,900	684	4	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.104	2,900	302	0.132	383
Rf#-82 Rm - Gym Lobby	CF 2L rec can Hor, CFP-42w, CF ballast	12	85	1.02	3,000	3,060	12	RL0132/h - (2) LED 4 pin lamp, direct wire, 120/277v, 10.5w, 50,000-Hr L70 rated life	19	0.228	3,000	684	0.792	2,376
Rf#-83 Rm - Gym Floor	2x4x 4L pm high bay, F54T5HO 54w, electronic ballast HO	30	234	7.02	4,000	28,080	30	NL158/hb/s - New LED area interior high bay, 75,000-Hr L70 rated life, lens, wire guard, 135w, onboard <b>oemb</b>	135	4.05	3,200	12,960	2.97	15,120
Rf#-84 Rm - Gym Floor	1x4x 2L wm wp, F32T8 32w, electronic ballast	4	59	0.236	4,000	944	4	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.104	4,000	416	0.132	528
Rf#-85 Rm - Boys Locker	2x4x 4L rec trf, F32T8 32w, electronic ballast	13	112	1.456	3,000	4,368	13	RLT844 - (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	52	0.676	3,000	2,028	0.78	2,340
Rf#-86 Rm - Boys Locker Coach	2x4x 4L rec trf, F32T8 32w, electronic ballast	2	112	0.224	3,000	672	2	RLT844 - (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	52	0.104	3,000	312	0.12	360
Rf#-87 Rm - Boys Locker Coach RR	2x4x 4L rec trf, F32T8 32w, electronic ballast	1	112	0.112	3,000	336	1	RLT844 - (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	52	0.052	3,000	156	0.06	180
Rf#-88 Rm - Girls Locker	2x4x 4L rec trf, F32T8 32w, electronic ballast	13	112	1.456	3,000	4,368	13	RLT844 - (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	52	0.676	3,000	2,028	0.78	2,340
Rf#-89 Rm - Girls Locker Coach	2x4x 4L rec trf, F32T8 32w, electronic ballast	2	112	0.224	3,000	672	2	RLT844 - (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	52	0.104	3,000	312	0.12	360
Rf#-90 Rm - Girls Locker Coach RR	2x4x 4L rec trf, F32T8 32w, electronic ballast	1	112	0.112	3,000	336	1	RLT844 - (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	52	0.052	3,000	156	0.06	180
Rf#-91 Rm - Ext-Bldg Mnt (walls)	CF 2L wm wall pack FCO, CFP-42w, CF ballast	2	85	0.17	4,380	745	2	RL0132/h - (2) LED 4 pin lamp, direct wire, 120/277v, 10.5w, 50,000-Hr L70 rated life	19	0.038	4,380	166	0.132	578
Rf#-92 Rm - Ext-Bldg Mnt (eves)	CF 1L rec square, CFS-15w, CF ballast	18	15	0.27	4,380	1,183	18	RL091/s - (1) LED 8.5w A19 screw in lamp, 4000K	8	0.153	4,380	670	0.117	512

### Building/Area: MPR Wing

#### 1st Floor

Rf#-17 Rm - MPR	2x4x 4L sm box, F32T8 32w, electronic ballast	24	112	2.688	2,500	6,720	24	RLT844 - (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	52	1.248	2,500	3,120	1.44	3,600
Rf#-18 Rm - MPR Stage	Inc. 1L rec square, Inc. 100w A21, n/a	24	100	2.4	1,100	2,640	24	RL091/s - (1) LED 8.5w A19 screw in lamp, 4000K	8	0.204	1,100	224	2.196	2,416
Rf#-19 Rm - Kitchen	1x8x 4L sm wp, F32T8 32w, electronic ballast	9	112	1.008	2,200	2,218	9	RLT844 - (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	52	0.468	2,200	1,030	0.54	1,188
Rf#-20 Rm - Kitchen Dishwashing	2x4x 2L sm box, F32T8 32w, electronic ballast	2	59	0.118	2,200	260	2	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.052	2,200	114	0.066	145
Rf#-21 Rm - Kitchen hallway	Inc. 2L sm dome, Inc. 60w A19, n/a	2	120	0.24	2,200	528	2	RL091/s - (1) LED 8.5w A19 screw in lamp, 4000K	8	0.017	2,200	37	0.223	491
Rf#-22 Rm - Kitchen RR lobby	1x4x 2L sm wp, F32T8 32w, electronic ballast	1	59	0.059	2,200	130	1	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.026	2,200	57	0.033	73
Rf#-23 Rm - Kitchen RR	1x4x 2L sm wp, F32T8 32w, electronic ballast	1	59	0.059	900	53	1	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.026	900	23	0.033	30
Rf#-24 Rm - Room 23	2x4x 3L rec trf, F32T8 32w, electronic ballast	12	90	1.08	1,800	1,944	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <b>L-DS</b>	36	0.432	1,440	622	0.648	1,322
Rf#-25 Rm - Ext-Bldg Mnt (eves)	CF 1L rec square, CFS-15w, CF ballast	8	15	0.12	4,380	526	8	RL091/s - (1) LED 8.5w A19 screw in lamp, 4000K	8	0.068	4,380	298	0.052	228

## Orcutt Union School District - Lighting Detail Report

(sorted by building, floor, area)

### Lakeview Junior High -

PRE-RETROFIT							POST RETROFIT							
Location	Existing Fixture Description	Qty	Wt/Fxt	kW	Hours	kWh	Qty	Retrofit Code Description (Sensor in RED)	Wt/Fxt	kW	Hours	kWh	kW Svd	kWh Svd
Rf#-26 Rm - Ext-Bldg Mnt (walls)	LED 1L wall pack, LED 40w?, n/a	1	40	0.04	4,380	175	1	DND - DND: (do not do, fixtures left as is)	40	0.04	4,380	175	0	0

### Building/Area: Portables

#### 1st Floor

Rf#-51 Rm - Room 18	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.432	1,440	622	0.912	1,797
Rf#-52 Rm - Room 18	Inc. 1L wm wall pack V, Inc. 60w A19, n/a	1	60	0.06	4,380	263	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.048	210
Rf#-53 Rm - Room 19	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.432	1,440	622	0.912	1,797
Rf#-54 Rm - Room 19	Inc. 1L wm wall pack V, Inc. 60w A19, n/a	1	60	0.06	4,380	263	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.048	210
Rf#-55 Rm - Room 20	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.432	1,440	622	0.912	1,797
Rf#-56 Rm - Room 20	Inc. 1L wm wall pack V, Inc. 60w A19, n/a	1	60	0.06	4,380	263	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.048	210
Rf#-57 Rm - Room 21	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.432	1,440	622	0.912	1,797
Rf#-58 Rm - Room 21	Inc. 1L wm wall pack V, Inc. 60w A19, n/a	1	60	0.06	4,380	263	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.048	210
Rf#-59 Rm - Room 22	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.432	1,440	622	0.912	1,797
Rf#-60 Rm - Room 22	Inc. 1L wm wall pack V, Inc. 60w A19, n/a	1	60	0.06	4,380	263	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.048	210
Rf#-61 Rm - Room 23	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.432	1,440	622	0.912	1,797
Rf#-62 Rm - Room 23	Inc. 1L wm wall pack V, Inc. 60w A19, n/a	1	60	0.06	4,380	263	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.048	210
Rf#-63 Rm - Room 24	2x4x 4L rec trf, F32T8 32w, electronic ballast	24	112	2.688	1,800	4,838	24	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.864	1,440	1,244	1.824	3,594
Rf#-64 Rm - Room 24	Inc. 1L wm wall pack V, Inc. 60w A19, n/a	1	60	0.06	4,380	263	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.048	210
Rf#-65 Rm - Ext-Bldg Mnt (nxt to 24)	HPS 1L flood, knuckle, HPS 100w, HID ballast	3	138	0.414	4,380	1,813	3	NL019/flid - New LED flood, knuckle mount, 50,000-Hr L70 rated life, 19w	19	0.057	4,380	250	0.357	1,564
Rf#-66 Rm - Room 25	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.432	1,440	622	0.912	1,797
Rf#-67 Rm - Room 25	Inc. 1L wm wall pack V, Inc. 60w A19, n/a	1	60	0.06	4,380	263	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.048	210
Rf#-68 Rm - Room 26	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.432	1,440	622	0.912	1,797
Rf#-69 Rm - Room 26	Inc. 1L wm wall pack V, Inc. 60w A19, n/a	1	60	0.06	4,380	263	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.048	210
Rf#-70 Rm - Room 27	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.432	1,440	622	0.912	1,797

## Orcutt Union School District - Lighting Detail Report

(sorted by building, floor, area)

### Lakeview Junior High -

PRE-RETROFIT								POST RETROFIT							
Location	Existing Fixture Description	Qty	Wt/Fxt	kW	Hours	kWh	Qty	Retrofit Code Description (Sensor in RED)	Wt/Fxt	kW	Hours	kWh	kW Svd	kWh Svd	
Rf#-71 Rm - Room 27	Inc. 1L wm wall pack V, Inc. 60w A19, n/a	1	60	0.06	4,380	263	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.048	210	
Rf#-72 Rm - Room 28	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.432	1,440	622	0.912	1,797	
Rf#-73 Rm - Room 28	Inc. 1L wm wall pack V, Inc. 60w A19, n/a	1	60	0.06	4,380	263	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.048	210	
Rf#-74 Rm - Room 29	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.432	1,440	622	0.912	1,797	
Rf#-75 Rm - Room 29	Inc. 1L wm wall pack V, Inc. 60w A19, n/a	1	60	0.06	4,380	263	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.048	210	
Rf#-76 Rm - Room 30	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.432	1,440	622	0.912	1,797	
Rf#-77 Rm - Room 30	Inc. 1L wm wall pack V, Inc. 60w A19, n/a	1	60	0.06	4,380	263	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.048	210	

### Building/Area: Wing 3-17

#### 1st Floor

Rf#-27 Rm - Room 3	2x4x 3L rec trf, F32T8 32w, electronic ballast	18	90	1.62	1,800	2,916	18	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.648	1,440	933	0.972	1,983
Rf#-28 Rm - Room 4	2x4x 3L rec trf, F32T8 32w, electronic ballast	12	90	1.08	1,800	1,944	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.432	1,440	622	0.648	1,322
Rf#-29 Rm - Room 5	2x4x 3L rec trf, F32T8 32w, electronic ballast	12	90	1.08	1,800	1,944	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.432	1,440	622	0.648	1,322
Rf#-30 Rm - B RR	(est) 1x4x 2L sm wp, F32T8 32w, electronic ballast	3	59	0.177	2,900	513	3	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.078	2,900	226	0.099	287
Rf#-31 Rm - G RR	(est) 1x4x 2L sm wp, F32T8 32w, electronic ballast	3	59	0.177	2,900	513	3	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.078	2,900	226	0.099	287
Rf#-32 Rm - Mech	(est) 1x4x 2L sm wp, F32T8 32w, electronic ballast	1	59	0.059	600	35	1	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.026	600	16	0.033	20
Rf#-33 Rm - Electrical Room	(est) 1x4x 2L sm wp, F32T8 32w, electronic ballast	1	59	0.059	600	35	1	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.026	600	16	0.033	20
Rf#-34 Rm - Room 6	2x4x 3L rec trf, F32T8 32w, electronic ballast	12	90	1.08	1,800	1,944	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.432	1,440	622	0.648	1,322
Rf#-35 Rm - Room 7	2x4x 3L rec trf, F32T8 32w, electronic ballast	12	90	1.08	1,800	1,944	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.432	1,440	622	0.648	1,322
Rf#-36 Rm - Room 8	2x4x 3L rec trf, F32T8 32w, electronic ballast	12	90	1.08	1,800	1,944	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.432	1,440	622	0.648	1,322
Rf#-37 Rm - Room 9	2x4x 3L rec trf, F32T8 32w, electronic ballast	12	90	1.08	1,800	1,944	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.432	1,440	622	0.648	1,322
Rf#-38 Rm - Room 9A	1x4x 2L sm wp, F32T8 32w, electronic ballast	1	59	0.059	1,800	106	1	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.026	1,800	47	0.033	59
Rf#-39 Rm - Room 98/9/15/16 prep	1x4x 2L sm wp, F32T8 32w, electronic ballast	4	59	0.236	1,800	425	4	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.104	1,800	187	0.132	238
Rf#-40 Rm - Room 10	2x4x 3L rec trf, F32T8 32w, electronic ballast	18	90	1.62	1,800	2,916	18	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.648	1,440	933	0.972	1,983

**Orcutt Union School District - Lighting Detail Report**  
(sorted by building, floor, area)

**Lakeview Junior High -**

PRE-RETROFIT							POST RETROFIT							
Location	Existing Fixture Description	Qty	Wt/Fxt	kW	Hours	kWh	Qty	Retrofit Code Description (Sensor in RED)	Wt/Fxt	kW	Hours	kWh	kW Svd	kWh Svd
Rf#-41 Rm - Room 11	2x4x 3L rec trf, F32T8 32w, electronic ballast	12	90	1.08	1,800	1,944	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color:red">L-DS</span>	36	0.432	1,440	622	0.648	1,322
Rf#-42 Rm - Room 12	2x4x 3L rec trf, F32T8 32w, electronic ballast	12	90	1.08	1,800	1,944	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color:red">L-DS</span>	36	0.432	1,440	622	0.648	1,322
Rf#-43 Rm - Room 13	2x4x 3L rec trf, F32T8 32w, electronic ballast	12	90	1.08	1,800	1,944	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color:red">L-DS</span>	36	0.432	1,440	622	0.648	1,322
Rf#-44 Rm - Room 14	2x4x 3L rec trf, F32T8 32w, electronic ballast	12	90	1.08	1,800	1,944	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color:red">L-DS</span>	36	0.432	1,440	622	0.648	1,322
Rf#-45 Rm - Room 15	2x4x 3L rec trf, F32T8 32w, electronic ballast	12	90	1.08	1,800	1,944	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color:red">L-DS</span>	36	0.432	1,440	622	0.648	1,322
Rf#-46 Rm - Room 16	2x4x 3L rec trf, F32T8 32w, electronic ballast	12	90	1.08	1,800	1,944	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color:red">L-DS</span>	36	0.432	1,440	622	0.648	1,322
Rf#-47 Rm - Room 16A	1x4x 2L sm wp, F32T8 32w, electronic ballast	1	59	0.059	1,800	106	1	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.026	1,800	47	0.033	59
Rf#-48 Rm - Room 17	2x4x 3L rec trf, F32T8 32w, electronic ballast	3	90	0.27	2,300	621	3	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color:red">L-D</span>	36	0.108	2,300	248	0.162	373
Rf#-49 Rm - Ext-Bldg Mnt (eves)	CF 1L rec square, CFS-15w, CF ballast	8	15	0.12	4,380	526	8	RL091/s - (1) LED 8.5w A19 screw in lamp, 4000K	8	0.068	4,380	298	0.052	228
Rf#-50 Rm - Ext-Bldg Mnt (walls)	CF 1L wm wall pack V, CFS-15w, CF ballast		15	0	4,380	0	0	RL091/s - (1) LED 8.5w A19 screw in lamp, 4000K	8	0	4,380	0	0	0

<b>Qty and kW for Lakeview Junior High :</b>	<b>696</b>	<b>73.2</b>	<b>696</b>	<b>27.1</b>	<b>46.1</b>
<b>kWh for Lakeview Junior High :</b>	<b>178,575</b>			<b>55,693</b>	<b>122,884</b>

## Orcutt Union School District - Lighting Detail Report

(sorted by building, floor, area)

### Patterson Road Elementary -

PRE-RETROFIT							POST RETROFIT								
Location	Existing Fixture Description	Qty	Wt/Fxt	kW	Hours	kWh	Qty	Retrofit Code	Description (Sensor in RED)	Wt/Fxt	kW	Hours	kWh	kW Svd	kWh Svd
<b>Building/Area: Admin Wing</b>															
<b>1st Floor</b>															
Rf#-1 Rm - Main office entry	2x4x 2L sm box, F32T8 32w, electronic ballast	4	59	0.236	2,500	590	4	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast		26	0.104	2,500	260	0.132	330
Rf#-2 Rm - Speech Office	2x4x 2L sm box, F32T8 32w, electronic ballast	2	59	0.118	2,300	271	2	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast		26	0.052	2,300	120	0.066	152
Rf#-3 Rm - Principal	2x4x 2L sm box, F32T8 32w, electronic ballast	2	59	0.118	2,300	271	2	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast		26	0.052	2,300	120	0.066	152
Rf#-4 Rm - Main office Closet	2x4x 2L sm box, F32T8 32w, electronic ballast	1	59	0.059	2,500	148	1	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast		26	0.026	2,500	65	0.033	82
Rf#-5 Rm - Nurse	2x4x 2L sm box, F32T8 32w, electronic ballast	2	59	0.118	2,300	271	2	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast		26	0.052	2,300	120	0.066	152
Rf#-6 Rm - Nurse RR	Inc. 2L wm vanity, Inc. 60w A19, n/a	1	120	0.12	900	108	1	RL091/s - (1) LED 8.5w A19 screw in lamp, 4000K		8	0.009	900	8	0.1115	100
Rf#-7 Rm - Hallway to Teachers Lounge	CF 2L sm dome, CFP-26w, CF ballast	2	60	0.12	2,500	300	2	NL017/sq - New LED surface mnt sq, 50,000-Hr L70 rated life, 17w (XT)		17	0.034	2,500	85	0.086	215
Rf#-8 Rm - Staff M RR	Inc. 2L wm vanity, Inc. 60w A19, n/a	1	120	0.12	900	108	1	RL091/s - (1) LED 8.5w A19 screw in lamp, 4000K		8	0.009	900	8	0.1115	100
Rf#-9 Rm - Staff W RR	Inc. 2L wm vanity, Inc. 60w A19, n/a	1	120	0.12	900	108	1	RL091/s - (1) LED 8.5w A19 screw in lamp, 4000K		8	0.009	900	8	0.1115	100
Rf#-10 Rm - Staff Lounge	2x4x 2L sm box, F32T8 32w, electronic ballast	6	59	0.354	2,500	885	6	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast		26	0.156	2,500	390	0.198	495
Rf#-11 Rm - Workroom	2x4x 2L sm box, F32T8 32w, electronic ballast	3	59	0.177	2,500	443	3	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast		26	0.078	2,500	195	0.099	248
Rf#-12 Rm - MPR	2x4x 2L sm box, F32T8 32w, electronic ballast	28	59	1.652	2,500	4,130	28	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast		26	0.728	2,500	1,820	0.924	2,310
Rf#-13 Rm - MPR storage	2x4x 2L sm box, F32T8 32w, electronic ballast	1	59	0.059	1,100	65	1	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast		26	0.026	1,100	29	0.033	36
Rf#-14 Rm - kitchen	1x4x 2L sm wp, F32T8 32w, electronic ballast	16	59	0.944	2,200	2,077	16	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast		26	0.416	2,200	915	0.528	1,162
Rf#-15 Rm - RR	(est) 1x4x 2L sm wp, F32T8 32w, electronic ballast	1	59	0.059	900	53	1	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast		26	0.026	900	23	0.033	30
Rf#-16 Rm - Mech	(est) 1x4x 2L sm wp, F32T8 32w, electronic ballast	1	59	0.059	600	35	1	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast		26	0.026	600	16	0.033	20
Rf#-17 Rm - Elect	(est) 1x4x 2L sm wp, F32T8 32w, electronic ballast	1	59	0.059	600	35	1	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast		26	0.026	600	16	0.033	20
Rf#-18 Rm - Ext-Bldg Mnt (walls)	HPS 1L wm wall pack FT, HPS 100w, HID ballast	5	138	0.69	4,380	3,022	5	NL030/wp/fc - New LED wall pack full cut off, 50,000-Hr L70 rated life, 30w		30	0.15	4,380	657	0.54	2,365
Rf#-19 Rm - Ext-Bldg Mnt (eves)	CF 1L rec square, CFS-15w, CF ballast	8	15	0.12	4,380	526	8	RL091/s - (1) LED 8.5w A19 screw in lamp, 4000K		8	0.068	4,380	298	0.052	228
Rf#-20 Rm - Ext-Bldg Mnt (eves)	HPS 1L wm square 9", HPS 70w, HID ballast	1	95	0.095	4,380	416	1	NL017/sq - New LED surface mnt sq, 50,000-Hr L70 rated life, 17w (XT)		17	0.017	4,380	74	0.078	342
Rf#-21 Rm - Ext-Pole Mnt (Parking lot)	HPS 1L shoe box, SqP, DB 4DH, HPS 250w, HID ballast	8	295	2.36	4,380	10,337	8	NL071/p/s - New LED area light, pole or bldg mount, 100,000-Hr L70 rated life, 71w, onboard dimming <span style="color: red;">OCOb</span>		71	0.568	1,314	1,182	1.792	9,155

## Orcutt Union School District - Lighting Detail Report

(sorted by building, floor, area)

### Patterson Road Elementary -

PRE-RETROFIT							POST RETROFIT							
Location	Existing Fixture Description	Qty	Wt/Fxt	kW	Hours	kWh	Qty	Retrofit Code Description (Sensor in RED)	Wt/Fxt	kW	Hours	kWh	kW Svd	kWh Svd
<b>Building/Area: K Wing</b>														
<b>1st Floor</b>														
Rf#-22 Rm - Room K1	1x4x 2L sm wp, F32T8 32w, electronic ballast	16	59	0.944	1,800	1,699	16	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast <span style="color: red;">C1HD</span>	26	0.416	1,440	599	0.528	1,100
Rf#-23 Rm - Room K1 RR	1x4x 2L sm wp, F32T8 32w, electronic ballast	1	59	0.059	1,800	106	1	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.026	1,800	47	0.033	59
Rf#-24 Rm - Room K2	1x4x 2L sm wp, F32T8 32w, electronic ballast	16	59	0.944	1,800	1,699	16	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast <span style="color: red;">C1HD</span>	26	0.416	1,440	599	0.528	1,100
Rf#-25 Rm - Room K2 RR	1x4x 2L sm wp, F32T8 32w, electronic ballast	1	59	0.059	1,800	106	1	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.026	1,800	47	0.033	59
Rf#-26 Rm - Ext-Bldg Mnt (eves)	CF 1L rec square, CFS-15w, CF ballast	2	15	0.03	4,380	131	2	RL091/s - (1) LED 8.5w A19 screw in lamp, 4000K	8	0.017	4,380	74	0.013	57

### Building/Area: Portables

<b>1st Floor</b>														
Rf#-55 Rm - Room 17	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.432	1,440	622	0.912	1,797
Rf#-56 Rm - Room 17	Inc. 1L wm vandal, Inc. 60w A19, n/a	1	60	0.06	4,380	263	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.048	210
Rf#-57 Rm - Room 18	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.432	1,440	622	0.912	1,797
Rf#-58 Rm - Room 18	Inc. 1L wm vandal, Inc. 60w A19, n/a	1	60	0.06	4,380	263	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.048	210
Rf#-59 Rm - Room 19	2x4x 4L rec trf, F32T8 32w, electronic ballast	24	112	2.688	1,800	4,838	24	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.864	1,440	1,244	1.824	3,594
Rf#-60 Rm - Room 19	HPS 1L wm wall pack V, HPS 70w, HID ballast	2	95	0.19	4,380	832	2	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.024	4,380	105	0.166	727
Rf#-61 Rm - Room 20	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.432	1,440	622	0.912	1,797
Rf#-62 Rm - Room 20	HPS 1L wm wall pack V, HPS 70w, HID ballast	1	95	0.095	4,380	416	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.083	364
Rf#-63 Rm - Room 21	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.432	1,440	622	0.912	1,797
Rf#-64 Rm - Room 21	HPS 1L wm wall pack V, HPS 70w, HID ballast	1	95	0.095	4,380	416	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.083	364
Rf#-65 Rm - Room 22	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.432	1,440	622	0.912	1,797
Rf#-66 Rm - Room 22	HPS 1L wm wall pack V, HPS 70w, HID ballast	1	95	0.095	4,380	416	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.083	364
Rf#-67 Rm - Room 23	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.432	1,440	622	0.912	1,797
Rf#-68 Rm - Room 23	HPS 1L wm wall pack V, HPS 70w, HID ballast	1	95	0.095	4,380	416	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.083	364

## Orcutt Union School District - Lighting Detail Report

(sorted by building, floor, area)

### Patterson Road Elementary -

PRE-RETROFIT								POST RETROFIT							
Location	Existing Fixture Description	Qty	Wt/Fxt	kW	Hours	kWh	Qty	Retrofit Code	Description (Sensor in RED)	Wt/Fxt	kW	Hours	kWh	kW Svd	kWh Svd
Rf#-69 Rm - Room 24	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit	- (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.432	1,440	622	0.912	1,797
Rf#-70 Rm - Room 24	Inc. 1L wm vandal, Inc. 60w A19, n/a	1	60	0.06	4,380	263	1	NL012/wp	- New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.048	210
Rf#-71 Rm - Room 25	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit	- (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.432	1,440	622	0.912	1,797
Rf#-72 Rm - Room 25	Inc. 1L wm vandal, Inc. 60w A19, n/a	1	60	0.06	4,380	263	1	NL012/wp	- New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.048	210
Rf#-73 Rm - Room 26	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit	- (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.432	1,440	622	0.912	1,797
Rf#-74 Rm - Room 26	Inc. 1L wm vandal, Inc. 60w A19, n/a	1	60	0.06	4,380	263	1	NL012/wp	- New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.048	210
Rf#-75 Rm - Library Area	2x4x 4L rec trf, F32T8 32w, electronic ballast	18	112	2.016	1,800	3,629	18	RL036/tkit	- (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.648	1,440	933	1.368	2,696
Rf#-76 Rm - Library Area	HPS 1L wm wall pack V, HPS 70w, HID ballast	1	95	0.095	4,380	416	1	NL012/wp	- New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.083	364
Rf#-77 Rm - Room 27	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit	- (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.432	1,440	622	0.912	1,797
Rf#-78 Rm - Room 27	HPS 1L wm wall pack V, HPS 70w, HID ballast	1	95	0.095	4,380	416	1	NL012/wp	- New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.083	364

### Building/Area: Wing 1-8

#### 1st Floor

Rf#-27 Rm - Room 1	1x8x 4L sm wp, F32T8 32w, electronic ballast	9	112	1.008	1,800	1,814	9	RLT844	- (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast <span style="color: red;">C1HD</span>	52	0.468	1,440	674	0.54	1,140
Rf#-28 Rm - Room 2	1x8x 4L sm wp, F32T8 32w, electronic ballast	9	112	1.008	1,800	1,814	9	RLT844	- (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast <span style="color: red;">C1HD</span>	52	0.468	1,440	674	0.54	1,140
Rf#-29 Rm - Room 3	1x8x 4L sm wp, F32T8 32w, electronic ballast	9	112	1.008	1,800	1,814	9	RLT844	- (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast <span style="color: red;">C1HD</span>	52	0.468	1,440	674	0.54	1,140
Rf#-30 Rm - Room 4	1x8x 4L sm wp, F32T8 32w, electronic ballast	9	112	1.008	1,800	1,814	9	RLT844	- (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast <span style="color: red;">C1HD</span>	52	0.468	1,440	674	0.54	1,140
Rf#-31 Rm - B RR	CF 2L sm dome, F32T8 32w, electronic ballast	4	59	0.236	2,900	684	4	NL017/sq	- New LED surface mnt sq, 50,000-Hr L70 rated life, 17w (XT)	17	0.068	2,900	197	0.168	487
Rf#-32 Rm - G RR	CF 2L sm dome, F32T8 32w, electronic ballast	4	59	0.236	2,900	684	4	NL017/sq	- New LED surface mnt sq, 50,000-Hr L70 rated life, 17w (XT)	17	0.068	2,900	197	0.168	487
Rf#-33 Rm - Staff RR Halway	(est) 1x4x 2L sm wp, F32T8 32w, electronic ballast	1	59	0.059	2,500	148	1	RLT842	- (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.026	2,500	65	0.033	82
Rf#-34 Rm - Staff RR	(est) 1x4x 2L sm wp, F32T8 32w, electronic ballast	1	59	0.059	900	53	1	RLT842	- (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.026	900	23	0.033	30
Rf#-35 Rm - storage	(est) 1x4x 2L sm wp, F32T8 32w, electronic ballast	1	59	0.059	600	35	1	RLT842	- (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.026	600	16	0.033	20
Rf#-36 Rm - Room 5	1x8x 4L sm wp, F32T8 32w, electronic ballast	9	112	1.008	1,800	1,814	9	RLT844	- (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast <span style="color: red;">C1HD</span>	52	0.468	1,440	674	0.54	1,140
Rf#-37 Rm - Room 6	1x8x 4L sm wp, F32T8 32w, electronic ballast	9	112	1.008	1,800	1,814	9	RLT844	- (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast <span style="color: red;">C1HD</span>	52	0.468	1,440	674	0.54	1,140



## Orcutt Union School District - Lighting Detail Report

(sorted by building, floor, area)

### Patterson Road Elementary -

PRE-RETROFIT							POST RETROFIT							
Location	Existing Fixture Description	Qty	Wt/Fxt	kW	Hours	kWh	Qty	Retrofit Code Description (Sensor in RED)	Wt/Fxt	kW	Hours	kWh	kW Svd	kWh Svd
Rf#-38 Rm - Room 7	1x8x 4L sm wp, F32T8 32w, electronic ballast	9	112	1.008	1,800	1,814	9	RLT844 - (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast <span style="color: red;">C1HD</span>	52	0.468	1,440	674	0.54	1,140
Rf#-39 Rm - Room 8	1x8x 4L sm wp, F32T8 32w, electronic ballast	9	112	1.008	1,800	1,814	9	RLT844 - (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast <span style="color: red;">C1HD</span>	52	0.468	1,440	674	0.54	1,140
Rf#-40 Rm - Ext-Bldg Mnt (eves)	CF 1L rec square, CFS-15w, CF ballast	12	15	0.18	4,380	788	12	RL091/s - (1) LED 8.5w A19 screw in lamp, 4000K	8	0.102	4,380	447	0.078	342
Rf#-41 Rm - Ext-Bldg Mnt (wall)	HPS 1L wm wall pack V, HPS 70w, HID ballast	1	95	0.095	4,380	416	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.083	364

### Building/Area: Wing 9-16

#### 1st Floor

Rf#-42 Rm - Room 9	1x8x 4L sm wp, F32T8 32w, electronic ballast	9	112	1.008	1,800	1,814	9	RLT844 - (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast <span style="color: red;">C1HD</span>	52	0.468	1,440	674	0.54	1,140
Rf#-43 Rm - Room 10	1x8x 4L sm wp, F32T8 32w, electronic ballast	9	112	1.008	1,800	1,814	9	RLT844 - (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast <span style="color: red;">C1HD</span>	52	0.468	1,440	674	0.54	1,140
Rf#-44 Rm - Room 11	1x8x 4L sm wp, F32T8 32w, electronic ballast	9	112	1.008	1,800	1,814	9	RLT844 - (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast <span style="color: red;">C1HD</span>	52	0.468	1,440	674	0.54	1,140
Rf#-45 Rm - Room 12	1x8x 4L sm wp, F32T8 32w, electronic ballast	9	112	1.008	1,800	1,814	9	RLT844 - (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast <span style="color: red;">C1HD</span>	52	0.468	1,440	674	0.54	1,140
Rf#-46 Rm - Room 13	1x8x 4L sm wp, F32T8 32w, electronic ballast	9	112	1.008	1,800	1,814	9	RLT844 - (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast <span style="color: red;">C1HD</span>	52	0.468	1,440	674	0.54	1,140
Rf#-47 Rm - Room 14	1x8x 4L sm wp, F32T8 32w, electronic ballast	9	112	1.008	1,800	1,814	9	RLT844 - (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast <span style="color: red;">C1HD</span>	52	0.468	1,440	674	0.54	1,140
Rf#-48 Rm - Room 15	1x8x 4L sm wp, F32T8 32w, electronic ballast	9	112	1.008	1,800	1,814	9	RLT844 - (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast <span style="color: red;">C1HD</span>	52	0.468	1,440	674	0.54	1,140
Rf#-49 Rm - Room 16	1x8x 4L sm wp, F32T8 32w, electronic ballast	9	112	1.008	1,800	1,814	9	RLT844 - (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast <span style="color: red;">C1HD</span>	52	0.468	1,440	674	0.54	1,140
Rf#-50 Rm - Speech Office	2x4x 3L sm box, F32T8 32w, electronic ballast	3	90	0.27	1,800	486	3	RLT843 - (3) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	39	0.117	1,800	211	0.153	275
Rf#-51 Rm - Staff M RR	(est) 1x4x 2L sm wp, F32T8 32w, electronic ballast	2	59	0.118	900	106	2	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.052	900	47	0.066	59
Rf#-52 Rm - Staff W RR	(est) 1x4x 2L sm wp, F32T8 32w, electronic ballast	2	59	0.118	900	106	2	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.052	900	47	0.066	59
Rf#-53 Rm - Ext-Bldg Mnt (wall)	HPS 1L wm wall pack V, HPS 70w, HID ballast	1	95	0.095	4,380	416	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.083	364
Rf#-54 Rm - Ext-Bldg Mnt (eves)	CF 1L rec square, CFS-15w, CF ballast	12	15	0.18	4,380	788	12	RL091/s - (1) LED 8.5w A19 screw in lamp, 4000K	8	0.102	4,380	447	0.078	342

Qty and kW for Patterson Road Elementary :

494

46.8

494

17.7

29.2

kWh for Patterson Road Elementary :

98,986

29,447

69,541

## Orcutt Union School District - Lighting Detail Report

(sorted by building, floor, area)

### Pine Grove Elementary -

PRE-RETROFIT							POST RETROFIT								
Location	Existing Fixture Description	Qty	Wt/Fxt	kW	Hours	kWh	Qty	Retrofit Code	Description (Sensor in RED)	Wt/Fxt	kW	Hours	kWh	kW Svd	kWh Svd

#### Building/Area: Admin Wing

##### 1st Floor

Rf#-18 Rm - Ext-Bldg Mnt (walls)	HPS 1L wm wall pack FT, HPS 100w, HID ballast	1	138	0.138	4,380	604	1	NL030/wp/fc - New LED wall pack full cut off, 50,000-Hr L70 rated life, 30w	30	0.03	4,380	131	0.108	473
Rf#-19 Rm - Ext-Bldg Mnt (eves)	CF 1L rec square, CFS-15w, CF ballast	7	15	0.105	4,380	460	7	RL091/s - (1) LED 8.5w A19 screw in lamp, 4000K	8	0.06	4,380	261	0.0455	199
Rf#-20 Rm - Ext-Bldg Mnt (eves)	HPS 1L wm square 9", HPS 70w, HID ballast	1	95	0.095	4,380	416	1	NL017/sq - New LED surface mnt sq, 50,000-Hr L70 rated life, 17w (XT)	17	0.017	4,380	74	0.078	342
Rf#-21 Rm - Ext-Pole Mnt (Parking lot)	HPS 1L shoe box, SqP, DB 3DH, HPS 250w, HID ballast	6	295	1.77	4,380	7,753	6	NL071/p/s - New LED area light, pole or bldg mount, 100,000-Hr L70 rated life, 71w, onboard dimming <b>000b</b>	71	0.426	1,314	886	1.344	6,866

#### Building/Area: K Wing

##### 1st Floor

Rf#-26 Rm - Ext-Bldg Mnt (wall)	CF 1L wm wall pack V, CFS-15w, CF ballast	2	15	0.03	4,380	131	2	RL091/s - (1) LED 8.5w A19 screw in lamp, 4000K	8	0.017	4,380	74	0.013	57
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#### Building/Area: Portables

##### 1st Floor

Rf#-56 Rm - Room 17	CF 1L wm vandal, CFP-26w, CF ballast	1	30	0.03	4,380	131	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.018	79
Rf#-58 Rm - Room 18	CF 1L wm vandal, CFP-26w, CF ballast	1	30	0.03	4,380	131	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.018	79
Rf#-60 Rm - Room 19	CF 1L wm vandal, CFP-26w, CF ballast	1	30	0.03	4,380	131	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.018	79
Rf#-62 Rm - Room 20	CF 1L wm vandal, CFP-26w, CF ballast	1	30	0.03	4,380	131	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.018	79
Rf#-64 Rm - Room 21	HPS 1L wm square 9", HPS 70w, HID ballast	1	95	0.095	4,380	416	1	NL017/sq - New LED surface mnt sq, 50,000-Hr L70 rated life, 17w (XT)	17	0.017	4,380	74	0.078	342
Rf#-66 Rm - Room 22	HPS 1L wm square 9", HPS 70w, HID ballast	2	95	0.19	4,380	832	2	NL017/sq - New LED surface mnt sq, 50,000-Hr L70 rated life, 17w (XT)	17	0.034	4,380	149	0.156	683
Rf#-70 Rm - Room K3	CF 1L wm vandal, CFP-26w, CF ballast	1	30	0.03	4,380	131	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.018	79

#### Building/Area: Wing 1-8

##### 1st Floor

Rf#-40 Rm - Ext-Bldg Mnt (eves)	CF 1L rec square, CFS-15w, CF ballast	10	15	0.15	4,380	657	10	RL091/s - (1) LED 8.5w A19 screw in lamp, 4000K	8	0.085	4,380	372	0.065	285
Rf#-41 Rm - Ext-Bldg Mnt (wall)	CF 1L wm wall pack V, CFS-15w, CF ballast	8	15	0.12	4,380	526	8	RL091/s - (1) LED 8.5w A19 screw in lamp, 4000K	8	0.068	4,380	298	0.052	228

#### Building/Area: Wing 9-16

##### 1st Floor

Rf#-53 Rm - Ext-Bldg Mnt (eves)	CF 1L rec square, CFS-15w, CF ballast	10	15	0.15	4,380	657	10	RL091/s - (1) LED 8.5w A19 screw in lamp, 4000K	8	0.085	4,380	372	0.065	285
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## Orcutt Union School District - Lighting Detail Report

(sorted by building, floor, area)

### Pine Grove Elementary -

PRE-RETROFIT							POST RETROFIT								
Location	Existing Fixture Description	Qty	Wt/Fxt	kW	Hours	kWh	Qty	Retrofit Code	Description (Sensor in RED)	Wt/Fxt	kW	Hours	kWh	kW Svd	kWh Svd
Rf#-54 Rm - Ext-Bldg Mnt (wall)	CF 1L wm wall pack V, CFS-15w, CF ballast	8	15	0.12	4,380	526	8	RL091/s - (1)	LED 8.5w A19 screw in lamp, 4000K	8	0.068	4,380	298	0.052	228

Qty and kW for Pine Grove Elementary :

61

3.1

61

1.0

2.1

kWh for Pine Grove Elementary :

13,635

3,254

10,383

## Orcutt Union School District - Lighting Detail Report

(sorted by building, floor, area)

### Ralph Dunlap Elementary -

PRE-RETROFIT							POST RETROFIT								
Location	Existing Fixture Description	Qty	Wt/Fxt	kW	Hours	kWh	Qty	Retrofit Code	Description (Sensor in RED)	Wt/Fxt	kW	Hours	kWh	kW Svd	kWh Svd
<b>Building/Area: Admin Wing</b>															
<b>1st Floor</b>															
Rf#-18 Rm - Ext-Bldg Mnt (walls)	HPS 1L wm wall pack FT, HPS 100w, HID ballast	1	138	0.138	4,380	604	1	NL030/wp/fc -	New LED wall pack full cut off, 50,000-Hr L70 rated life, 30w	30	0.03	4,380	131	0.108	473
Rf#-19 Rm - Ext-Bldg Mnt (eves)	CF 1L rec square, CFS-15w, CF ballast	2	15	0.03	4,380	131	2	RL091/s -	(1) LED 8.5w A19 screw in lamp, 4000K	8	0.017	4,380	74	0.013	57
Rf#-20 Rm - Ext-Bldg Mnt (eves)	HPS 1L wm square 9", HPS 70w, HID ballast	1	95	0.095	4,380	416	1	NL017/sq -	New LED surface mnt sq, 50,000-Hr L70 rated life, 17w (XT)	17	0.017	4,380	74	0.078	342
Rf#-21 Rm - Ext-Pole Mnt (Parking lot)	HPS 1L shoe box, SqP, DB 3SH, HPS 400w, HID ballast	3	464	1.392	4,380	6,097	3	NL102/p/s -	New LED area light, pole or bldg mount, 100,000-Hr L70 rated life, 102w, onboard dimming	102	0.306	1,314	637	1.086	5,460

### Building/Area: K Wing

#### 1st Floor

Rf#-26 Rm - Ext-Bldg Mnt (eves)	CF 1L rec square, CFS-15w, CF ballast	4	15	0.06	4,380	263	4	RL091/s -	(1) LED 8.5w A19 screw in lamp, 4000K	8	0.034	4,380	149	0.026	114
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### Building/Area: Portabels

#### 1st Floor

Rf#-56 Rm - Room 18	Inc. 1L wm vandal, Inc. 60w A19, n/a	1	60	0.06	4,380	263	1	NL012/wp -	New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.048	210
Rf#-58 Rm - Room 19	Inc. 1L wm vandal, Inc. 60w A19, n/a	2	60	0.12	4,380	526	2	NL012/wp -	New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.024	4,380	105	0.096	420
Rf#-60 Rm - Room 20	Inc. 1L wm jelly jar, CFS-15w, CF ballast	2	15	0.03	4,380	131	2	NL012/wp -	New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.024	4,380	105	0.006	26
Rf#-62 Rm - Room 21	Inc. 1L wm vandal, Inc. 60w A19, n/a	1	60	0.06	4,380	263	1	NL012/wp -	New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.048	210
Rf#-64 Rm - Room 22	Inc. 1L wm vandal, Inc. 60w A19, n/a	1	60	0.06	4,380	263	1	NL012/wp -	New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.048	210
Rf#-66 Rm - Room 23	LED 1L wm wall pack (RAB), LED 11w, n/a	1	11	0.011	4,380	48	1	DND -	DND: (do not do, fixtures left as is)	11	0.011	4,380	48	0	0
Rf#-68 Rm - Room 24	CF 1L wm vandal, CFP-26w, CF ballast	1	30	0.03	4,380	131	1	NL012/wp -	New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.018	79
Rf#-70 Rm - Room 25	LED 1L wm wall pack (RAB), LED 11w, n/a	1	11	0.011	4,380	48	1	DND -	DND: (do not do, fixtures left as is)	11	0.011	4,380	48	0	0
Rf#-72 Rm - Room 26	CF 1L wm vandal, CFP-26w, CF ballast	1	30	0.03	4,380	131	1	NL012/wp -	New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.018	79
Rf#-74 Rm - Room K3	CF 1L wm vandal, CFP-26w, CF ballast	1	30	0.03	4,380	131	1	NL012/wp -	New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.018	79
Rf#-76 Rm - Room K4	CF 1L wm vandal, CFP-26w, CF ballast	1	30	0.03	4,380	131	1	NL012/wp -	New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.018	79
Rf#-78 Rm - Room C1	HPS 1L wm wall pack V, HPS 70w, HID ballast	1	95	0.095	4,380	416	1	NL012/wp -	New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.083	364
Rf#-80 Rm - Room C2	HPS 1L wm wall pack V, HPS 70w, HID ballast	1	95	0.095	4,380	416	1	NL012/wp -	New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.083	364

## Orcutt Union School District - Lighting Detail Report

(sorted by building, floor, area)

### Ralph Dunlap Elementary -

PRE-RETROFIT							POST RETROFIT								
Location	Existing Fixture Description	Qty	Wt/Fxt	kW	Hours	kWh	Qty	Retrofit Code	Description (Sensor in RED)	Wt/Fxt	kW	Hours	kWh	kW Svd	kWh Svd
Rf#-82 Rm - Room C3	HPS 1L wm wall pack V, HPS 70w, HID ballast	1	95	0.095	4,380	416	1	NL012/wp	New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.083	364

#### Building/Area: Wing 1-8

##### 1st Floor

Rf#-40 Rm - Ext-Bldg Mnt (eves)	HPS 1L wm square 9", HPS 70w, HID ballast	3	95	0.285	4,380	1,248	3	NL017/sq	New LED surface mnt sq, 50,000-Hr L70 rated life, 17w (XT)	17	0.051	4,380	223	0.234	1,025
Rf#-41 Rm - Ext-Bldg Mnt (eves)	CF 1L rec square, CFS-15w, CF ballast	7	15	0.105	4,380	460	7	RL091/s	(1) LED 8.5w A19 screw in lamp, 4000K	8	0.06	4,380	261	0.0455	199

#### Building/Area: Wing 9-17

##### 1st Floor

Rf#-53 Rm - Ext-Bldg Mnt (eves)	HPS 1L wm square 9", HPS 70w, HID ballast	3	95	0.285	4,380	1,248	3	NL017/sq	New LED surface mnt sq, 50,000-Hr L70 rated life, 17w (XT)	17	0.051	4,380	223	0.234	1,025
Rf#-54 Rm - Ext-Bldg Mnt (eves)	CF 1L rec square, CFS-15w, CF ballast	7	15	0.105	4,380	460	7	RL091/s	(1) LED 8.5w A19 screw in lamp, 4000K	8	0.06	4,380	261	0.0455	199

Qty and kW for Ralph Dunlap Elementary :

47

3.3

47

0.8

2.4

kWh for Ralph Dunlap Elementary :

14,244

2,869

11,378

## Orcutt Union School District - Lighting Detail Report

(sorted by building, floor, area)

### Orcutt Academy Charter -

PRE-RETROFIT							POST RETROFIT								
Location	Existing Fixture Description	Qty	Wt/Fxt	kW	Hours	kWh	Qty	Retrofit Code	Description (Sensor in RED)	Wt/Fxt	kW	Hours	kWh	kW Svd	kWh Svd

**Building/Area: All Other Wings**

**1st Floor**

Rf#-1 Rm - All Interior Space (under public file)	DND (do not do, left as is), n/a, n/a		0	0	1,800	0	0	DND - DND: (do not do, fixtures left as is)		0	0	1,800	0	0	0
Rf#-2 Rm - All Exterior Space (under public file)	DND (do not do, left as is), n/a, n/a		0	0	4,380	0	0	DND - DND: (do not do, fixtures left as is)		0	0	4,380	0	0	0

**Building/Area: Portables**

**1st Floor**

Rf#-25 Rm - Room 8A	2x4x 4L rec trf, F40T12 34w, magnetic ballast	10	144	1.44	1,800	2,592	10	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life	L-DS	36	0.36	1,440	518	1.08	2,074
Rf#-26 Rm - Room 8A	CF 1L wm wall pack V, CFP-26w, CF ballast	1	30	0.03	4,380	131	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell		12	0.012	4,380	53	0.018	79
Rf#-27 Rm - Room 8B	2x4x 4L rec trf, F40T12 34w, magnetic ballast	10	144	1.44	1,800	2,592	10	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life	L-DS	36	0.36	1,440	518	1.08	2,074
Rf#-28 Rm - Room 8B	CF 1L wm wall pack V, CFP-26w, CF ballast	1	30	0.03	4,380	131	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell		12	0.012	4,380	53	0.018	79
Rf#-38 Rm - Room 13	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life	L-DS	36	0.432	1,440	622	0.912	1,797
Rf#-39 Rm - Room 13	CF 1L wm wall pack V, CFP-26w, CF ballast	1	30	0.03	4,380	131	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell		12	0.012	4,380	53	0.018	79
Rf#-40 Rm - Room 13 (backside)	HPS 1L wm wall pack FT, HPS 100w, HID ballast	1	138	0.138	4,380	604	1	NL030/wp/ft - New LED wall pack, 30w, 50,000-Hr L70 rated life		30	0.03	4,380	131	0.108	473
Rf#-41 Rm - Room 14	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life	L-DS	36	0.432	1,440	622	0.912	1,797
Rf#-42 Rm - Room 14	CF 1L wm wall pack V, CFP-26w, CF ballast	1	30	0.03	4,380	131	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell		12	0.012	4,380	53	0.018	79
Rf#-43 Rm - Room 20	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life	L-DS	36	0.432	1,440	622	0.912	1,797
Rf#-44 Rm - Room 20	CF 1L wm wall pack V, CFP-26w, CF ballast	1	30	0.03	4,380	131	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell		12	0.012	4,380	53	0.018	79
Rf#-45 Rm - Room 21	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life	L-DS	36	0.432	1,440	622	0.912	1,797
Rf#-46 Rm - Room 21	CF 1L wm wall pack V, CFP-26w, CF ballast	1	30	0.03	4,380	131	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell		12	0.012	4,380	53	0.018	79

**Building/Area: Wing 4-7**

**1st Floor**

Rf#-21 Rm - Room 7	1x8x 4L sm wp, F32T8 32w, electronic ballast	6	112	0.672	1,800	1,210	6	RLT844 - (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	C1HD	52	0.312	1,440	449	0.36	760
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: Orcutt Academy Charter :                      **81**                      **9.2**                      **81**                      **2.9**                      **6.4**

kWh for                      Orcutt Academy Charter :                      **17,463**                      **4,422**                      **13,043**

## Orcutt Union School District - Lighting Detail Report

(sorted by building, floor, area)

### Orcutt Academy HS -

PRE-RETROFIT							POST RETROFIT								
Location	Existing Fixture Description	Qty	Wt/Fxt	kW	Hours	kWh	Qty	Retrofit Code	Description (Sensor in RED)	Wt/Fxt	kW	Hours	kWh	kW Svd	kWh Svd
<b>Building/Area: Admin Wing</b>															
<b>1st Floor</b>															
Rf#-1 Rm - Main Office Reception	1x4x 2L sm wp, F32T8 32w, electronic ballast	6	59	0.354	2,500	885	6	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast		26	0.156	2,500	390	0.198	495
Rf#-2 Rm - Main Office Reception	1x4x 2L sm wp, F32T8 32w, electronic ballast	8	59	0.472	2,500	1,180	8	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast		26	0.208	2,500	520	0.264	660
Rf#-3 Rm - Principal	1x4x 2L sm wp, F32T8 32w, electronic ballast	4	59	0.236	2,300	543	4	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast		26	0.104	2,300	239	0.132	304
Rf#-4 Rm - Nurse	1x4x 2L sm wp, F32T8 32w, electronic ballast	4	59	0.236	2,300	543	4	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast		26	0.104	2,300	239	0.132	304
Rf#-5 Rm - Nurse RR	1x4x 2L sm wp, F32T8 32w, electronic ballast	1	59	0.059	900	53	1	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast		26	0.026	900	23	0.033	30
Rf#-6 Rm - Workroom	1x4x 2L sm wp, F32T8 32w, electronic ballast	6	59	0.354	2,500	885	6	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast		26	0.156	2,500	390	0.198	495
Rf#-7 Rm - Staff M RR	1x4x 2L sm wp, F32T8 32w, electronic ballast	1	59	0.059	900	53	1	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast		26	0.026	900	23	0.033	30
Rf#-8 Rm - Staff W RR	1x4x 2L sm wp, F32T8 32w, electronic ballast	1	59	0.059	900	53	1	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast		26	0.026	900	23	0.033	30
Rf#-9 Rm - MPR	2x4x 2L sm box, F32T8 32w, electronic ballast	24	59	1.416	2,500	3,540	24	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast		26	0.624	2,500	1,560	0.792	1,980
Rf#-10 Rm - MPR Stage	(est) 1x4x 2L sm wp, F32T8 32w, electronic ballast	6	59	0.354	1,100	389	6	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast		26	0.156	1,100	172	0.198	218
Rf#-11 Rm - B RR	CF 1L fxt, CFS-15w, CF ballast	1	15	0.015	2,900	44	1	RL091/s - (1) LED 8.5w A19 screw in lamp, 4000K		8	0.009	2,900	25	0.0065	19
Rf#-12 Rm - G RR	CF 1L fxt, CFS-15w, CF ballast	1	15	0.015	2,900	44	1	RL091/s - (1) LED 8.5w A19 screw in lamp, 4000K		8	0.009	2,900	25	0.0065	19
Rf#-13 Rm - Kitchen	1x4x 4L sm wp, F32T8 32w, electronic ballast	4	112	0.448	2,200	986	4	RLT844 - (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast		52	0.208	2,200	458	0.24	528
Rf#-14 Rm - Kitchen RR	CF 1L rec square, CFS-15w, CF ballast	1	15	0.015	900	14	1	RL091/s - (1) LED 8.5w A19 screw in lamp, 4000K		8	0.009	900	8	0.0065	6
Rf#-15 Rm - Kitchen RR lobby	CF 1L rec square, CFS-15w, CF ballast	1	15	0.015	2,200	33	1	RL091/s - (1) LED 8.5w A19 screw in lamp, 4000K		8	0.009	2,200	19	0.0065	14
Rf#-16 Rm - Kitchen Food Storage	1x4x 2L sm wp, F32T8 32w, electronic ballast	8	59	0.472	2,200	1,038	8	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast		26	0.208	2,200	458	0.264	581
Rf#-17 Rm - Room ?#1 Acorss rom MPR	1x8x 2L sm wp, F32T8 32w, electronic ballast	12	59	0.708	1,800	1,274	12	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	C1HD	26	0.312	1,440	449	0.396	825
Rf#-18 Rm - Room ?#2 Acorss rom MPR	1x8x 2L sm wp, F32T8 32w, electronic ballast	12	59	0.708	1,800	1,274	12	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	C1HD	26	0.312	1,440	449	0.396	825
Rf#-19 Rm - Ext-Bldg Mnt (eves)	CF 1L rec square, CFS-15w, CF ballast	4	15	0.06	4,380	263	4	RL0132/h - (2) LED 4 pin lamp, direct wire, 120/277v, 10.5w, 50,000-Hr L70 rated life		19	0.076	4,380	333	-0.016	-70
Rf#-20 Rm - Ext-Bldg Mnt (Canopies) Admin to	CF 1L rec square, CFS-15w, CF ballast	18	15	0.27	4,380	1,183	18	RL091/s - (1) LED 8.5w A19 screw in lamp, 4000K		8	0.153	4,380	670	0.117	512
Rf#-21 Rm - Ext-Pole Mnt (Parking lot)	HPS 1L shoe box, SqP, DB 6DH, HPS 400w, HID ballast	12	464	5.568	4,380	24,388	12	NL102/p/s - New LED area light, pole or bldg mount, 100,000-Hr L70 rated life, 102w, onboard dimming	eccc	102	1.224	1,314	2,547	4.344	21,841

## Orcutt Union School District - Lighting Detail Report

(sorted by building, floor, area)

### Orcutt Academy HS -

PRE-RETROFIT							POST RETROFIT							
Location	Existing Fixture Description	Qty	Wt/Fxt	kW	Hours	kWh	Qty	Retrofit Code Description (Sensor in RED)	Wt/Fxt	kW	Hours	kWh	kW Svd	kWh Svd
Rf#-22 Rm - Ext-Bldg Mnt (MPR)	HPS 1L flood, knuckle, HPS 100w, HID ballast	1	138	0.138	4,380	604	1	NL019/fld - New LED flood, knuckle mount, 50,000-Hr L70 rated life, 19w	19	0.019	4,380	83	0.119	521

#### Building/Area: Portables

##### 1st Floor

Rf#-45 Rm - Room 17	2x4x 4L rec trf, F32T8 32w, electronic ballast	18	112	2.016	1,800	3,629	18	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.648	1,440	933	1.368	2,696
Rf#-46 Rm - Room 17	CF 1L wm wall pack V, CFP-26w, CF ballast	1	30	0.03	4,380	131	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.018	79
Rf#-47 Rm - Room 18	2x4x 4L rec trf, F32T8 32w, electronic ballast	18	112	2.016	1,800	3,629	18	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.648	1,440	933	1.368	2,696
Rf#-48 Rm - Room 18	CF 1L wm wall pack V, CFP-26w, CF ballast	1	30	0.03	4,380	131	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.018	79
Rf#-49 Rm - Room 19	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.432	1,440	622	0.912	1,797
Rf#-50 Rm - Room 19	CF 1L wm wall pack V, CFP-26w, CF ballast	1	30	0.03	4,380	131	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.018	79
Rf#-51 Rm - Room 20	2x4x 4L rec trf, F32T8 32w, electronic ballast	16	112	1.792	1,800	3,226	16	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.576	1,440	829	1.216	2,396
Rf#-52 Rm - Room 20	CF 1L wm wall pack V, CFP-26w, CF ballast	1	30	0.03	4,380	131	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.018	79
Rf#-53 Rm - Science Lab	2x4x 4L rec trf, F32T8 32w, electronic ballast	24	112	2.688	1,800	4,838	24	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.864	1,440	1,244	1.824	3,594
Rf#-54 Rm - Science Lab	CF 1L wm wall pack V, CFP-26w, CF ballast	1	30	0.03	4,380	131	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.018	79
Rf#-55 Rm - RR Portable RR's	2x4x 4L rec trf, F32T8 32w, electronic ballast	7	112	0.784	1,800	1,411	7	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.252	1,440	363	0.532	1,048
Rf#-56 Rm - Ext-Bldg Mnt (RR Portables)	CF 1L wm wall pack V, CFP-26w, CF ballast	3	30	0.09	4,380	394	3	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.036	4,380	158	0.054	237
Rf#-57 Rm - Room 21	2x4x 4L rec trf, F32T8 32w, electronic ballast	24	112	2.688	1,800	4,838	24	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.864	1,440	1,244	1.824	3,594
Rf#-58 Rm - Room 21	CF 1L wm wall pack V, CFP-26w, CF ballast	1	30	0.03	4,380	131	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.018	79
Rf#-59 Rm - Room 22	2x4x 4L rec trf, F32T8 32w, electronic ballast	24	112	2.688	1,800	4,838	24	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.864	1,440	1,244	1.824	3,594
Rf#-60 Rm - Room 22	CF 1L wm wall pack V, CFP-26w, CF ballast	1	30	0.03	4,380	131	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.018	79
Rf#-61 Rm - Room 23	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.432	1,440	622	0.912	1,797
Rf#-62 Rm - Room 23	CF 1L wm wall pack V, CFP-26w, CF ballast	1	30	0.03	4,380	131	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.018	79
Rf#-63 Rm - Room 24	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.432	1,440	622	0.912	1,797
Rf#-64 Rm - Room 24	CF 1L wm wall pack V, CFP-26w, CF ballast	1	30	0.03	4,380	131	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.018	79



## Orcutt Union School District - Lighting Detail Report

(sorted by building, floor, area)

### Orcutt Academy HS -

PRE-RETROFIT							POST RETROFIT							
Location	Existing Fixture Description	Qty	Wt/Fxt	kW	Hours	kWh	Qty	Retrofit Code Description (Sensor in RED)	Wt/Fxt	kW	Hours	kWh	kW Svd	kWh Svd
Rf#-65 Rm - Room 25	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.432	1,440	622	0.912	1,797
Rf#-66 Rm - Room 25	CF 1L wm wall pack V, CFP-26w, CF ballast	1	30	0.03	4,380	131	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.018	79
Rf#-67 Rm - Room 26	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.432	1,440	622	0.912	1,797
Rf#-68 Rm - Room 26	CF 1L wm wall pack V, CFP-26w, CF ballast	1	30	0.03	4,380	131	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.018	79
Rf#-69 Rm - Room 27	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.432	1,440	622	0.912	1,797
Rf#-70 Rm - Room 27	CF 1L wm wall pack V, CFP-26w, CF ballast	1	30	0.03	4,380	131	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.018	79
Rf#-71 Rm - Room 28	2x4x 4L rec trf, F32T8 32w, electronic ballast	12	112	1.344	1,800	2,419	12	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.432	1,440	622	0.912	1,797
Rf#-72 Rm - Room 28	CF 1L wm wall pack V, CFP-26w, CF ballast	1	30	0.03	4,380	131	1	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.012	4,380	53	0.018	79
Rf#-73 Rm - Room 30	2x4x 4L rec trf, F32T8 32w, electronic ballast	18	112	2.016	1,800	3,629	18	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.648	1,440	933	1.368	2,696
Rf#-74 Rm - Room 30	HPS 1L sm square 9", HPS 70w, HID ballast	2	95	0.19	4,380	832	2	NL017/sq - New LED surface mnt sq, 50,000-Hr L70 rated life, 17w (XT)	17	0.034	4,380	149	0.156	683
Rf#-75 Rm - Room 31	2x4x 4L rec trf, F32T8 32w, electronic ballast	24	112	2.688	1,800	4,838	24	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.864	1,440	1,244	1.824	3,594
Rf#-76 Rm - Room 31	CF 1L wm wall pack V, CFP-26w, CF ballast	2	30	0.06	4,380	263	2	NL012/wp - New LED wall pack full, 50,000-Hr L70 rated life, 12w, built in photo cell	12	0.024	4,380	105	0.036	158
Rf#-77 Rm - Room 32	2x4x 4L rec trf, F32T8 32w, electronic ballast	21	112	2.352	1,800	4,234	21	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.756	1,440	1,089	1.596	3,145
Rf#-78 Rm - Room 32 RR's	2x4x 4L rec trf, F32T8 32w, electronic ballast	1	112	0.112	1,800	202	1	RLT844 - (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	52	0.052	1,800	94	0.06	108
Rf#-79 Rm - Room 32	HPS 1L sm square 9", HPS 70w, HID ballast	2	95	0.19	4,380	832	2	NL017/sq - New LED surface mnt sq, 50,000-Hr L70 rated life, 17w (XT)	17	0.034	4,380	149	0.156	683
Rf#-80 Rm - Room 33	2x4x 4L rec trf, F32T8 32w, electronic ballast	21	112	2.352	1,800	4,234	21	RL036/tkit - (1) LED 36w 2x4 rec trf kit w/volumetric lens 70,000-Hr L70 rated life <span style="color: red;">L-DS</span>	36	0.756	1,440	1,089	1.596	3,145
Rf#-81 Rm - Room 33 RR's	2x4x 4L rec trf, F32T8 32w, electronic ballast	1	112	0.112	1,800	202	1	RLT844 - (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	52	0.052	1,800	94	0.06	108
Rf#-82 Rm - Room 33	HPS 1L sm square 9", HPS 70w, HID ballast	1	95	0.095	4,380	416	1	NL017/sq - New LED surface mnt sq, 50,000-Hr L70 rated life, 17w (XT)	17	0.017	4,380	74	0.078	342

### Building/Area: RR Bldg

#### 1st Floor

Rf#-32 Rm - Business Office	1x4x 2L sm wp, F32T8 32w, electronic ballast	2	59	0.118	2,500	295	2	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.052	2,500	130	0.066	165
Rf#-33 Rm - B RR	1x4x 2L sm wp, F32T8 32w, electronic ballast	2	59	0.118	2,900	342	2	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.052	2,900	151	0.066	191
Rf#-34 Rm - G RR	1x4x 2L sm wp, F32T8 32w, electronic ballast	2	59	0.118	2,900	342	2	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.052	2,900	151	0.066	191

## Orcutt Union School District - Lighting Detail Report

(sorted by building, floor, area)

### Orcutt Academy HS -

PRE-RETROFIT							POST RETROFIT								
Location	Existing Fixture Description	Qty	Wt/Fxt	kW	Hours	kWh	Qty	Retrofit Code	Description (Sensor in RED)	Wt/Fxt	kW	Hours	kWh	kW Svd	kWh Svd
Rf#-35 Rm - Ext-Bldg Mnt RR Bldg	Inc. 2L, Inc. 60w A19, n/a	3	120	0.36	4,380	1,577	3	RL091/s -	(1) LED 8.5w A19 screw in lamp, 4000K	8	0.026	4,380	112	0.3345	1,465

#### Building/Area: Wing 1-8

##### 1st Floor

Rf#-23 Rm - Room 1	1x8x 4L sm wp, F32T8 32w, electronic ballast	9	112	1.008	1,800	1,814	9	RLT844 -	(4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	52	0.468	1,440	674	0.54	1,140
Rf#-24 Rm - Room 2	1x8x 4L sm wp, F32T8 32w, electronic ballast	9	112	1.008	1,800	1,814	9	RLT844 -	(4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	52	0.468	1,440	674	0.54	1,140
Rf#-25 Rm - Room 3	1x8x 4L sm wp, F32T8 32w, electronic ballast	9	112	1.008	1,800	1,814	9	RLT844 -	(4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	52	0.468	1,440	674	0.54	1,140
Rf#-26 Rm - Room 4	1x8x 4L sm wp, F32T8 32w, electronic ballast	9	112	1.008	1,800	1,814	9	RLT844 -	(4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	52	0.468	1,440	674	0.54	1,140
Rf#-27 Rm - Room 5	1x8x 4L sm wp, F32T8 32w, electronic ballast	9	112	1.008	1,800	1,814	9	RLT844 -	(4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	52	0.468	1,440	674	0.54	1,140
Rf#-28 Rm - Room 6	1x8x 4L sm wp, F32T8 32w, electronic ballast	9	112	1.008	1,800	1,814	9	RLT844 -	(4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	52	0.468	1,440	674	0.54	1,140
Rf#-29 Rm - Room 7	1x8x 4L sm wp, F32T8 32w, electronic ballast	9	112	1.008	1,800	1,814	9	RLT844 -	(4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	52	0.468	1,440	674	0.54	1,140
Rf#-30 Rm - Room 8	1x8x 4L sm wp, F32T8 32w, electronic ballast	9	112	1.008	1,800	1,814	9	RLT844 -	(4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	52	0.468	1,440	674	0.54	1,140
Rf#-31 Rm - hallway	1x4x 2L sm wp, F32T8 32w, electronic ballast	9	59	0.531	3,000	1,593	9	RLT842 -	(2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	26	0.234	3,000	702	0.297	891

#### Building/Area: Wing 9-16

##### 1st Floor

Rf#-36 Rm - Room 9	1x8x 4L sm wp, F32T8 32w, electronic ballast	9	112	1.008	1,800	1,814	9	RLT844 -	(4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	52	0.468	1,440	674	0.54	1,140
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#### Building/Area: Wing 9-17

##### 1st Floor

Rf#-37 Rm - Room 10	1x8x 4L sm wp, F32T8 32w, electronic ballast	9	112	1.008	1,800	1,814	9	RLT844 -	(4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	52	0.468	1,440	674	0.54	1,140
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#### Building/Area: Wing 9-18

##### 1st Floor

Rf#-38 Rm - Room 11	1x8x 4L sm wp, F32T8 32w, electronic ballast	9	112	1.008	1,800	1,814	9	RLT844 -	(4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	52	0.468	1,440	674	0.54	1,140
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#### Building/Area: Wing 9-19

##### 1st Floor

Rf#-39 Rm - Room 12	1x8x 4L sm wp, F32T8 32w, electronic ballast	9	112	1.008	1,800	1,814	9	RLT844 -	(4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	52	0.468	1,440	674	0.54	1,140
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#### Building/Area: Wing 9-20

## Orcutt Union School District - Lighting Detail Report

(sorted by building, floor, area)

### Orcutt Academy HS -

PRE-RETROFIT							POST RETROFIT								
Location	Existing Fixture Description	Qty	Wt/Fxt	kW	Hours	kWh	Qty	Retrofit Code	Description (Sensor in RED)	Wt/Fxt	kW	Hours	kWh	kW Svd	kWh Svd
<b>1st Floor</b>															
Rf#-40 Rm - Room 13	1x8x 4L sm wp, F32T8 32w, electronic ballast	9	112	1.008	1,800	1,814	9	RLT844 - (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	C1HD	52	0.468	1,440	674	0.54	1,140

#### Building/Area: Wing 9-21

<b>1st Floor</b>															
Rf#-41 Rm - Room 14	1x8x 4L sm wp, F32T8 32w, electronic ballast	9	112	1.008	1,800	1,814	9	RLT844 - (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	C1HD	52	0.468	1,440	674	0.54	1,140

#### Building/Area: Wing 9-22

<b>1st Floor</b>															
Rf#-42 Rm - Room 15	1x8x 4L sm wp, F32T8 32w, electronic ballast	9	112	1.008	1,800	1,814	9	RLT844 - (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	C1HD	52	0.468	1,440	674	0.54	1,140

#### Building/Area: Wing 9-23

<b>1st Floor</b>															
Rf#-43 Rm - Room 16	1x8x 4L sm wp, F32T8 32w, electronic ballast	9	112	1.008	1,800	1,814	9	RLT844 - (4) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast	C1HD	52	0.468	1,440	674	0.54	1,140

#### Building/Area: Wing 9-24

<b>1st Floor</b>															
Rf#-44 Rm - hallway	1x4x 2L sm wp, F32T8 32w, electronic ballast	9	59	0.531	3,000	1,593	9	RLT842 - (2) 4' LED T8 lamp 12w, 50,000-Hr L70 rated life, re-use existing electronic ballast		26	0.234	3,000	702	0.297	891

<b>Qty and kW for Orcutt Academy HS :</b>	<b>631</b>	<b>64.7</b>	<b>631</b>	<b>23.4</b>	<b>41.2</b>
<b>kWh for Orcutt Academy HS :</b>				<b>38,846</b>	<b>100,324</b>



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

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TO: Dr. Deborah Blow, Superintendent

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

BOARD MEETING DATE: February 14, 2018

BOARD AGENDA ITEM: Board Exhibit 1312.3

#### UNIFORM COMPLAINT PROCEDURES

BACKGROUND: This exhibit contains information to be used in conjunction with our currently adopted policies and procedures and is required as part of our Federal Program Monitoring review. This document will be on file and distributed upon request along with the form used to file a Uniform Complaint.

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

FUNDING: No funding implications.

## Orcutt Union School District

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*Orcutt Union School District*  
500 Dyer St.  
Santa Maria, CA 93455  
805-938-8901

UCP Policies and Procedures  
adopted by our  
Governing Board on

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### **Uniform Complaint Procedures (UCP)**

This document contains rules and instructions about the filing, investigation and resolution of a Uniform Complaint Procedures (UCP) complaint regarding an alleged violation by *Orcutt Union School District* of federal or state laws or regulations governing educational programs, including non-compliance with laws relating to pupil fees and our **Local Control and Accountability Plan (LCAP)**.

This document presents information about how we process UCP complaints concerning particular programs or activities that are subject to the UCP.

A UCP complaint is a written and signed statement by a complainant alleging a violation of federal or state laws or regulations, which may include an allegation of unlawful discrimination, harassment, intimidation, bullying or charging pupil fees for participation in an educational activity or non-compliance with the requirements of our LCAP. A complainant is any individual, including a person's duly authorized representative or an interested third party, public agency, or organization who files a written complaint alleging violation of federal or state laws or regulations, including allegations of unlawful discrimination, harassment, intimidation, bullying and non-compliance with laws relating to pupil fees or non-compliance with the requirements of our LCAP. If the complainant is unable to put the complaint in writing, due to a disability or illiteracy, we shall assist the complainant in the filing of the complaint.

#### **The responsibilities of the *Orcutt Union School District***

We shall have the primary responsibility to ensure compliance with applicable state and federal laws and regulations.

We shall investigate and seek to resolve, in accordance with our UCP process, any complaints alleging failure to comply with applicable state and federal laws and regulations including, but not limited to, allegations of discrimination, harassment, intimidation, or bullying or noncompliance with laws relating to all programs and activities implemented by the *[name of your LEA]* that are subject to the UCP.

The *Orcutt Union School District* developed the Uniform Complaint Procedures (UCP) process with policies and procedures adopted by our governing board. Programs and activities subject to the UCP are:

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Adult Education	Economic Impact Aid
After School Education and Safety	Education of Pupils in Foster Care, Pupils who are Homeless, and former Juvenile Court Pupils now enrolled in a school district
Agricultural Vocational Education	English Learner Programs
American Indian Education Centers and Early Childhood Education Program Assessments	Every Student Succeeds Act / No Child Left Behind (Titles I–VII)
Bilingual Education	Local Control and Accountability Plans (LCAP)
California Peer Assistance and Review Programs for Teachers	Migrant Education
Career Technical and Technical Education; Career Technical; Technical Training	Physical Education Instructional Minutes (for grades one through six)
Career Technical Education	Pupil Fees
Child Care and Development	Reasonable Accommodations to a Lactating Pupil
Child Nutrition	Regional Occupational Centers and Programs
Compensatory Education	School Safety Plans
Consolidated Categorical Aid	Special Education
Course Periods without Educational Content (for grades nine through twelve)	State Preschool
	Tobacco-Use Prevention Education

The following complaints shall be referred to other agencies for appropriate resolution and are not subject to our UCP process set forth in this document unless these procedures are made applicable by separate interagency agreements:

1. Allegations of child abuse shall be referred to County Department of Social Services (DSS), Protective Services Division or appropriate law enforcement agency.
2. Health and safety complaints regarding a Child Development Program shall be referred to Department of Social Services for licensed facilities, and to the appropriate Child Development regional administrator for licensing-exempt facilities.
3. Employment discrimination, harassment, intimidation or bullying complaints shall be sent to the State Department of Fair Employment and Housing (DFEH).
4. Allegations of fraud shall be referred to the Legal, Audits and Compliance Branch in the California Department of Education (CDE).

A pupil fee is a fee, deposit, or other charge imposed on pupils, or a pupil's parents or guardians, in violation of state codes and constitutional provisions which require educational activities to be provided free of charge to all pupils without regard to their families' ability or willingness to pay fees or request special waivers. Educational activities are those offered by a school, school district, charter school, or county office of education that constitute a fundamental part of education, including, but not limited to, curricular and extracurricular activities.

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A pupil fee includes, but is not limited to, all of the following:

1. A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory, or is for credit.
2. A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, clothes, or other materials or equipment.
3. A purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

The LCAP is an important component of the Local Control Funding Formula (LCFF), the revised school finance system that overhauled how California funds its K-12 schools. Under the LCFF we are required to prepare an LCAP, which describes how we intend to meet annual goals for our pupils, with specific activities to address state and local priorities identified pursuant to California *Education Code (EC)* § 52060(d).

We ensure annual dissemination of a written notice of our complaint procedures to all students, employees, parents or guardians of its students, school and district advisory committee members, appropriate private school officials or representatives, and other interested parties that includes information regarding allegations about discrimination, harassment, intimidation, or bullying.

Our UCP Annual Notice shall also include information regarding the requirements of *EC* §§ 49010 through 49013 relating to pupil fees and information regarding the requirements of *EC* § 52075 relating to the LCAP.

Our UCP Annual Notice shall be in English and in the primary language, pursuant to section 48985 of the Education Code, or mode of communication of the recipient of the notice.

The following is responsible for receiving and investigating complaints and ensuring our compliance:

Name or title: Susan Salucci

Unit or office: Human Resources, Assistant Superintendent

Address: 500 Dyer St, Santa Maria, CA 93455

Phone: 805-938-8909 E-mail address: ssalucci@orcutt-schools.net

The person or office responsible for compliance and investigations is knowledgeable about the laws and programs assigned to investigate.

The *Orcutt Union School District* will investigate all allegations of unlawful discrimination, harassment, intimidation or bullying against any protected group as identified in *EC* §§ 200 and 220 and *Government Code (GC)* § section 11135, including any actual or perceived characteristics as set forth in *Penal Code (PC)* § 422.55 or on the basis of a person's

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association with a person or group with one or more of these actual or perceived characteristics in any program or activity we conduct, which is funded directly by, or that receives or benefits from any state financial assistance.

Unlawful discrimination, harassment, intimidation or bullying complaints shall be filed no later than six months from the date the alleged discrimination, harassment, intimidation or bullying occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.

All complainants are protected from retaliation.

We advise complainants of the right to pursue civil law remedies under state or federal discrimination, harassment, intimidation or bullying laws.

If the *Orcutt Union School District* finds merit in a complaint regarding Pupil Fees, Local Control and Accountability Plans (LCAP), Education of Pupils in Foster Care, Pupils who are Homeless, and former Juvenile Court Pupils now enrolled in our school district, Reasonable Accommodations to a Lactating Pupil, Course Periods without Educational Content (grades nine through twelve), and Physical Education Instructional Minutes (grades one through eight), we shall provide a remedy. In the case of complaints regarding Course Periods without Educational Content, Reasonable Accommodations to a Lactating Pupil, and Education of Pupils in Foster Care, Pupils who are Homeless, and former Juvenile Court Pupils now enrolled in our school district, the remedy shall go to the affected pupil. In the case of complaints regarding Pupil Fees, Physical Education Instructional Minutes and LCAP, the remedy shall to go all affected pupils and parents/guardians.

A pupil fees complaint may be filed with the principal of a school or our superintendent or his or her designee.

A pupil fees complaint and/or an LCAP complaint may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance.

A pupil fees complaint shall be filed no later than one year from the date the alleged violation occurred.

We ensure an attempt shall be made in good faith to engage in reasonable efforts to identify and fully reimburse all pupils, parents and guardians who paid a pupil fee within one year prior to the filing of the complaint.

We will provide an opportunity for complainants and/or representatives to present evidence or information.

Refusal by the complainant to provide the investigator with documents or other evidence related to the allegations in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegations.



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Refusal by the *Orcutt Union School District* to provide the investigator with access to records and/or other information related to the allegation in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in a finding based on evidence collected that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

The complaint will be investigated and a written report with a Decision will be issued to the complainant by us within 60 days from the date of the receipt of the complaint, unless the complainant agrees in writing to an extension of time.

This report will contain the following elements:

- i. The findings of fact based on the evidence gathered.
- ii. Conclusion of law.
- iii. Disposition of the complaint.
- iv. The rationale for such a disposition.
- v. Corrective actions, if any are warranted.
- vi. Notice of the complainant's right to appeal our Decision to the CDE.
- vii. Procedures to be followed for initiating an appeal to CDE.

An appeal is a request made in writing to a level higher than the original reviewing level by an aggrieved party requesting reconsideration or a reinvestigation of the lower adjudicating body's decision.

A complainant may appeal our Decision of a UCP complaint regarding all specified federal and state educational programs subject to the UCP.

To appeal a UCP complaint Decision the complainant must file a written appeal within 15 days of receiving the Decision to CDE. This appeal to the CDE must fully explain the basis for the appeal, stating how the facts of our Decision are incorrect and/or the law is misapplied.

In addition the appeal shall be sent to CDE with: (1) a copy of the original locally filed complaint; and (2) a copy of our Decision of this original locally filed complaint.

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Federal and State laws cited:

20 *United States Code* (USC) § 6301 et seq.

34 *Code of Federal Regulations* (CFR) §§ 299.11 & 300.510-511

*California Education Code* (EC) §§ 200, 220, 222, 234.1-234.5, 262.3, 8200-8493, 8500-8538, 32280-32289; 33380-33384, 35186, 44500, 47606-47606.5, 47607.3, 48645.5, 48853, 48853.5, 48985, 49010-49013, 49069.5, 49490-49570, 51210, 51223, 51225.1, 51225.2, 51228.1-51228.3, 52059, 52060-52075, 52160, 52300-52480, 52500-52616.4, 54440-54445, 56000-56865, 59000-59300, 64000 (a)

*California Government Code* (GC) § 11135

*California Health and Safety Code* (HSC) § 104420

*California Penal Code* (PC) § 422.55

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*California Welfare and Institutions Code (WIC) §§ 300, 309, 602*

*California Code of Regulations Title 5 (5 CCR) §§ 4600-4687*

**UNIFORM COMPLAINT PROCEDURES**

The Board of Trustees 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.

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 adult education programs, after school education and safety programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, and special education programs, consolidated categorical aid programs, and any other district-implemented program which is listed in Education Code 64000(a) (5 CCR 4610)

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

*(cf. 3550 - Nutrition Program Compliance)*

*(cf. 5141.4 - Child Abuse Prevention and Reporting)*

*(cf. 5148 - Child Care and Development)*

*(cf. 5148.2 - Before/After School Programs)*

*(cf. 6159 - Individualized Education Program)*

*(cf. 6171 - Title I Programs)*

*(cf. 6174 - Education for English Language Learners)*

*(cf. 6178 - Career Technical Education)*

*(cf. 6178.2 - Regional Occupational Center/Program)*

2. Any complaint alleging the occurrence of unlawful discrimination, (such as discriminatory harassment, intimidation, or bullying) against **any** student, employee, or other person participating in district programs and activities, including, but not limited to those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on his/her actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital or 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 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)*

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)*

4. 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)

*(cf. 3260 - Fees and Charges)*

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

5. Any complaint alleging district noncompliance with legal requirements related to the implementation of the local control and accountability plan (Education Code 52075)

*(cf. 0460 - Local Control and Accountability Plan)*

6. Any complaint, by or on behalf of any student who is a foster youth, alleging district noncompliance with any legal requirement 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 or district, school 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. Any complaint, by or on behalf of a homeless student as defined in 42 USC 11434a, alleging district noncompliance with any requirement applicable to the student regarding the award of credit for coursework satisfactorily completed in another school or district or the grant of an exemption from Board-imposed graduation requirements (Education Code 51225.1, 51225.2)

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

8. Any complaint, **by or on behalf of a former juvenile court school student who transfers into the district after his/her second year of high school**, alleging district noncompliance with **the any requirements of Education Code 51228.1 and 51228.2 that prohibit the assignment of a student 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) applicable to the student regarding the award of credit for coursework satisfactorily completed in the juvenile court school or the grant of an exemption from Board-imposed graduation requirements (Education Code 51225.1, 51225.2)**

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

9. **Any complaint alleging district noncompliance with the requirements of Education Code 51228.1 and 51228.2 that prohibit the assignment of a student 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)*

- 9.10. Any complaint alleging district noncompliance with the physical education instructional minutes requirement for students in elementary school (Education Code

51210, 51223)

(cf. 6142.7 - Physical Education and Activity)

10. 11. 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
11. 12. Any other complaint as specified in a district policy

The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. As appropriate 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 he/she is different from the complainant, **confidential** 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. 4331 - Staff Development)

The Superintendent or designee shall maintain records of all UCP complaints and the investigations of those complaints. ~~All such records shall be destroyed~~ in accordance with applicable state law and district policy.

(cf. 3580 - District Records)

#### Non-UCP Complaints

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, the County Protective Services Division, and the appropriate law enforcement agency
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 employment discrimination shall be sent to the California Department of Fair Employment and Housing and the compliance officer shall notify the complainant by first class mail of the transfer.
4. Any complaint alleging fraud shall be referred to the California Department of Education.

In addition, the district's Williams Uniform Complaint Procedures, AR 1312.4, shall be used to investigate and resolve 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. (Education Code 35186)

*(cf. 1312.4 - Williams Uniform Complaint Procedures)*

*Legal Reference:*

**EDUCATION CODE**

200-262.4 Prohibition of discrimination  
 222 Reasonable accommodations; lactating students  
 8200-8498 Child care and development programs  
 8500-8538 Adult basic education  
 18100-18203 School libraries  
 32289 School safety plan, uniform complaint procedure  
 35186 Williams uniform complaint procedure  
 48853-48853.5 Foster youth  
 48985 Notices in language other than English  
 49010-49013 Student fees  
 49060-49079 Student records  
 49069.4 Rights of parents  
 49490-49590 Child nutrition programs  
 51210 Courses of study grades 1-6  
 51223 Physical education, elementary schools  
 51225.1 Foster youth and homeless children; ~~course credits;~~ and former juvenile court school students; ~~course credits;~~ graduation requirements  
 51228.1-51228.3 Course periods without educational content  
 52060-52077 Local control and accountability plan, especially  
 52060-52077 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  
~~52800-52870 School-based coordinated programs~~  
 54400-54425 Compensatory education programs  
 54440-54445 Migrant education  
 54460-54529 Compensatory education programs  
 56000-56867 Special education programs  
 59000-59300 Special schools and centers  
 64000-64001 Consolidated application process  
**GOVERNMENT CODE**  
 11135 Nondiscrimination in programs or activities funded by state  
 12900-12996 Fair Employment and Housing Act  
**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 Application of section  
 4600-4687 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  
 6301-6577 Title I basic programs  
 6801-6871 Title III language instruction for limited English proficient and immigrant students

7101-7184 Safe and Drug-Free Schools and Communities Act  
7201-7283g Title V promoting informed parental choice and innovative programs  
7301-7372 Title V rural and low-income school programs  
12101-12213 Title II equal opportunity for individuals with disabilities  
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  
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  
**CODE OF REGULATIONS, TITLE 34**  
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:*

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

*Dear Colleague Letter: Title IX Coordinators, April 2015*

*Questions and Answers on Title IX and Sexual Violence, April 2014*

*Dear Colleague Letter: Bullying of Students with Disabilities, August 2013*

*Dear Colleague Letter: Sexual Violence, April 2011*

*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: ~~01-11-2017~~ **02/14/2018**

ORCUTT UNION SCHOOL DISTRICT  
Orcutt, California



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

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TO: Dr. Deborah Blow, Superintendent

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

BOARD MEETING DATE: February 14, 2018

BOARD AGENDA ITEM: Board Exhibit 1312.4(3)

#### WILLIAMS COMPLAINT PROCEDURES

BACKGROUND: This exhibit contains information to be used in conjunction with our currently adopted policies and procedures and is required as part of our Federal Program Monitoring review. This document will be on file and distributed upon request along with the form used to file a Williams Uniform Complaint.

RECOMMENDATION: It is recommended that the Board of Trustees approve the proposed revisions to E 1312.4.

FUNDING: No funding implications.



# Williams Complaint Board Policies and Procedures

Provided by the California Department of Education • Categorical Programs Complaints Management Office • 1430 N Street, Sacramento, CA 95815 • 916-319-0929

2017—2018

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*Orcutt Union School District*  
500 Dyer Street  
Santa Maria, CA 93455  
805-938-8900

UCP Policies and Procedures

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## Williams Complaint Policies and Procedures

This document contains rules and instructions about the filing, investigation and resolution of a Williams complaint regarding alleged deficiencies related to instructional materials, the condition of a facility that is not maintained in a clean or safe manner or in good repair, and teacher vacancy or misassignment.

The *Orcutt Union School District* adopted the Uniform Complaint Procedures (UCP) process in accordance with Chapter 5.1 (commencing with Section 4680) of the *California Code of Regulations*, Title 5, to resolve Williams complaints. This document presents information about how we process complaints concerning Williams Settlement issues. A UCP complaint is a written and signed statement by a complainant alleging a violation of state laws or regulations. A complainant is any individual, including a person's duly authorized representative or an interested third party, public agency, or organization who files a written complaint alleging violation of state laws or regulations, regarding alleged deficiencies related to instructional materials, the condition of a facility that is not maintained in a clean or safe manner or in good repair, and teacher vacancy or misassignment. If a complainant is unable to put the complaint in writing, due to a disability or illiteracy, we shall assist the complainant in the filing of the complaint.

### **The Responsibility of the *Orcutt Union School District***

The *Orcutt Union School District* is required to have local policies and procedures that enable Williams Complaints to be handled through our UCP process, to post a classroom notice informing parents, guardians, pupils, and teachers of their rights to file a Williams complaint in each classroom in each school, and to provide a complaint form for Williams complaints regarding alleged deficiencies related to instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, and teacher vacancy or misassignment.

If a response is requested by the complainant, the response will go to the mailing address of the complainant indicated on the complaint.

If *Education Code* §48985 is applicable and 15 percent or more of the pupils in grades K – 12 enrolled in our district speak a language other than English, the Williams Complaint Classroom Notice and the Williams Complaint Form shall be written in English and in the primary language

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of the complainant. The complaint response, if requested, and final report shall be written in English and the primary language in which the complaint was filed.

A Williams Complaint about problems beyond the authority of the school principal shall be forwarded in a timely manner, but will not exceed 10 working days, to the appropriate school district official for resolution.

The principal or the designee of the district superintendent, as applicable, shall make all reasonable efforts to investigate any problem within his or her authority.

The principal, or, where applicable, district superintendent or his or her designee shall remedy a valid complaint within a reasonable time period but not to exceed 30 working days from the date the complaint was received.

The principal, or where applicable, district superintendent or his or her designee, shall report to the complainant the resolution of the complaint within 45 working days of the initial filing, if complainant identifies himself or herself and requested a response.

The principal makes this report; the principal shall also report the same information in the same timeframe to the district superintendent or his or her designee.

The school district shall report summarized data on the nature and resolution of all complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district.

The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district.

The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints.

The complaints and responses shall be available as public records.

## **The Williams Complaint Classroom Notice**

We make sure that the Williams Complaint Classroom Notice is posted in each classroom in each school in the district and includes:

- The parents, guardians, pupils, and teachers,
- a statement proclaiming sufficient textbooks and instructional materials,  
(For there to be sufficient textbooks and instructional materials each pupil, including English Learners, must have a textbook or instructional materials, or both, to use in class and to take home)
- a statement that school facilities must be clean, safe, and maintained in good repair,
- a statement that there should be no teacher vacancies or misassignments, and
- the location at which to obtain a form to file a complaint in case of a shortage.

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## The Williams Complaint Form

We make sure that the Williams Complaint form is available for parents, guardians, pupils, and teachers to use.

Every school in our district shall have a complaint form available for such Williams complaints.

The Williams Complaint form shall include:

- A section to indicate if a response is requested,
- a section for contact information including mailing address if a response be requested.
- a statement that a pupil, including an English Learner, does not have standards - aligned textbooks or instructional materials or state adopted or district adopted textbooks or other required instructional materials to use in class.
- a statement that a pupil does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each pupil.
- a statement that textbooks or instructional materials are in poor or unusable condition, having missing pages, or are unreadable due to damage.
- a statement that a pupil was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.
- a statement that a condition poses an urgent or emergency threat to the health or safety of pupils or staff, including: gas leaks, nonfunctioning heating, ventilation, fire sprinklers or air - conditioning systems, electrical power failure, major sewer line stoppage, major pest or vermin infestation, broken windows or exterior doors or gates that will not lock and that pose a security risk, abatement of hazardous materials previously undiscovered that pose an immediate threat to pupils or staff, structural damage creating a hazardous or uninhabitable condition, and any other emergency conditions the school district determines appropriate.
- a statement that a school restroom has not been maintained or cleaned regularly, is not fully operational, or has not been stocked at all times with toilet paper, soap, and towels or functional hand dryers.
- a statement that the school has not kept all restrooms open during school hours when pupils are not in classes, and has not kept a sufficient number of restrooms open during school hours when pupils are in classes. This does not apply when temporary closing of the restroom is necessary for pupil safety or to make repairs.
- a statement that a semester begins and a teacher vacancy exists. (A position to which a single designated certificate employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one - semester course, a position of which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester).
- a statement that a teacher who lacks credentials or training to teach English Learners is assigned to teach a class with more than 20 percent English Learners pupils in the class.
- a statement that a teacher is assigned to teach a class for which the teacher lacks subject matter competency.
- a section to identify the location of the school in which the alleged violation took place,

# Williams Complaint Board Policies and Procedures

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- a section to identify the course or grade level, if applicable,
- a section where the complainant describes the specific nature of the complaint in detail,
- a statement that the complainant may include as much text as the complainant feels is necessary, and
- a statement identifying the place to file the complaint that includes the office and address of the principal or his/her designee of the school in which the alleged violation took place.

## Filing a Williams Complaint with the *Orcutt Union School District*

A Williams complaint shall be filed with the principal of the school or his or her designee, in which the complaint arises.

A Williams complaint may be filed anonymously.

The complainant need not use the Williams Complaint form to file a complaint.

## How To Appeal a Williams Complaint

A complainant who is not satisfied with the resolution of the principal or the district superintendent or his or her designee, involving deficiencies related to instructional materials, the condition of a facility that is not maintained in a clean or safe manner or in good repair, and teacher vacancy or misassignment, has the right to describe the complaint to the governing board of the school district at a regularly scheduled meeting of the governing board.

A complainant who is then not satisfied with the resolution proffered by the principal, or the district superintendent or his or her designee, involving a condition of a facility that poses an emergency or urgent threat, as defined in paragraph (1) of subdivision (c) of EC § 17592.72, has the right to file an appeal to the State Superintendent of Public Instruction at the California Department of Education (CDE) within 15 days of receiving the report.

Conditions that pose an emergency or urgent threat (not cosmetic or nonessential) to the health and safety of pupils or staff while at school include the following:

- Gas leaks.
- Nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems.
- Electrical power failure.
- Major sewer line stoppage.
- Major pest or vermin infestation.
- Broken windows or exterior doors or gates that will not lock and that pose a security risk.
- Abatement of hazardous materials previously undiscovered that pose an immediate threat to pupil or staff.
- Structural damage creating a hazardous or uninhabitable condition.

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In regards to the resolution proffered by the principal, or the district superintendent or his or her designee, involving a condition of a facility that poses an emergency or urgent threat, the complainant shall comply with the appeal requirements of 5 *CCR* § 4632.

A complainant may appeal the Decision of an emergency or urgent threat to the CDE by filing a written appeal within 15 days of receiving the Decision.

The complainant shall specify the basis for the appeal of the Decision and whether the facts are incorrect and/or the law is misapplied.

The appeal shall be accompanied by:

1. a copy of the locally filed complaint; and
2. a copy of the Decision.

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State Laws cited:

California Education Code (*EC*) §§ 1240, 17592.72, 35186, 35186(a)(1), 35186(a)(2), 35186(a)(3), 35186(b), 35186(c), 35186(d), 35186(e)(1)(A), 35186(e)(1)(B), 35186(e)(1)(C), 35186(e)(2)(A), 35186(e)(2)(B), 35186(e)(2)(C), 35186(f), 35186(f)(1), 35186(f)(2), 35186(f)(3), 35186(f)(5), 35292.5, 35292.5(a)(1), 48985.

California Code of Regulations [*CCR*] Title 5 §§ 4600-4687, 4632.



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

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TO: Dr. Deborah Blow, Superintendent

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

BOARD MEETING DATE: February 14, 2018

BOARD AGENDA ITEM: Board Policy 5113.1

#### CHRONIC ABSENCE AND TRUANCY

BACKGROUND: Policy updated to reflect the inclusion of a chronic absence indicator in the California School Dashboard effective in the fall of 2018 and add examples of interventions for attendance problems.

RECOMMENDATION: It is recommended that the Board of Trustees approve the proposed revisions to BP 5113.1.

FUNDING: No funding implications.

## Students

### CHRONIC ABSENCE AND TRUANCY

The Board of Trustees believes that ~~excessive student absenteeism and tardiness, whether caused by excused or unexcused absences,~~ **whatever the cause**, may be an early warning sign of poor academic achievement and may put students at risk of dropping out of school. The Board desires to ensure that all students attend school in accordance with the state's compulsory education law and take full advantage of educational opportunities provided by the district.

*(cf. 5113 – Absences and Excuses)*

The Superintendent or designee shall establish a system to accurately track student attendance in order to identify individual students classified as chronic absentees and truants, as defined in law and administrative regulation **and to identify patterns of absence throughout the district. He/she shall provide the Board with data on school attendance, chronic absence, and truancy rates districtwide, for each school, and disaggregated for each numerically significant student subgroup as defined in Education Code 52052. Such data shall be used in the development of annual goals and specific actions for student attendance and engagement to be included in the district's local control and accountability plan and other applicable school and district plans.**

*(cf. 0400 - Comprehensive Plans)*

*(cf. 0420 - School Plans/Site Councils)*

*(cf. 0450 - Comprehensive Safety Plan)*

*(cf. 0460 - Local Control and Accountability Plan)*

*(cf. 0500 - Accountability)*

The Superintendent or designee shall develop strategies that focus on prevention of attendance problems, which may include, but are not limited to, efforts to provide a safe and positive school environment, relevant and engaging learning experiences, school activities that help develop students' feelings of connectedness with the school, school-based health services, and incentives and rewards to recognize students who achieve excellent attendance or demonstrate significant improvement in attendance. The Superintendent or designee also shall develop strategies that enable early outreach to students as soon as they show signs of poor attendance.

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

*(cf. 5126 - Awards for Achievement)*

*(cf. 5131 - Conduct)*

*(cf. 5131.2 - Bullying)*

*(cf. 5145.3 - Nondiscrimination/Harassment)*

The Superintendent or designee shall ~~work~~ **consult** with students, parents/guardians, school staff, and other community agencies, as appropriate, to identify factors contributing to chronic absences and truancy.

Interventions for students with serious attendance problems shall be designed to meet the specific needs of the student and may include, but are not limited to, health care referrals, transportation assistance, counseling for mental or emotional difficulties, academic supports, efforts to address school or community safety concerns, discussions with the student and parent/guardian about their attitudes regarding schooling, or other strategies to remove identified barriers to school attendance. ~~He/she~~ The Superintendent or designee ~~also~~ may collaborate with child welfare services, law enforcement; courts, public health care agencies, other government agencies, and/or medical, mental health, and oral health care providers to ~~ensure that~~ make alternative educational programs ~~and nutrition, health care, and other support services are available for students and families and to intervene as necessary when students have serious attendance problems.~~

*(cf. 5030 - Student Wellness)*  
*(cf. 5146 - Married/Pregnant/Parenting Students)*  
*(cf. 6158 - Independent Study)*  
*(cf. 6164.2 - Guidance/Counseling Services)*  
*(cf. 6164.5 - Student Success Teams)*  
*(cf. 6173 - Education for Homeless Children)*  
*(cf. 6173.1 - Education for Foster Youth)*  
*(cf. 6173.2 - Education of Children of Military Families)*  
*(cf. 6179 - Supplemental Instruction)*  
*(cf. 6181 - Alternative Schools/Programs of Choice)*  
*(cf. 6183 - Home and Hospital Instruction)*

Students who are identified as truants shall be subject to the interventions specified in law and administrative regulation.

A student's truancy, tardiness, or other absence from school shall not be the sole basis for his/her out-of-school suspension or expulsion. Alternative disciplinary strategies and positive reinforcement for attendance shall be used whenever possible.

*(cf. 5144 - Discipline)*  
*(cf. 5144.1 - Suspension and Expulsion/Due Process)*

The Superintendent or designee shall periodically report to the Board regarding the district's progress in improving student attendance rates for all students and for each numerically significant student population. Such information shall be used to evaluate the effectiveness of strategies implemented to reduce chronic absence and truancy and to make changes as needed. As appropriate, the Superintendent or designee shall engage school staff in program evaluation and improvement and in identification of how to best allocate available community resources.

#### School Attendance Review Board

In accordance with law and administrative regulation, habitual truants may be referred to a school attendance review board (SARB).

The Superintendent or designee shall appoint members of the a SARB Consortia, who may



include, but are not limited to, a parent/guardian as well as representatives of the district, county probation department, county welfare department, county office of education, law enforcement agencies, community-based youth service centers, school guidance personnel, child welfare and attendance personnel, school or county health care personnel, and school, county, or community mental health personnel, the county district attorney's office, and the county public defender's office. (Education Code 48321)

The district's SARB shall operate in accordance with Education Code 48320-48325 and procedures established by the Superintendent or designee.

*Legal Reference:*

*EDUCATION CODE*

*1740 Employment of personnel to supervise attendance (county superintendent)*

*37223 Weekend classes*

*41601 Reports of average daily attendance*

*46000 Records (attendance)*

*46010-46014 Absences*

*46110-46119 Attendance in kindergarten and elementary schools*

*46140-46147 Attendance in junior high and high schools*

*48200-48208 Children ages 6-18 (compulsory full-time attendance)*

*48225.5 Work permits, entertainment and allied industries*

*48240-48246 Supervisors of attendance*

*48260-48273 Truants*

*48290-48296 Failure to comply; complaints against parents*

*48320-48324 School attendance review boards*

*48340-48341 Improvement of student attendance*

*48400-48403 Compulsory continuation education*

*48900 Suspension and expulsion*

*49067 Unexcused absences as cause of failing grade*

*52052 Academic Performance Index; numerically significant student subgroups*

*60901 Chronic absence*

*GOVERNMENT CODE*

*54950-54963 The Ralph M. Brown Act*

*PENAL CODE*

*270.1 Chronic truancy; parent/guardian misdemeanor*

*272 Parent/guardian duty to supervise and control minor child; criminal liability for truancy*

*830.1 Peace officers*

*VEHICLE CODE*

*13202.7 Driving privileges; minors; suspension or delay for habitual truancy*

*WELFARE AND INSTITUTIONS CODE*

*256-258 Juvenile hearing officer*

*601-601.4 Habitually truant minors*

*11253.5 Compulsory school attendance*

*CODE OF REGULATIONS, TITLE 5*

*306 Explanation of absence*

*420-421 Record of verification of absence due to illness and other causes*

~~*15497.5 Local control and accountability plan template*~~

*COURT DECISIONS*

*L.A. v. Superior Court of San Diego County, (2012) 209 Cal.App.4th 976*

*Management Resources:*

*CSBA PUBLICATIONS*

*Attendance Awareness Month, Fact Sheet, September 2014*

~~*CDE PUBLICATIONS*~~

~~*School Attendance Review Board Handbook, 2012*~~

*School Attendance Improvement Handbook, 2000*

*ATTENDANCE WORKS PUBLICATIONS*

*Count Us In! Working Together to Show that Every School Day Matters, 2014*

*The Power of Positive Connections: Reducing Chronic Absence Through PEOPLE: Priority Early Outreach for Positive Linkages and Engagement, 2014*

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

*Attendance Works: <http://www.attendanceworks.org>*

*California Association of Supervisors of Child Welfare and Attendance: <http://www.cascwa.org>*

*WEB SITES*

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

*Attendance Works: <http://www.attendanceworks.org>*

*California Association of Supervisors of Child Welfare and Attendance: <http://www.cascwa.org>*

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

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

*California School Climate, Health, and Learning Survey System: <http://www.cal-schls.wested.org>*

*OnTrackCA: <http://www.ontrackca.org>*

Policy Adopted: ~~09/09/2015~~ **02/14/18**

ORCUTT UNION SCHOOL DISTRICT  
Orcutt, California



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

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TO: Dr. Deborah Blow, Superintendent

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

BOARD MEETING DATE: February 14, 2018

BOARD AGENDA ITEM: Board Policy 5117

#### INTERDISTRICT ATTENDANCE

BACKGROUND: Policy updated to reflect new law (AB 99, 2017) which makes a number of changes to the school district of choice program. As a result, language was relocated from the BP to the AR and there was some general clean up in existing language.

RECOMMENDATION: It is recommended that the Board of Trustees approve the proposed revisions to BP 5117.

FUNDING: No funding implications.

## Students

### INTERDISTRICT ATTENDANCE

The Board of Trustees recognizes that students who reside in one district may, for a variety of reasons, choose to enroll their child in a school in another district.

*(cf. 0520.3 – Title I Program Improvement Districts)*  
*(cf. 5111.12 – Residency Based on Parent/Guardian Employment)*  
*(cf. 5116.1 - Intradistrict Open Enrollment)*  
*(cf. 5118 – Open Enrollment Act Transfers)*

### Interdistrict Attendance Permits

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

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

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

### Transportation

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

### ~~Limits on Student Transfers Out of the District to a School District of Choice~~

~~The Superintendent or designee may limit the number of student transfers out of the district to a school district of choice based on the percentages of average daily attendance specified in Education Code 48307.~~

~~In addition, transfers out of the district may be limited during a fiscal year when the County Superintendent of Schools has given the district a negative budget certification or when the County Superintendent has determined that the district will not meet the state's standards and criteria for fiscal stability in the subsequent fiscal year exclusively as a result of student transfers from this district to a school district of choice. (Education~~

~~Code 48307)~~

~~(cf. 3100 Budget)~~

~~(cf. 3460 Financial Reports and Accountability)~~

~~A child of an active military duty parent/guardian shall not be prohibited from transferring out of the district to a school district of choice, if the other school district approves the application for transfer. (Education Code 48301)~~

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

*Legal Reference:*

EDUCATION CODE

41020 Annual district audits

46600-46611 Interdistrict attendance agreements

48204 Residency requirements for school attendance

48300-483156 Student attendance alternatives; school district of choice program

48350-48361 Open Enrollment Act

48900 Grounds for suspension or expulsion; definition of bullying

48915 Expulsion; particular circumstances

48915.1 Expelled individuals: enrollment in another district

48918 Rules governing expulsion procedures

48980 Notice at beginning of term

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

**CALIFORNIA CONSTITUTION**

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

ATTORNEY GENERAL OPINIONS

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

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

COURT DECISIONS

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

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

Management Resources:

**CSBA PUBLICATIONS**

~~Transfer Law Comparison, Fact Sheet, March 2011~~

WEB SITES

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

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

Policy Adopted: ~~05/11/2016~~ 2/14/18

ORCUTT UNION SCHOOL DISTRICT  
Orcutt, California



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

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TO: Dr. Deborah Blow, Superintendent

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

BOARD MEETING DATE: February 14, 2018

BOARD AGENDA ITEM: Board Policy 5144.1

**SUSPENSION AND EXPULSION/DUE PROCESS**

**BACKGROUND:** Policy updated to add homeless students as one of the numerically significant student subgroups for whom the district must monitor suspension/expulsion data, and to add board review of disaggregated suspension/expulsion data for the purpose of identifying any disparities in the imposition of discipline.

**RECOMMENDATION:** It is recommended that the Board of Trustees approve the proposed revisions to BP 5144.1.

**FUNDING:** No funding implications.

**SUSPENSION AND EXPULSION/DUE PROCESS**

The Board of Trustees desires to provide district students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. The Board shall develop rules and regulations setting the standards of behavior expected of district students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.

*(cf. 5131 - Conduct)*

*(cf. 5131.1 - Bus Conduct)*

*(cf. 5131.2 - Bullying)*

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be only those specified in law and the accompanying administrative regulation.

Except when otherwise permitted by law, a student may be suspended or expelled only when his/her behavior is related to a school activity or school attendance occurring within any district school or other school district, regardless of when it occurs, including, but not limited to, the following: (Education Code 48900(s))

1. While on school grounds
2. While going to or coming from school
3. During the lunch period, whether on or off the school campus  
*(cf. 5112.5 - Open/Closed Campus)*
4. During, going to, or coming from a school-sponsored activity

District staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, equally, and in accordance with the district's nondiscrimination policies.

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

**Appropriate Use of Suspension and Expulsion**

Except when a student commits an act that violates Education Code 48900(a)-(e), as listed in items #1-5 under "Grounds for Suspension and Expulsion: Grades K-12" of the accompanying administrative regulation, or his/her presence causes a danger to others, suspension shall be used only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5, 48900.6)

(cf. 1020 - Youth Services)  
(cf. 5144 - Discipline)  
(cf. 6164.2 - Guidance/Counseling Services)  
(cf. 6164.5 - Student Success Teams)

No student in grades K-3 may be suspended for disruption or willful defiance, except by a teacher pursuant to Education Code 48910. (Education Code 48900)

### **Authority to Expel**

A student may be expelled only by the Board. (Education Code 48918(j))

As required by law, the Superintendent or principal shall recommend expulsion and the Board shall expel any student found to have committed any of the following "mandatory recommendation and mandatory expulsion" acts at school or at a school activity off school grounds: (Education Code 48915)

1. Possessing a firearm which is not an imitation firearm, as verified by a certificated employee, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence  
  
(cf. 5131.7 - Weapons and Dangerous Instruments)
2. Selling or otherwise furnishing a firearm
3. Brandishing a knife at another person
4. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
5. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committing a sexual battery as defined in Penal Code 243.4
6. Possessing an explosive as defined in 18 USC 921

For all other violations listed in the accompanying administrative regulation under "Grounds for Suspension and Expulsion: Grades K-12" and "Additional Grounds for Suspension and Expulsion: Grades 4-12," the Superintendent or principal shall have the discretion to recommend expulsion of a student. If expulsion is recommended, the Board shall order the student expelled only if it makes a finding of either or both of the following: (Education Code 48915(b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct
2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others



A vote to expel a student shall be reported out in a public session.

The Board may vote to suspend the enforcement of the expulsion order pursuant to the requirements of law and the accompanying administrative regulation. (Education Code 48917)

No student shall be expelled solely for disruption or willful defiance. (Education Code 48900)

### **Student Due Process**

The Board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices, hearings, and appeals as specified in law and administrative regulation. (Education Code 48911, 48915, 48915.5, 48918)

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

### **Maintenance and Monitoring of Outcome Data**

The Superintendent or designee shall annually present to the Board a report of the outcome data which the district is required to collect pursuant to Education Code 48900.8 and 48916.1, including the number of students recommended for expulsion, the grounds for each recommended expulsion, the actions taken by the Board, the types of referral made after each expulsion, and the disposition of the students after the expulsion period.

**In presenting the report to the Board, the Superintendent or designee shall be disaggregated data on suspensions and expulsions by school and by numerically significant student subgroups, including, but not limited to, ethnic subgroups, socioeconomically disadvantaged students, English learners, foster youth, and students with disabilities, and homeless students. Based on the data, the Board shall address any identified disparities in the imposition of student discipline, and shall determine** The report also shall include information about whether and how the district is meeting its goals for improving school climate as specified in its local control and accountability plan.

(cf. 0460 - Local Control and Accountability Plan)

#### **Legal Reference:**

*EDUCATION CODE*

*212.5 Sexual harassment*

*233 Hate violence*

*1981 Enrollment of students in community school*

*17292.5 Program for expelled students*

*32261 Interagency School Safety Demonstration Act of 1985*

*35145 Open board meetings*

*35146 Closed sessions (re suspensions)*

*35291 Rules (for government and discipline of schools)*

*35291.5 Rules and procedures on school discipline*

*48645.5 Readmission; contact with juvenile justice system*

48660-48667 *Community day schools*  
48853.5 *Foster youth*  
48900-48927 *Suspension and expulsion*  
48950 *Speech and other communication*  
48980 *Parental notifications*  
49073-49079 *Privacy of student records*  
*52052 Numerically significant student subgroups*  
52060-52077 *Local control and accountability plan*  
CIVIL CODE  
47 *Privileged communication*  
48.8 *Defamation liability*  
CODE OF CIVIL PROCEDURE  
1985-1997 *Subpoenas; means of production*  
GOVERNMENT CODE  
11455.20 *Contempt*  
54950-54963 *Ralph M. Brown Act*  
HEALTH AND SAFETY CODE  
11014.5 *Drug paraphernalia*  
11053-11058 *Standards and schedules*  
LABOR CODE  
230.7 *Discharge or discrimination against employee for taking time off to appear in school on behalf of a child*  
PENAL CODE  
31 *Principal of a crime, defined*  
240 *Assault defined*  
241.2 *Assault fines*  
242 *Battery defined*  
243.2 *Battery on school property*  
243.4 *Sexual battery*  
245 *Assault with deadly weapon*  
245.6 *Hazing*  
261 *Rape defined*  
266c *Unlawful sexual intercourse*  
286 *Sodomy defined*  
288 *Lewd or lascivious acts with child under age 14*  
288a *Oral copulation*  
289 *Penetration of genital or anal openings*  
417.27 *Laser pointers*  
422.55 *Hate crime defined*  
422.6 *Interference with exercise of civil rights*  
422.7 *Aggravating factors for punishment*  
422.75 *Enhanced penalties for hate crimes*  
626.2 *Entry upon campus after written notice of suspension or dismissal without permission*  
626.9 *Gun-Free School Zone Act of 1995*  
626.10 *Dirks, daggers, knives, razors or stun guns*  
868.5 *Supporting person; attendance during testimony of witness*  
WELFARE AND INSTITUTIONS CODE  
729.6 *Counseling*  
UNITED STATES CODE, TITLE 18  
921 *Definitions, firearm*  
UNITED STATES CODE, TITLE 20  
1415(K) *Placement in alternative educational setting*  
7151 *Gun free schools*  
COURT DECISIONS  
*T.H. v. San Diego Unified School District (2004) 122 Cal. App. 4th 1267*  
*Woodbury v. Dempsey (2003) 108 Cal. App. 4th 421*

*Board of Education of Sacramento City Unified School District v. Sacramento County Board of Education and Kenneth H.*, (2001) 85 Cal.App.4th 1321

*Garcia v. Los Angeles Board of Education* (1991) 123 Cal.App.3d 807

*Fremont Union High School District v. Santa Clara County Board* (1991) 235 Cal. App. 3d 1182

*John A. v. San Bernardino School District* (1982) 33 Cal. 3d 301

ATTORNEY GENERAL OPINIONS

84 Ops.Cal.Atty.Gen 146 (2001)

80 Ops.Cal.Atty.Gen 348 (1997)

80 Ops.Cal.Atty.Gen. 91 (1997)

80 Ops.Cal.Atty.Gen. 85 (1997)

Management Resources:

~~CSBA PUBLICATIONS~~

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

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014

WEB SITES

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

California Attorney General's Office: <http://www.oag.state.ca.us>

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

U.S. Department of Education, Office for Civil Rights: <http://ed.gov/about/offices/list/ocr/docs/crdc-2012-data-summary.pdf>

U.S. Department of Education, Office of Safe and Drug-Free Schools: <http://www.ed.gov/about/offices/list/osdfs>

Policy Adopted: ~~05/13/2015~~ 02/14/2018

ORCUTT UNION SCHOOL DISTRICT  
Orcutt, California



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

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TO: Dr. Deborah Blow, Superintendent

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

BOARD MEETING DATE: February 14, 2018

BOARD AGENDA ITEM: Board Policy 5144

DISCIPLINE

BACKGROUND: Policy updated to reflect new law (SB 250) which requires districts to ensure that any discipline imposed on a student does not result in the denial or delay of a nutritionally adequate meal to the student

RECOMMENDATION: It is recommended that the Board of Trustees approve the proposed revisions to BP 5144.

FUNDING: No funding implications.

## Students

### DISCIPLINE

The Board of Trustees is committed to providing a safe, supportive, and positive school environment **which is** conducive to student learning and to preparing students for responsible citizenship by fostering self-discipline and personal responsibility. The Board believes that high expectations for student behavior, use of effective school and classroom management strategies, provision of appropriate intervention and support, and parent involvement can minimize the need for disciplinary measures that exclude students from instruction as a means for correcting student misbehavior.

*(cf. 5113.1 – Chronic Absence and Truancy)*

*(cf. 5131 - Conduct)*

*(cf. 5131.1 - Bus Conduct)*

*(cf. 5131.2 - Bullying)*

*(cf. 5145.9 - Hate-Motivated Behavior)*

*(cf. 6020 - Parent Involvement)*

The Superintendent or designee ~~design a complement of~~ **shall develop** effective, age-appropriate strategies for maintaining a positive school climate and correcting student misbehavior at district schools. The strategies shall focus on providing students with needed supports; communicating clear, appropriate, and consistent expectations and consequences for student conduct; and ensuring equity and continuous improvement in the implementation of district discipline policies and practices.

In addition, the Superintendent or designee's strategies **for correcting student misconduct** shall reflect the Board's preference for the use of positive interventions and alternative disciplinary measures over exclusionary discipline measures ~~as a means for correcting student misbehavior.~~

Disciplinary measures that may result in loss of instructional time or cause students to be disengaged from school, such as detention, suspension and expulsion, shall be imposed only when required by law and when other means of correction have been documented to have failed. (Education Code 48900.5)

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

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

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

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

**School personnel and volunteers shall not allow any disciplinary action taken against a student to result in the denial or delay of a school meal. (Education Code 49557.5)**

*(cf. 3550 - Food Service/Child Nutrition Program)*

*(cf. 3551 - Food Service Operations/Cafeteria Fund)*

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

The administrative staff at each school may develop disciplinary rules to meet the school's particular needs consistent with law, Board policy, and district regulations. The Board at an open meeting, shall review the approved school discipline rules for consistency with Board policy and state law. Site-level disciplinary rules shall be included in the district's comprehensive safety plan. (Education Code 35291.5, 32282)

*(cf. 0450 - Comprehensive Safety Plan)*  
*(cf. 9320 - Meetings and Notices)*

At all times, the safety of students and staff and the maintenance of an orderly school environment shall be priorities in determining appropriate discipline. When misconduct occurs, staff shall attempt to identify the causes of the student's behavior and implement appropriate discipline. When choosing between different disciplinary strategies, staff shall consider the effect of each option on the student's health, **well-being**, and opportunity to learn.

Staff shall enforce disciplinary rules fairly, consistently and in accordance with the district's nondiscrimination policies.

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*  
*(cf. 5145.3 - Nondiscrimination/Harassment)*  
*(cf. 5145.7 - Sexual Harassment)*

The Superintendent or designee shall provide professional development as necessary to assist staff in developing the skills needed to effectively implement the disciplinary strategies adopted for district schools, including, but not limited to, consistent school and classroom management skills, effective accountability and positive intervention techniques, and development of strong cooperative relationships with parents/guardians.

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

District goals for improving school climate, based on suspension and expulsion rates, surveys of students, staff, and parents/guardians regarding their sense of school safety, and other local measures, shall be included in the district's local control and accountability plan, as required by law.

*(cf. 0460 - Local Control and Accountability Plan)*  
*(cf. 3100 - Budget)*

*Legal Reference:*  
*EDUCATION CODE*  
*32280-32288 School safety plans*  
*35146 Closed sessions*  
*35291 Rules*  
*35291.5-35291.7 School-adopted discipline rules*  
*37223 Weekend classes*  
*44807.5 Restriction from recess*

48900-48926 *Suspension and expulsion*  
48980-48985 *Notification of parents or guardians*  
49330-49335 *Injurious objects*  
*49550-49562 Meals for needy students*  
52060-52077 *Local control and accountability plan*  
CIVIL CODE  
1714.1 *Parental liability for child's misconduct*  
CODE OF REGULATIONS, TITLE 5  
307 *Participation in school activities until departure of bus*  
353 *Detention after school*  
*UNITED STATES CODE, TITLE 42*  
*1751-1769 School Lunch Program*  
*1773 School Breakfast Program*

*Management Resources:*

CSBA PUBLICATIONS

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

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

Maximizing Opportunities for Physical Activity during the School Day, Fact Sheet, 2009

CDE PROGRAM ADVISORIES

Classroom Management: A California Resource Guide for Teachers and Administrators of Elementary and Secondary Schools, 2000

STATE BOARD OF EDUCATION POLICIES

01-02 School Safety, Discipline and Attendance, March 2001

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

Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014

WEB SITES

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

CDE: <http://www.cde.ca.gov>

Public Counsel: <http://www.fixschooldiscipline.org>

USDOE: <http://www.ed.gov>

Policy Adopted: ~~9/10/2014~~ 02/14/2018 ORCUTT UNION SCHOOL DISTRICT  
Orcutt, California



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

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TO: Dr. Deborah Blow, Superintendent

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

BOARD MEETING DATE: February 14, 2018

BOARD AGENDA ITEM: Board Policy 6146.1

#### HIGH SCHOOL GRADUATION REQUIREMENTS

BACKGROUND: Policy updated to reflect new law (AB 830) which repeals the requirement to pass the high school exit exam as a condition of graduation and new law (AB 365) which exempts children of military families from locally established graduation requirements under certain conditions.

RECOMMENDATION: It is recommended that the Board of Trustees approve the proposed revisions to BP 6146.1

FUNDING: No funding implications.



## **Instruction**

BP 6146.1(a)

### **HIGH SCHOOL GRADUATION REQUIREMENTS (Charter High School Grades 9-12)**

The Board of Trustees desires to prepare all students to obtain a high school diploma to enable them to take advantage of opportunities for postsecondary education and/or employment.

*(cf. 5127 – Graduation Ceremonies and Activities)*

*(cf. 6146.3 – Reciprocity of Academic Credit)*

#### **Course Requirements**

To obtain a high school diploma, students shall complete at least the following courses in grades 9-12, with each course being one year unless otherwise specified:

1. Four courses in English (Education Code 51225.3)

*(cf. 6142.91 – Reading/Language Arts Instruction)*

2. Three courses in mathematics (Education Code 51225.3)

At least one mathematics course, or a combination of the two mathematics courses shall meet or exceed state academic content standards for Algebra I. (Education Code 51224.5)

Completion, prior to grade 9, of algebra coursework that meets or exceeds state academic content standards shall satisfy the algebra coursework requirement, but shall not exempt a student from the requirement to complete three mathematics courses in grades 9-12. (Education Code 51224.5)

*(cf. 6011 – Academic Standards)*

*(cf. 6142.92 – Mathematics Instruction)*

3. Three courses in science, including biological and physical sciences (Education Code 51225.3)

4. Three courses in social studies, including United States history and geography; world history, culture, and geography; a one-semester course in American government and civics; and a one-semester course in economics (Education Code 51225.3)

*(cf. 6142.93 – History-Social Science Instruction)*

5. One course in visual or performing arts, foreign language, or American Sign Language (Education Code 51225.3)

6. Two courses in physical education, unless the student has been otherwise exempted pursuant to other sections of the Education Code (Education Code 51225.3)

*(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)*

*(cf. 6142.7 – Physical Education and Activity)*

BP 6146.1(b)

To obtain high school graduation, students must have documented 40 hours of community service, participation in at least one school-developed career technical education class and successfully participate in the senior exit interview. These requirements are over and above the course requirements.

Because the prescribed course of study may not accommodate the needs of some students, the Board shall provide alternative means for the completion of prescribed courses in accordance with law.

*(cf. 6146.11 – Alternative Credits Toward Graduation)*

*(cf. 6146.2 – Certificate of Proficiency/High School Equivalency).*

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

~~The Superintendent or designee shall exempt or waive specific course requirements for foster youth or children of military families in accordance with Education Code 51225.3 and 49701.~~

A foster youth, homeless student, former juvenile court school student, or child of a military family who transfers into the district any time after completing his/her second year of high school shall be required to complete all graduation requirements specified in Education Code 51225.3 but shall be exempt from any additional district-adopted graduation requirements, unless the Superintendent or designee makes a finding that the student is reasonably able to complete the requirements in time to graduate by the end of his/her fourth year of high school. Within 30 days of the transfer, any such student shall be notified of the availability of the exemption and whether he/she qualifies for it. (Education Code 51225.1)

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

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

*(cf. 6173.2 – Education for Children of Military Families)*

### Retroactive Diplomas

Until July 31, 2018, any student who completed grade 12 in the 2003-04 **through the 2014-15** school year ~~or a subsequent school year~~ and has met all applicable graduation requirements other than the passage of the high school exit examination shall be granted a high school diploma. (Education Code ~~60851.6~~**51413**)

### *Legal Reference:*

#### EDUCATION CODE

47612 Enrollment in charter school

48200 Compulsory attendance

48412 Certificate of proficiency

48430 Continuation education schools and classes

48645.5 Acceptance of coursework

48980 Required notification at beginning of term

49701 Interstate Compact on Educational Opportunity for Military Children

51224 Skills and knowledge required for adult life

51224.5 Algebra instruction

51225.1 Exemption from district graduation requirements

51225.2 Pupil in foster care defined; acceptance of coursework, credits, retaking of course  
51225.3 High school graduation  
51225.35 Mathematics course requirements; computer science  
51225.36 Instruction in sexual harassment and violence; districts that require health education for graduation  
51225.5 Honorary diplomas; foreign exchange students  
*51225.6 Compression-only cardiopulmonary resuscitation*  
51228 Graduation requirements  
51240-51246 Exemptions from requirements  
51250-51251 Assistance to military dependents  
51410-51412 Diplomas  
51420-51427 High school equivalency certificates  
*51430 Retroactive high school diplomas*  
*51440 Retroactive high school diplomas*  
51450-51455 Golden State Seal Merit Diploma  
51745 Independent study restrictions  
56390-56392 Recognition for educational achievement, special education  
~~60850-60859 High school exit examination~~  
60851.5 Suspension of high school exit examination  
~~60851.6 Retroactive diploma; completion of all graduation requirements except high school exit examination~~  
66204 Certification of high school courses as meeting university admissions criteria  
67386 Student safety; affirmative consent standard  
CODE OF REGULATIONS, TITLE 5  
1600-1651 Graduation of students from grade 12 and credit toward graduation  
*4600-4687 Uniform complaint procedures*  
COURT DECISIONS  
O'Connell v. Superior Court (Valenzuela), (2006) 141 Cal.App.4th 1452

Management Resources:

WEB SITES

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

California Department of Education, California High School: <http://www.cde.ca.gov/ta/tg/hs>

University of California, List of Approved a-g Courses:

<http://www.universityofcalifornia.edu/admissions/freshman/requirements>

Policy Adopted: ~~05/11/2016~~ 02/14/2018

ORCUTT UNION SCHOOL DISTRICT  
Orcutt, California



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

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TO: Dr. Deborah Blow, Superintendent

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

BOARD MEETING DATE: February 14, 2018

BOARD AGENDA ITEM: Board Policy 6153

#### SCHOOL-SPONSORED TRIPS

BACKGROUND: Policy updated to reflect new law (AB 341, 2017) which eliminates the prohibition against the use of district funds to pay for the expenses of students participating field trips or excursions to another state, to the District of Columbia, or to a foreign country.

RECOMMENDATION: It is recommended that the Board of Trustees approve the proposed revisions to BP 6153.

FUNDING: No funding implications.

**SCHOOL-SPONSORED TRIPS**

The Board of Trustees recognizes that ~~school-sponsored field trips are important components of a student's development and~~ supplement and enrich the classroom learning experience, **lead to increased student achievement and foster student engagement. The Board encourages field trips to reinforce and increase learning opportunities and to enhance district programs.**

*(cf. 0460 – Local Control and Accountability Plan)*

~~School-sponsored~~ **Field** trips ~~may~~ **shall** be conducted in connection with the district's course of study or school-related social, educational, cultural, athletic, school band ~~activities~~, or other extracurricular or cocurricular activities. A field trip to a foreign country may be permitted to familiarize students with the language, history, geography, natural science, and other studies relative to the district's course of study.

*(cf. 6143 – Courses of Study)*

*(cf. 6145 – Extracurricular and Cocurricular Activities)*

*(cf. 6145.2 – Athletic Competition)*

**Requests for field trips involving out-of-state, out-of-country, or overnight travel shall be submitted to the Superintendent or designee. The Superintendent or designee shall review the request and make a recommendation to the Board as to whether the request should be approved by the Board. All other field trips shall be approved in advance by the principal.**

*(cf. 3312.2 - Educational Travel Program Contracts)*

The principal shall establish a process for approving a staff member's request to conduct a ~~school-sponsored field trip and approval of the principal is required for all field trips~~. When planning trips, staff shall consider student safety, objectives of instruction, the most effective use of instructional time, the distance from school, district and student expense, and transportation and supervision requirements. Principals may exclude from the trip any student whose presence on the trip would pose a safety or disciplinary risk.

Students are under the authority of the designated district employee and students shall be held responsible for their behavior at all times.

*(cf. 3530 – Risk Management/Insurance)*

*(cf. 3541.1 – Transportation for School-Related Trips)*

*(cf. 5142 – Safety)*

*(cf. 5143 – Insurance)*

*(cf. 5144 – Discipline)*

*(cf. 5144.1 – Suspension and Expulsion/Due Process)*

No field trip shall be authorized if any student would be excluded from participation because of a lack of sufficient funds. The Superintendent or designee shall coordinate with community groups to supply funds for students in need. (Education Code 35330)

*(cf. 1230 – School-Connected Organizations)*

*(cf. 1321 – Solicitation of funds from and by students)*  
*(cf. 1700 – Relations Between Private Industry and the Schools)*

~~District funds shall not be used to pay~~ **The Board may approve the use of district funds for student expenses for out-of-state or out-of-country field trips or excursions when permitted by law. However, In addition,** expenses of instructors, chaperones, and other personnel participating in such trips, as well as incidental expenses for the use of district equipment during the trip, may be paid from district funds. (Education Code 35330)

*Legal Reference:*

EDUCATION CODE

8760 *Authorization of outdoor science and conservation programs*

32040-32044 *First aid equipment: field trips*

35330 *Excursions and field trips*

35331 *Provision for medical or hospital service for pupils (on field trips)*

35332 *Transportation by chartered airline*

35350 *Transportation of students*

44808 *Liability when pupils not on school property*

48908 *Duties of pupils; authority of teachers*

BUSINESS AND PROFESSIONS CODE

17540 *Travel promoters*

17550-17550.9 *Sellers of travel*

17552-17556.5 *Education and travel organizations*

Management Resources

WEB SITES

American Red Cross: <http://www.redcross.org>

California Association of Directors of Activities: <http://www.cada1.org>

U.S. Department of Homeland Security: <http://www.dhs.gov>

Policy Adopted: ~~6/13/2012~~ **2/14/18**

ORCUTT UNION SCHOOL DISTRICT  
Orcutt, California



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

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TO: Dr. Deborah Blow, Superintendent

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

BOARD MEETING DATE: February 14, 2018

BOARD AGENDA ITEM: Board Policy 6170.1

#### TRANSITIONAL KINDERGARTEN

BACKGROUND: Policy updated to reflect new law (AB 99, 2017) which permits districts to maintain transitional kindergarten classes for different lengths of time during the school day, either at the same or different school sites, provided that the length of the school day complies with legal requirements related to the minimum and maximum length of the school day.

RECOMMENDATION: It is recommended that the Board of Trustees approve the proposed revisions to BP 6170.1.

FUNDING: No funding implications.

## **Instruction**

### **TRANSITIONAL KINDERGARTEN**

The Board of Trustees desires to offer a high-quality transitional kindergarten (TK) program for eligible children who do not yet meet the minimum age criterion for kindergarten. The TK program shall assist ~~children~~ **students** in developing the academic, social, and emotional skills they need to succeed in kindergarten and beyond.

The district's transitional kindergarten shall be the first year of a two-year kindergarten program. (Education Code 48000)

The Board encourages ongoing collaboration among district preschool staff, other preschool providers, elementary teachers, administrators, and parents/guardians in ~~program~~ **the** development, implementation, and evaluation **of the district's TK program.**

~~(cf. 0420 – School Plans/Site Councils)~~  
~~(cf. 1220 – Citizen Advisory Committees)~~  
(cf. 6020 – Parent Involvement)

#### Eligibility

The district's transitional kindergarten program shall admit children whose fifth birthday is from September 2 through December 2. (Education Code 4800)

Parents/guardians of eligible children shall be notified of the availability of the TK program and the age, residency, immunization, and any other enrollment requirements. Enrollment in the transitional kindergarten program shall be voluntary.

(cf. 5111 – Admission)  
(cf. 5111.1 – District Residency)  
~~(cf. 5111.12 – Residency Based on Parent/Guardian Employment)~~  
(cf. 5141.22 – Infectious Diseases)  
**(cf. 5141.3 – Health Examinations)**  
(cf. 5141.31 – Immunizations)  
(cf. 5141.32 – Health Screening for School Entry)

#### Curriculum and Instruction

The district's transitional kindergarten program shall be based on a modified kindergarten curriculum that is age and developmentally appropriate. (Education Code 48000)

(cf. 6141 – Curriculum Development and Evaluation)  
(cf. 6161.1 – Selection and Evaluation of Instructional Materials)



The program shall be aligned with the preschool learning foundations **and preschool curriculum frameworks developed by the California Department of Education**. It shall be designed to facilitate students' development in essential skills, related to language and literacy, mathematics, physical development, health, visual and performing arts, science, history-social sciences, English language development, and social-emotional development.

(cf. 5148.3 – Preschool/Early Childhood Education)  
(cf. 6011 – Academic Standards)  
(cf. 6174 – Education for English Language Learners)

**The Board shall establish the length(s) of the school day in the district's TK program. TK programs may be maintained for different lengths of time either at the same or different school sites, as long as the school day is at least three hours but no more than four hours. The Superintendent or designee shall annually report to the California Department of Education as to whether the district's TK programs are offered full day, part day, or both. (Education Code 37202, 46111, 46117, 48003)**

(cf. 6111 - School Calendar)  
(cf. 6112 - School Day)

**TK students may be placed in the same classrooms as kindergarten students when necessary, provided that the instructional program is differentiated to meet student needs.**

### **Staffing**

The Superintendent or designee shall ensure that teachers assigned to teach in TK classes possess a teaching credential or permit from the Commission on Teacher Credentialing (CTC) that authorizes such instruction.

(cf. 4112.2 - Certification)

A credentialed teacher who is first assigned to a TK class after July 1, 2015, shall, by August 1, 2020, have at least 24 units in early childhood education and/or child development, comparable experience in a preschool setting, and/or a child development teacher permit issued by the CTC. (Education Code 48000)

The Superintendent or designee may provide professional development as needed to ensure that transitional kindergarten teachers are knowledgeable about district standards and effective instructional methods for teaching young children.

(cf. 4131 – Staff Development)

## Continuation to Kindergarten

Students who complete the TK program shall be eligible to continue in kindergarten the following school year. Parents/guardians of such students shall not be required to submit a signed Kindergarten Continuance Form for kindergarten attendance.

(cf. 5123 – Promotion/Acceleration/Retention)

However, whenever children who would otherwise be age-eligible for kindergarten are enrolled in TK, the Superintendent or designee shall obtain a Kindergarten Continuance Form signed by the parent/guardian near the end of the TK year consenting to the child's enrollment in kindergarten the following year.

A student shall not attend more than two years in a combination of TK and kindergarten. (Education Code 46300)

(cf. 5123 - Promotion/Acceleration/Retention)

## Assessment

The Superintendent or designee shall develop or identify appropriate **formal and/or informal** assessments of transitional kindergarten students' development and progress. He/she shall monitor and regularly report to the Board regarding program implementation and the progress of students in meeting related academic standards.

(cf. 0500 – Accountability)

(cf. 6162.5 – Student Assessment)

### Legal Reference:

#### EDUCATION CODE

8973	Extended-day kindergarten
37202	School calendar; equivalency of instructional minutes
44258.9	Assignment monitoring by <del>County Office of Education</del> <b>county superintendent of schools</b>
46111	Kindergarten, hours of attendance
46114-46119	Minimum school day, kindergarten
46300	Computation of average daily attendance, inclusion of kindergarten and transitional kindergarten
48000	<del>Minimum</del> <b>age of admission kindergarten and transitional kindergarten</b>
48002	Evidence of minimum age required to enter kindergarten or first grade
<b>48003</b>	<b>Kindergarten annual report</b>
48200	Compulsory education, starting at age six
<del>60605.8</del>	<del>Academic Content Standards Commission, development of Common Core Standards</del>

### Management Resources:

#### CSBA PUBLICATIONS

*What Boards of Education Can Do About Kindergarten Readiness, Governance Brief, May 2016*

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

*Transitional Kindergarten FAQs*

*Desired Results Developmental Profile, 2015*

*Transitional Kindergarten Implementation Guide: A Resource for California Public School District Administrators and Teachers, 2013*

*California Preschool Curriculum Framework, Vol. 1, 2010*

*California Preschool Learning Foundations, Vol. 1, 2008*

*WEB SITES*

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

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

California Kindergarten Association: <http://www.ckanet.org>

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

Transitional Kindergarten California: <http://www.tkcalifornia.org>

Policy Adopted: ~~02/10/2016~~ 2/14/18

ORCUTT UNION SCHOOL DISTRICT  
Orcutt, California



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

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**TO:** Deborah Blow, Superintendent

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

**BOARD MEETING DATE:** February 14, 2018

**BOARD AGENDA ITEM:** English Learner Master Plan

**BACKGROUND:** The English Learner Master Plan is a document that

- Provides the district and the schools with a clear statement of policies related to the development, implementation, and evaluation of English learner programs and services
- Provides specific procedural guidelines for the identification, assessment and placement of students; reclassification of students, notification and involvement of parents; the formation and functioning of the District English Learner Advisory Committee and site English Learner Advisory Committees; the annual evaluation of English learner programs; and the use of state and federal funds for EL programs and services
- Aligns policies and procedures with current state and federal mandates.

The revised plan includes requirements as part of the Federal Program Monitoring review scheduled to take place later this school year.

**RECOMMENDATION:** It is recommended that the Board of Trustees approve the revisions to the English Learner Master Plan.

**FUNDING:** No funding implications.



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

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To: Dr. Deborah Blow, Superintendent

From: Holly Edds, Assistant Superintendent, Educational Services

Board Meeting Date: February 14, 2018

Board Agenda Item: Approval of Music in the Park Band Trip, Grades 7-12

Background: This field trip request from the Orcutt Union School District Band Programs exceeds the district requirements as outlined in Board Policy 6153; therefore, it must be submitted for Board Approval. The field trip is scheduled to take place April 20-22, 2018.

Orcutt Union School District Band Program is requesting approval of a field trip to Orange County, CA to attend the Music in the Park Festival. The trip is planned for approximately 68 students (7-12), with supervision provided by OUSD teachers Josie Coburn, Matthew Prachar, and Dona Kintzi and approximately 6-8 parents have also requested to attend the event.

The trip is scheduled for departure on the morning of Friday, April 20, 2018 and will be returning on Sunday, April 22, 2018.

Planned activities for the trip include:

**Performance Venue:**

Valencia High School, Placentia	Placentia Presbyterian Church
Concert Band/Full Orchestra	Choir/Jazz Band Venue

**Awards Ceremony/Fun Day:**

Disneyland

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

Funding: The cost for this year's trip is funded through fundraising efforts as well as donations by individual students and their families to fully cover the cost. The cost for students is approximately \$150 which includes hotel, breakfast, transportation via charter bus/rental



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

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vehicles driven by the teachers, and music festival fee. Ticket to Disneyland is \$100 per student and families are asked to donate for this ticket, however no students will be denied access due to lack of funds. Students are able to offset the cost through participation in four fundraisers that are planned to help cover costs.



## HUMAN RESOURCES MEMORANDUM

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

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

**DATE:** February 14, 2018

**RE:** Brandman University Supervised Internship Agreement

**BACKGROUND:** Brandman University is requesting approval of the Supervised Internship Agreement with the Orcutt Union School District for the Education Administration Programs.

**RECOMMENDATION:** It is recommended that the Board of Trustees approve the Brandman University Supervised Internship Agreement for the Education Administration Programs with the Orcutt Union School District.

**FUNDING:** N/A



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## SUPERVISED INTERNSHIP AGREEMENT

Please check below all the applicable supervised fieldwork in which in your District will be participating with Brandman University Santa Maria Campus.

- |                                 |                                     |
|---------------------------------|-------------------------------------|
| <b>SCHOOL PSYCHOLOGY</b>        | <input type="checkbox"/>            |
| <b>EDUCATION ADMINISTRATION</b> | <input checked="" type="checkbox"/> |
| <b>SCHOOL COUNSELING</b>        | <input type="checkbox"/>            |

THIS AGREEMENT is made and entered into by and between Brandman University hereinafter called the "UNIVERSITY," and the Orucct Union School District, hereinafter called "FIELDWORK SITE."

WHEREAS, an INTERN, as defined in Appendix A, is required to enroll in education courses while serving under the supervision of experienced UNIVERSITY and FIELDWORK SITE professionals, during which time the INTERN shall hold an internship credential granted by the California Commission on Teacher Credentialing, (hereinafter the "COMMISSION").

### I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, if so required, to be eligible for supervised fieldwork.
- B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- C. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.

### II. RESPONSIBILITIES OF THE FIELDWORK SITE

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.
- B. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.
- C. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or



involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.

- D. To notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.
- E. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- F. The FIELDWORK SITE staff shall comply with APPENDIX B regarding the FIELDWORK SITE's supervision of UNIVERSITY students.
- G. The FIELDWORK SITE acknowledges that each INTERN under this Agreement shall be a paid employee of the FIELDWORK SITE and thus covered under the FIELDWORK SITE'S insurance policies, including Workers' Compensation, to the extent available to other teachers. No intern shall be considered an employee or agent of Brandman University while performing services for the District.

### III. THE PARTIES MUTUALLY AGREE

- A. Neither party shall discriminate in the assignment of INTERNS on the basis of race, color, disability, gender, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.
- B. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- C. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

**FIELDWORK SITE CONTACT INFORMATION:**

Orcutt Union School District  
500 Dyer Street  
Orcutt, CA 93455  
Attn: Susan Salucci, Asst. Superintendent of HR  
Tel: (805) 938-8909

**UNIVERSITY CONTACT INFORMATION:**

Brandman University  
16355 Laguna Canyon Road  
Irvine, CA 92618  
Attn: School of Education, Dean  
Fax: (800) 775-0128

- D. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- E. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- F. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this

Agreement.

- G. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.


#### IV. TERM AND TERMINATION OF AGREEMENT

- A. THE TERM of this Agreement shall be effective January 15, 2018 and shall continue in full force and effect through January 14, 2021. This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.
- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

#### SIGNATURES:

FIELDWORK SITE:

Signature:



Name:

Susan Salucci

Title:

Assistant Superintendent, Human Resources

Date:

1/17/2018

UNIVERSITY:

Signature:

Name:

Phillip L. Doolittle

Title:

Executive Vice Chancellor of Finance and Administration and Chief Financial Officer

Date:

Signature:



Name:

Dr. Christine Zeppos

Title:

Dean, School of Education

Date:

**Appendix A**  
**Definition of Internship**

- A. "INTERN" is defined according to the COMMISSION as a person who is enrolled in a COMMISSION-approved internship program and is serving with an Internship Credential issued upon the recommendation of the UNIVERSITY.
- B. INTERNS shall not displace certificated FIELDWORK SITE employees. FIELDWORK SITE further agrees to provide written certification that no person with the appropriate credential, background and qualifications is interested and/or available in the position that is the subject matter of this Agreement.
- C. The internship may continue for a period of up to two years and the credential may be renewed upon a showing of good cause.
- D. The internship program is being implemented in order to provide the INTERN with an opportunity to gain field experience on a paid basis. In the event that the internship is being developed to meet an employment shortage, FIELDWORK SITE agrees to provide a statement regarding the availability of qualified, certificated individuals holding the appropriate credential.
- E. The Internship Credential is issued for service only in the FIELDWORK SITE District and the UNIVERSITY shall notify the COMMISSION of the FIELDWORK SITE'S participation.

**Appendix B**  
**Specific Supervision Requirements for Each Program**

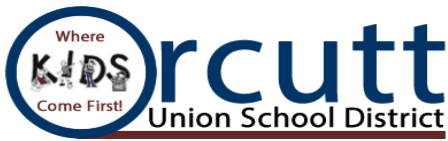
**School Counseling Fieldwork:**

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school counselor with at least two years of professional experience.
- B. Provide opportunities for students to gain a broad range of experiences, including experiences in:
  - a. Personal and career assessments
  - b. Personal counseling experience in either an individual or group context
  - c. Experience in School-based programs serving parents and family members
  - d. Observing classroom instruction
  - e. Attending district and school based meetings
  - f. Mapping school-based community resources
  - g. The candidate is to perform, under supervision, the functions of school counselors in school counseling domains.
  - h. Participating in professional development activities.
  - i. Participating in individual or group supervision.
  - j. Learning about and using technology and information systems.
  - k. Learning about Individual differences and student diversity.
- C. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including, (a) middle school or junior high, and (b) high school.
- D. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school counselor who has at least two years experience in school counseling to serve as the primary supervisor. The student may also work with other experienced school counselors for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- E. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- F. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.
- G. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.
- I. **Specific Supervision Requirements School Psychology Fieldwork:**
  - A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school psychologist with at least two years of professional experience.
  - B. Provide experiences with a diverse student population.

- C. Provide experiences with a variety of educational programs.
- D. Provide opportunities for students to gain a broad range of experiences, including experiences in:
  - a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
  - b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
  - c. Developing, implementing and evaluating academic and behavioral interventions.
  - d. Providing counseling and other mental health interventions.
  - e. Home, school, community collaboration: working with parents and community members.
  - f. Learning about, helping develop, or evaluating policy, practices and programs.
  - g. Participating in professional development activities.
  - h. Participating in individual or group supervision.
  - i. Learning about and using technology and information systems.
  - j. Learning about Individual differences and student diversity.
- E. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
- F. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least two years experience in School Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- G. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- H. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluations of the student's performance near the end of each university session.
- I. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

**School Administration Fieldwork:**

- A. The FIELDWORK SITE shall provide student with individual and/or small group supervision from an experienced school administrator.
- B. The FIELDWORK SITE shall provide student with experiences with a diverse student population.
- C. The FIELDWORK SITE shall provide student with experiences with a variety of educational programs.
- D. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual and/or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- E. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university semester.
- F. The FIELDWORK SITE shall ensure that the student will be treated by the FIELDWORK SITE as part of the professional staff and is provided a supportive work environment and adequate supplies. In addition, it shall see that the INTERN is encouraged to participate in district or county committees and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.



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

**BOARD OF TRUSTEES**

ROB BUCHANAN  
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*District Superintendent*  
WALTER CON  
*Assistant Superintendent*  
HOLLY EDDS, Ed.D.  
*Assistant Superintendent*  
SUSAN SALUCCI  
*Assistant Superintendent*  
KIRBY FELL  
*Chief Technology Officer*

TO: Board of Trustees  
Dr. Deborah Blow, Superintendent

FROM: Susan Salucci, Assistant Superintendent/Human Resources

BOARD MEETING DATE: February 14, 2018

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

BACKGROUND: This is a four year renewal of Dr. Edd’s contract

FINANCIAL CONSIDERATIONS: The Assistant Superintendent, Educational Services salary will be \$141,106.00 per year.

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