

ORCUTT UNION SCHOOL DISTRICT
Regular Meeting of the Board of Trustees
Wednesday, April 11, 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.
6. Conference with Legal Counsel: Anticipated Litigation
Pursuant to California Government Code section 54956.9(d)(2)

RECONVENE TO PUBLIC SESSION 7:15 P.M.

B. Public Report on Action Taken in Closed Session

C. Adoption of April 11, 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. Lakeview – School Presentation
2. OCAF
3. Teacher on Special Assignment (TOSA) presentation
4. District Play – “The King & I”

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. Hiring of Additional Coaches for the 2017-18 School Year
- D. Approval of Warrants
- E. Minutes, Regular Meeting, March 14, 2018
- F. Minutes, Special Board Meeting, March 21, 2018
- G. Williams/Valenzuela Uniform Complaints Quarterly Report
- H. Interdistrict Attendance Agreement with Los Olivos Elementary School District
- I. Board Policy 6145.5, Student Organizations and Equal Access, for second reading
- J. Board Policy 6174, Education for English Language Learners, for second reading
- K. Board Policy 4030, Nondiscrimination in Employment, for second reading
- L. Board Policy 4119.11, Sexual Harassment, for second reading

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

Moved _____

Second _____

Vote _____

ITEMS SCHEDULED FOR ACTION

A. GENERAL

1. Acceptance of Gifts

Olga Reed Elementary School received the following donations:

- \$91 from Mr. Bradley, Mrs. Debra Vidro and Mr. Kam Jacoby, funds will be used to purchase a new tennis court net
- 560 books from Pacific Christian School, for the Los Alamos Library
- \$500 from Jaguar Farm Labor Contracting, for water filtration system
- \$50 from Santa Maria Tax & Bookkeeping Services, for water filtration system
- \$1100 for classroom supplies/services, \$500 for school playground equipment, \$3,000 to offset costs for Accelerated Reader, and \$1,000 to offset garden costs and instruction, all from Olga Reed PTSA

Pine Grove Elementary

- Pine Grove Elementary received a new Electronic Marquee, valued at \$10,322, from the Pine Grove PTSA.

It is recommended that the Board of Trustees accept these gifts and request that a letter of acceptance and appreciation be forwarded to Mr. Bradley, Mrs. Debra Vidro, Mr. Kam Jacoby, Pacific Christian School, Jaguar Farm Labor Contracting, Inc., Santa Maria Tax & Bookkeeping Services, Olga Reed PTSA and Pine Grove PTSA.

Moved _____

Second _____

Vote _____

B. BUSINESS SERVICES

PUBLIC HEARING – Energy Efficiency and Conservation

1. Public Hearing to Receive Public Input on Energy Efficiency and Conservation Services Contract with Indoor Environmental Services Pursuant To Govt. Code §4217.10, Et Seq., and Make Findings to Determine Best Interest of District Required by Govt. Code §4217.12 and Proposition 39

The Governing Board will hold a public hearing to consider facts and testimony to determine whether entering into an energy conservation services contract with Indoor Environmental Services for the design and construction of energy efficiency measures (“Energy Conservation Services Contract”) is in the best interest of the District.

Public notice of this hearing was given at least two (2) weeks prior to the date of this hearing.

The public is invited to address the Board and present information regarding the District intent to enter into the Energy Conservation Services Contract.

Items Scheduled for Action

2. RESOLUTION NO. 15 Resolution Making Determinations and Adopting the Notice of Exemption Pursuant to California Code of Regulations, Title 14, Sections 15061 (b)(3) and 15062 Relating to a Project for Design/Build Energy Efficiency and Conservation Measures at nine school sites. District staff recommends that the Governing Board adopt the attached Resolution No.15 that makes certain determinations and adopts the Notice of Exemption relating to design, installation, and commissioning of energy efficiency and conservation measures at nine District sites.

It is recommended that the Board of Trustees adopt the attached Resolution No.15 that makes certain determinations and adopts the Notice of Exemption relating to design, installation, and commissioning of energy efficiency and conservation measures at nine District sites, as submitted

Moved _____ Second _____ Vote _____

3. RESOLUTION NO. 16. Resolution for Approval of Energy Efficiency Design/Build Services with Indoor Environmental Services. The Board is authorized to enter into the contracts pursuant to Government Code section 4217.10 et seq., for the performance of energy conservation measures. District staff and consultants have determined that entering into an Energy Conservation Services Contract with Indoor Environmental Services would be in the best interest of the District

It is recommended that the Board of Trustees adopt the attached Resolution No. 16 that makes findings required by Govt. Code §4217.10 et seq. and approves the Energy Conservation Services Contract with Indoor Environmental Services, as submitted.

Moved _____ Second _____ Vote _____

PUBLIC HEARING – AB1200 Public Disclosure

The public is invited to address the Board and present comments regarding the AB1200 Public Disclosure of proposed Collective Bargaining Agreement – California School Employees’ Association (Orcutt)

- 1. AB1200 Public Disclosure of proposed Collective Bargaining Agreement – California School Employees’ Association (Orcutt)

It is recommended that the Board of Trustees approve the AB1200 Disclosure of Proposed Collective Bargaining Agreement, California School Employees’ Association (Orcutt), as submitted.

Moved _____ Second _____ Vote _____

C. EDUCATIONAL SERVICES

- 1. Board Policy 6142.7, Physical Education and Activity

It is recommended that the Board of Trustees adopt Board Policy 6142.7, Physical Education and Activity, for first reading and that it is placed on the next Consent Agenda for second reading.

Moved _____ Second _____ Vote _____

- 2. Approval of Staff to Attend DIBELS Super Institute and Mentor Summit (Out of State Travel)

It is recommended that the Board of Trustees approve the travel request for Tammy Hart, Karen Cornwell, Cathy Lake, and Christy Callaghan to attend the DIBELS Super Institute and Mentor Summit in Las Vegas, NV, July 9-12, 2018, as submitted.

Moved _____ Second _____ Vote _____

D. HUMAN RESOURCES

- 1. Ratification of Agreement with California School Employees’ Association (CSEA) Orcutt

It is recommended that the Board of Trustees ratify the negotiated agreement with the California School Employees’ Association (CSEA) Orcutt, as submitted.

Moved _____ Second _____ Vote _____

2. Ratification of Agreement with Orcutt Union School District Confidential Employees

It is recommended that the Board of Trustees ratify the agreement with Orcutt Union School District Confidential Employees, as submitted.

Moved _____ Second _____ Vote _____

3. Ratification of Agreement with Orcutt Union School District Administrative and Management Employees

It is recommended that the Board of Trustees ratify the agreement with Orcutt Union School District Administrative and Management Employees, as submitted.

Moved _____ Second _____ Vote _____

3. 2017/2018 Resolution No. 13 Classified Lay-offs as a Result of Lack of Work and/or Lack of Funds –

It is recommended that the Board of Trustees approve the 2017/2018 Resolution No. 13. Classified Lay-offs as a Result of Lack of Work and/or Lack of Funds, as submitted.

Moved _____ Second _____ Vote _____

3. 2017/2018 Resolution No. 14, Classified Employees Week

It is recommended that the Board of Trustees approve the 2017/2018 Resolution No. 14, Classified Employees Week, as submitted.

Moved _____ Second _____ Vote _____

ITEMS SCHEDULED FOR INFORMATION/DISCUSSION

1. Items from the Board

GENERAL ANNOUNCEMENTS

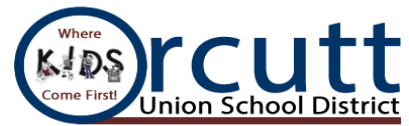
Unless otherwise noticed, the next regular board meeting is scheduled for Wednesday, May, 9, 2018, beginning with Closed Session beginning at 6:45 p.m., Public Session at 7:15 p.m. in the District Office Board Room, 500 Dyer Street, Orcutt, CA.

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.

April 11, 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	Patterson	Instructional Assistant I	11/2	3.5	\$14.88 per hour	3/22/2018	Change in site & voluntary reduction from IA I to II
Almaguer, Crystal	District	Instructional Assistant I & II, Substitute	11 & 12		\$13.36 & \$13.69 per hour	3/7/2018	Substitute
Barbosa, Elia	Patterson	Instructional Assistant I	11/1	3.5	\$14.17 per hour	3/26/2018	Permanent/Probationary
Benavidez, Rebecca	Patterson	Chef's Assistant	7/1	1.5	\$12.84 per hour	4/18 – 6/6/2018	Temporary – extra duty
Bryson, Ashly	Alice Shaw	Instructional Assistant II	12/1	3.5	\$14.53 per hour	4/20/2018	Resignation
Gordon Marquez, Susan	Pine Grove	Child Care Assistant	6/6	3.75	\$125.00 per month	5/1/2018	Longevity – 10 years
Hillje, Bridget	Alice Shaw	Child Care Assistant	6/6	3.75	\$15.99 per hour	3/27/2018	Resignation
Isvak, Danielle	Nightingale	Instructional Assistant II	12/5	3.75	\$17.66 per hour	3/18/2018	Resignation
Martinez-Mata, Mario	Operations	Utility Worker, Substitute (custodian)			\$15.89 per hour	3/21/2018	Substitute
McGeary, Becky	District	Instructional Assistant I & II, Substitute	11/6 12/6		\$18.09 & \$18.53 per hour	3/20/2018	Substitute
Olson, Audrey	Nightingale	Child Nutrition Worker	7/6	3.75	\$16.39 per hour	3/12/2018	Voluntary change in position
Olvera, Kristen	Nightingale	Instructional Assistant II	12/2	3.5	\$15.25 per hour	4/6/2018	Resignation
Parker, Jolene	Dunlap	Instructional Assistant				4/1/ - 4/27/2018	Unpaid leave of absence
Potter, Robert	Maintenance	Maintenance Craftsperson	26/6	8	\$4,558 per month	4/1/2018	Resignation
Presnell, Amy	Orcutt	Instructional Assistant II	12/4	3.75	\$16.81 per hour	2/26/2018	Reinstate
Ramos, Irene	District	Community Liaison	14/1	6.0	\$25.00 per month	3/7/2018	Phone stipend
Rowe, Sky	Central Kitchen	Child Nutrition Transport Worker	11/1	4.5	\$14.17 per hour	3/8/2018	Permanent/Probationary

April 11, 2018



TO: Deborah Blow, Ed.D.

SUBMITTED BY: Susan Salucci, Assistant Superintendent/Human Resources

A handwritten signature in black ink, appearing to read "S. Salucci", is positioned to the right of the "SUBMITTED BY" line.

SUBJECT: Recommendations for Board Approval

Name	Site/Dept.	Classification	Step/ Range	Hours	Rate of Pay	Effective	Action/Information
Singh, Amita	Patterson	Child Care Assistant	6/6	3.75	\$125.00 per month	8/1/2018	Longevity – 10 years
Welch, Valerie	Patterson	Media Specialist	14/6	7.0	\$19.48 per hour	6/30/2018	Request Early Retirement Program

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 April 11, 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>
Brandt, Micaela	Patterson	V-20	\$88,847*	2018-19	Job Share, 50%
Brickey, Patrick	Lakeview	Extra Duty	\$40/hr	2/5-2/26/18	Homework Club, 4 hrs
Brown, Lindsay	Nightingale	III-7	\$58,905*	2018-19	Job Share, 50%
Burch, Dawn Ann	Orcutt	V-20	\$88,847	6/13/18	Request to Participate in Early Retirement Program
Cleveland, Paul	Lakeview	Extra Duty	\$40/hr	2/1-2/28/18	Sysop, 5 hrs
Cremeans, Emily	Patterson	VI-8	\$69,972	2018-19	Prob 2
Cutler, Elizabeth	Lakeview	Extra Duty	\$40/hr \$50/ea	2/7-2/28/18 2/20-2/28/18	Intervention, 2 hrs Sports Supervisor, 2 games
Davis, Mary	Lakeview	VI-20	\$94,481	6/13/18	Request to Participate in Early Retirement Program
Elkin, Miranda	Shaw	V-3	\$56,625	2018-19	Prob 2
Falero, Robert	Orcutt	Extra Duty V-20	\$40/hr \$88,847	2/9/18 6/13/18	Worked Prep, 1 hr Request to Participate in Early Retirement Program
Felix, Danielle	Patterson	Extra Duty	\$40/hr	2/20/18	IEP, 1 hr
Garza, Linda	Shaw	Daily	\$286.53	6/13/18	Released, Long Term Sub Assign
Golden, Cassandra	Dunlap	IV-1	\$50,614*	1/8-6/13/18	Long Term Sub
Grennan-Slider, Julie	Nightingale	Extra Duty	\$40/hr	2/8-2/27/18	Academic Intervention, 6 hrs
Hart, Debra	Olga Reed	VI-20	\$94,481	6/13/18	Request to Participate in Early Retirement Program

*To be prorated

<i>NAME</i>	<i>SCHOOL</i>	<i>CLASS/STEP</i>	<i>SALARY</i>	<i>EFFECTIVE DATE</i>	<i>ACTION INFORMATION</i>
Hinden, Susan	Patterson	Extra Duty	\$40/hr	2/13-2/22/8	IEP, 1.5 hrs
Hoffman, James	Pine Grove	VI-20	\$94,481	6/13/18	Request to Participate in Early Retirement Program
Hoffman, Kathleen	Shaw	V-20	\$88,847	6/13/18	Request to Participate in Early Retirement Program
Hotchkiss, Molly	Patterson	Extra Duty	\$47.10/hr	2/13-2/20/18	IEP, 2 hrs
Jackson, Kacie	Orcutt	Extra Duty	\$40/hr	2/28/18	Sysop, 2.5 hrs
Jackson, Nicole	Shaw	IV-5	\$57,754*	2018-19	Job Share, 50%
King, Connie	District	Hourly	\$25	1/27-2/14/18	ELPAC, 20 hrs
Kirby, Jeff	Orcutt	Extra Duty	\$40/hr	1/18-2/27/18	Homework Club, 8 hrs
Krausse, Sheila	District	Hourly	\$25	2/5-2/28/18	ELPAC, 76.5 hrs
Mahoney, Gloria	Patterson	V-17	\$84,813*	2018-19	Job Share, 50%
Manfredi, Patricia	Lakeview	Extra Duty	\$40/hr	2/7-2/28/18	Homework Club, 7 hrs
McGarity, Susan	Pine Grove / Olga Reed	Extra Duty	\$120 \$40/hr	9/11-9/29/18 1/10/18 2/1-2/27/18	Correction in pay OCAF Event, 4 hrs Before/After School Band, 13 hrs
Monahan, Stefanie	District	Extra Duty	\$40/hr	2/14-2/28/18	Home & Hospital, 7 hrs
Moreno, Saul	Olga Reed	IV-3	\$54,065	2018-19	Prob 2
Musumeci, Tracie	Dunlap Nightingale	VI-20 Extra Duty	\$94,481 \$47.10/hr	6/13/18 2/26/18 2/6-2/27/18	Requests to Participate in Early Retirement Program IEP, 1.5 hrs IEP, 1.25 hrs
Prachar, Matthew	Shaw / Dunlap	Extra Duty	\$40/hr	1/10/18	OCAF Event, 4 hrs
Rapson, Dave	Orcutt	Extra Duty VI-20	\$40/hr \$94,481	12/28/18 6/13/18	Articulation, 2 hrs Requests to Participate in Early Retirement Program
Rianda, Terry	District	Extra Duty	\$40/hr	1/8-2/2/18	Home & Hospital, 18 hrs
Rohr, Shelli	District	VI-20	\$94,481	6/13/18	Resignation
Sanders, Greg	Lakeview	Extra Duty	\$40/hr	2/1-2/22/18	Homework Club, 4 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>
Segura, Monique	Shaw	VI-20	\$94,481*	2018-19	Job Share, 50%
Smith, Timothy	Lakeview	Extra Duty	\$50/ea	2/7-2/22/18	Sports Supervisor, 2 games
Taber, Alena	Orcutt	Extra Duty	\$40/hr	2/5/18	Worked Prep, 1 hr
Thompson, Linda	Shaw	VI-20	\$94,481	06/13/18	Requests to Participate in Early Retirement Program
Torbert, Arlene	Patterson	Extra Duty	\$40/hr	2/20/18	IEP, 1 hr
Tummolo, Launi	Lakeview	Extra Duty V-20	\$40/hr \$88,847	2/7-2/28/18 2/2/18 6/12/18	Homework Club, 5 hrs Worked Prep, 1 hr Request to Participate in Early Retirement Program
Ungefug, Randy	Orcutt	VI-20	\$94,481	6/13/18	Request to Participate in Early Retirement Program
VanAllen, William	Lakeview	Extra Duty	\$40/hr	2/1-2/27/18	Detention, 8 hrs
Whitehair, Steven	Patterson	Extra Duty	\$47.10/hr	2/6/18	IEP, 1 hr
Whitley, Wendy	Patterson	Extra Duty	\$47.10/hr	2/22/18	IEP, .75 hr
Widle, Tiffany	Nightingale	VI-12	\$79,884*	2018-19	Job Share, 50%
Winkpleck, Lyn	Orcutt	Extra Duty	\$40/hr	2/1-2/27/18 2/26-2/28/18 2/8/18	Detention, 7 hrs Worked Prep, 3 hrs Intervention, 1 hr
Zucker, Anna	Orcutt	Extra Duty	\$40/hr	2/9/18	Worked Prep, 1 hr

*To be prorated

ORCUTT UNION SCHOOL DISTRICT

TO: Dr. Deborah Blow
District Superintendent

FROM: Susan Salucci
Assistant Superintendent of Human Resources

DATE: April 11, 2018

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

Unpaid Volunteer Assistant Coaches:

Orcutt Jr. High

Patrick Crowley

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

Warrants

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

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

**ORCUTT UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
March 14, 2018**

CALL TO ORDER

A regular meeting of the Board of Trustees of the Orcutt Union School District was held on Wednesday, March 14, 2018, beginning with Dr. Peterson calling Public Session to order at 6:45 p.m. The Pledge of Allegiance was led by Rob Buchanan: Members present: Buchanan, Peterson, Hatch, Phillips, and Morinini. Administrators present: Blow, Salucci, Con and Fell. Absent: Edds. It was moved by Lisa Morinini seconded by Liz Phillips and carried to adjourn to Closed Session at 6:46 p.m. Ayes: Buchanan, Peterson, Hatch, Phillips, and Morinini.

RECONVENE TO PUBLIC SESSION

The meeting reconvened to Public Session at 7:13 p.m. and Dr. Peterson reported that no action was taken in Closed Session. It was moved by Liz Phillips, seconded by Lisa Morinini and carried to adopt the March 14, 2018, agenda as presented. Ayes: Buchanan, Peterson, Hatch, Phillips, and Morinini.

SUPERINTENDENT'S REPORT

Dr. Blow gave the OCAF report. LeeAnn Luongo was appointed as the new Director of OCAF. The Gala was a success. Their goal was \$20,000, to be used for the Fund a Future programs. They surpassed that amount, and the net proceeds exceeded \$50,000. Jenee Severance introduced three special education teachers. Ms. Miller, Ms. Padilla and Ms. McDonald. They each brought one student from their classes. The students shared with the board how much their garden project means to them. Ms. McDonald shared a short video.

PUBLIC COMMENT

Pat Brickey, a teacher at Lakeview JHS, urged the board to approve the OEA agreement. Mr. Brickey also brought in a copy of Ms. Davis's Home Economic Cookbook. Ms. Davis has been with the district for 31 years and has done an amazing job with her students. Mr. Brickey also mentioned the need for more counseling at the school sites. OEA President Monique Segura also asked the board to approve the OEA agreement. Ms. Debra Rivera commented on the National School Walk-Out.

CONSENT AGENDA ITEMS

- A. Classified Personnel Action Report
- B. Certificated Personnel Action Report
- C. Approval of Warrants
- D. Minutes, Regular Meeting, February 14, 2018
- E. Board Policy 1312.3 Uniform Complaint Procedures, for second reading
- F. Board Policy 5113.1, Chronic Absence and Truancy, for second reading
- G. Board Policy 5117, Interdistrict Attendance, for second reading
- H. Board Policy 5144.1, Suspension and Expulsion/Due Process, for second reading
- I. Board Policy 5144, Discipline, for second reading
- J. Board Policy 6146.1, High School Graduation Requirements, for second reading
- K. Board Policy 6153, School Sponsored Trips
- L. Board Policy 6170.1, Transitional Kindergarten

It was moved by Liz Phillips, seconded by Bob Hatch and carried to approve Consent Agenda Items A through L, as submitted with Item E, Board Policy 1312.3, Uniform Complaint Procedures being moved to the agenda for approval. Ayes: Buchanan, Peterson, Hatch, Phillips, and Morinini.

ACTION AGENDA ITEMS

Acceptance of Gift

It was moved by Liz Phillips, seconded by Lisa Morinini, and carried to approve the \$621.66 donation and that a letter of acceptance and appreciation be forwarded to Orchard Supply Hardware. Ayes: Buchanan, Hatch, Peterson, Phillips, and Morinini.

Orcutt Junior High School, Disney Resort YES Trip

It was moved by Lisa Morinini, seconded by Bob Hatch, and carried to approve the Orcutt Junior High School, Disney Resort YES Trip, as submitted. Ayes: Buchanan, Peterson, Hatch, Phillips, and Morinini.

CSBA Delegate Assembly Election

It was moved by Liz Phillips, seconded by Rob Buchanan, and carried to approve CSBA Delegate Assembly Election, Subregion 11-1, a nomination for Jack Garvin, incumbent, as submitted. Ayes: Buchanan, Peterson, Hatch, Phillips, and Morinini.

Resolution #12 RESOLUTION OF THE BOARD OF TRUSTEES OF THE ORCUTT UNION SCHOOL DISTRICT, SANTA BARBARA COUNTY, CALIFORNIA, AUTHORIZING THE ISSUANCE OF ORCUTT UNION SCHOOL DISTRICT (SANTA BARBARA COUNTY, CALIFORNIA) ELECTION OF 2016 GENERAL OBLIGATION BONDS SERIES A, AND ACTIONS RELATED THERETO

It was moved by Liz Phillips, seconded by Lisa Morinini, and carried to adopt Resolution #12, Resolution of the Board of Trustees of the Orcutt Union School District, Santa Barbara County, California, Authorizing the Issuance of Orcutt Union School District (Santa Barbara County, California) Election of 2016 General Obligation Bonds Series A, and Action Related Thereto, as submitted. Ayes: Buchanan, Peterson, Hatch, Phillips, and Morinini.

AB1200 Public Disclosure of proposed Collective Bargaining Agreement – Orcutt Educators Association

Public Hearing was opened and noted that there was no public comment. It was moved by Lisa Morinini, seconded by Bob Hatch, and carried to approve the AB1200 Public Disclosure of proposed Collective Bargaining Agreement – Orcutt Educators Association (OEA), as submitted. Ayes: Buchanan, Peterson, Hatch, Phillips, and Morinini.

OUSD Second Interim Report 2017/2018

It was moved by Liz Phillips, seconded by Bob Hatch, and carried to approve the OUSD Second Interim Report 2017/2018 as submitted. Ayes: Buchanan, Peterson, Hatch, Phillips, and Morinini.

Campus Connection Fee Increase

It was moved by Bob Hatch, seconded by Liz Phillips and carried to approve the Campus Connection Fee Increase, as submitted. Ayes: Buchanan, Hatch, Peterson, Phillips, and Morinini.

Other Post-Employment Benefits Valuation Contract (GASB 45 AND GASB 74/75)

It was moved by Lisa Morinini, seconded by Liz Phillips and carried to approve the Other Post-Employment Benefits Valuation Contract (GASB 45 and GASB 74/75), as submitted. Ayes: Buchanan, Hatch, Peterson, Phillips, and Morinini.

Child Nutrition Spend Down Plan (Fund 13)

It was moved by Bob Hatch, seconded by Liz Phillips and carried to approve the Child Nutrition Spend Down Plan (Fund 13), as submitted. Ayes: Buchanan, Hatch, Peterson, Phillips, and Morinini.

Board Policy 6145.5, Student Organizations and Equal Access

It was moved by Liz Phillips, seconded by Lisa Morinini and carried to approve Board Policy 6145.5, Student Organizations and Equal Access for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Buchanan, Hatch, Peterson, Phillips, and Morinini.

Board Policy 6174 Education for English Language Learners

It was moved by Lisa Morinini, seconded by Bob Hatch 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, Phillips, and Morinini.

Safe School Plans

It was moved by Liz Phillips, seconded by Lisa Morinini and carried to approve the Safe School Plans for nine school sites, as submitted. Ayes: Buchanan, Hatch, Peterson, Phillips, and Morinini.

Ratification of Agreement with Orcutt Educators Association (OEA)

It was moved by Bob Hatch, seconded by Lisa Morinini and carried to approve the Ratification of Agreement with Orcutt Educators Association (OEA), as submitted. Ayes: Buchanan, Hatch, Peterson, and Morinini, No: Phillips

2018-2019, 2019-2020 School Calendars

It was moved by Lisa Morinini, seconded by Bob Hatch and carried to approve the 2018-2019 and 2019-2020 School Calendars, as submitted. Ayes: Buchanan, Hatch, Peterson, Phillips, and Morinini. Dr. Peterson thanked the calendar committee and said it is nice to know all the school districts in Santa Maria are on the same calendar schedule.

Board Policy 4030, Nondiscrimination in Employment

It was moved by Liz Phillips, seconded by Bob Hatch and carried to approve Board Policy 4030, Nondiscrimination in Employment for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Buchanan, Hatch, Peterson, Phillips, and Morinini.

Board Policy 4119.11, Sexual Harassment

It was moved by Lisa Morinini, seconded by Liz Phillips and carried to approve Board Policy 4119.11, Sexual Harassment for the first reading and that it be placed on the next Consent Agenda for the second reading. Ayes: Buchanan, Hatch, Peterson, Phillips, and Morinini

E-Rate RFO for Wireless Access Points and UPS Systems

It was moved by Liz Phillips, seconded by Lisa Morinini and carried to approve the E-Rate RFO for Wireless Access Points and UPS Systems, as submitted. Ayes: Buchanan, Peterson, Hatch, Phillips, and Morinini.

ITEMS FROM THE BOARD

Rob Buchanan and Bob Hatch visited Patterson Road School on Thursday, March 8, 2018. They participated in a school lockdown drill. The drill went smooth, and there are a lot of good things happening at Patterson. Dr. Peterson and Dr. Blow attended the Quarterly Schools Meeting at Alan Hancock College on Wednesday, March 14th. They mentioned the forty-three new classrooms going in at Righetti High School. There is a new solar project in the works at Santa Maria Joint Union High School District. Dr. Blow will get more information on the solar project.

GENERAL ANNOUNCEMENTS

Unless otherwise noticed, the next regular board meeting is scheduled for Wednesday, April 11, 2018, with Closed Session beginning at 6:45 p.m. followed by Public Session at 7:15 p.m. in the District Office Board Room, 500 Dyer Street, Orcutt, CA.

ADJOURN

It was moved by Bob Hatch, seconded by Lisa Morinini and carried to adjourn the meeting at 8:29 p.m.

Deborah L. Blow, Ed.D. Board Secretary

Lisa Morinini, Clerk, Board of Trustees

**ORCUTT UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
SPECIAL BOARD MEETING
March 21, 2018**

CALL TO ORDER

A special meeting of the Board of Trustees of the Orcutt Union School District was held on Wednesday, March 21, 2018, beginning with Jim Peterson calling Public Session to order at 12:30 p.m. Bob Hatch led the Pledge of Allegiance. Members Present: Peterson, Hatch, and Buchanan. Absent: Morinini and Phillips. Administrators present: Blow, Con and Salucci. Absent: Edds and Fell.

It was moved by Bob Hatch, seconded by Rob Buchanan and carried to adopt the March 21, 2018 agenda, as presented. Ayes: Hatch, Peterson, and Buchanan

ADJOURN TO CLOSES SESSION

It was moved by Rob Buchanan, seconded by Bob Hatch and carried to adjourn to Closed Session at 12:31 p.m. Ayes: Hatch, Peterson, and Buchanan.

RECONVENE AND ADJOURN

The meeting reconvened to Public Session at 12:43 p.m. and Jim Peterson reported that in closed session the board unanimously voted to reject the claim presented. It was moved by Bob Hatch, seconded by Rob Buchanan and carried to adjourn the meeting at 12:45 p.m.

Deborah Blow, Ed.D., Board Secretary

Lisa Morinini, Clerk, Board of Trustees

Quarterly Report
on
Williams/Valenzuela Uniform Complaints
[Education Code § 35186]
2017

District: Orcutt Union School District

Name of person completing this form: Alice Salazar

Title of person completing this form: Administrative Assistant, Superintendent

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

November 8, 2017

Quarterly report submission date (check one):

April (Jan.—March)

July (April—June)

October (July—Sept.)

January (Oct.—Dec.)

General Subject Area	Total no. of complaints	No. of complaints resolved	No. of complaints unresolved
Textbooks and instructional materials	0		
Teacher vacancy or misassignment	0		
Facilities conditions	0		
Valenzuela/CAHSEE intensive instruction and services	0		
TOTALS	0	0	0

Deborah L. Blow
Signature of district superintendent

10/19/17
Date



March 14, 2018

Dear Superintendent,

The Los Olivos School Board of Trustees approved interdistrict agreements with surrounding schools at its March 12, 2018 meeting. Attached is the agreement with your district for the coming 2018-19 school year.

Please sign and return the enclosed agreement once approved by your board.

Best regards,

A handwritten signature in blue ink that reads "Catherine Garley".

Catherine Garley
Administrative Assistant
cgarley.losolivos@gmail.com



Interdistrict Attendance Agreement

1. **Parties.** The parties to this interdistrict attendance agreement (hereinafter referred to as the Agreement) are the Governing Boards of Orcutt Union School District and Los Olivos Elementary School District.

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

3. **Stipulations.**
 - **Between ORCUTT and LOS OLIVOS**
During the time period of this agreement, Los Olivos Elementary School District agrees not to accept any new transfer students from Orcutt other than the children of LOESD employees and the siblings of students currently

attending on interdistrict transfer agreements. Orcutt Union School District agrees to a very limited release of students as follows:

- Transfer students returning to Los Olivos Elementary
- Siblings of those student named above, and
- Children of LOESD employees.

4. **Term.** This agreement is effective only for the period July 1, 2018, through June 30, 2019.

IN WITNESS WHEREOF the parties to this agreement have caused the agreement to be signed on their behalf by the Superintendent of each school district.

FOR ORCUTT UNION SCHOOL DISTRICT

By: _____
Deborah Blow, Superintendent

Date: _____

FOR LOS OLIVOS ELEMENTARY SCHOOL DISTRICT

By:  _____
Bridget Baublits, Superintendent

Date: 3/13/18



ORCUTT UNION SCHOOL DISTRICT
REQUEST FOR ACCEPTANCE OF GIFT

SCHOOL: Olga Reed School Date: 3-7-18

DONOR: Name: Mr. Bradley and Mrs. Debra Vidro
Address: PO Box 969, Los Alamos, CA 93440
Phone No.:

GIFT: Item Donated or Cash Donation \$ 91.00
Designated for: Purchase of a tennis court net
General Description:
Model No.: Condition: [X] New [X] Used
Value (estimated):
Purpose of Gift:
Will gift be purchased through Business Services Office? [] Yes [] No
Donor Conditions of Acceptance:

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

- A. Will gift require installation? [] Yes [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): Kathleen Stevenson
Acceptance Approved By (Administrator):
RECOMMENDATIONS: Principal or District Representative

BOARD ACTION: Date Accepted: Date Denied:

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



ORCUTT UNION SCHOOL DISTRICT REQUEST FOR ACCEPTANCE OF GIFT

SCHOOL: Olga Reed School Date: 3-7-18

DONOR: Name: Mr. Kam Jacoby
Address: PO Box 1046, Los Alamos, CA 93440
Phone No. _____

GIFT: Item Donated _____ or Cash Donation \$ 91.00
(Fill in if money is donated)
Designated for: Purchase of a tennis court net
General Description: _____
Model No.: _____ Condition: New Used
Value (estimated): _____
Purpose of Gift: _____
Will gift be purchased through Business Services Office? Yes No
Donor Conditions of Acceptance: _____

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

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

Acceptance Requested By (OUSD Staff Member): Kathleen Stevenson
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.)



ORCUTT UNION SCHOOL DISTRICT
REQUEST FOR ACCEPTANCE OF GIFT

SCHOOL: Olga Reed School Date: 3-7-18

DONOR: Name: Pacific Christian School
Address: 3435 Santa Maria Way, Santa Maria, CA 93455
Phone No. 805-934-1253

GIFT: Item Donated 560 Books or Cash Donation \$
Designated for: Library
General Description: The students of Pacific Christian held a book drive to benefit the Olga Reed Library
Model No.: Condition: [X] New [X] Used
Value (estimated):
Purpose of Gift: It was a service project for Pacific Christian students.
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): Kathleen Stevenson
Acceptance Approved By (Administrator):
RECOMMENDATIONS: Principal or District Representative

BOARD ACTION: Date Accepted: Date Denied:

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



ORCUTT UNION SCHOOL DISTRICT
REQUEST FOR ACCEPTANCE OF GIFT

SCHOOL: Olga Reed School Date: 3-15-18

DONOR: Name: Jaguar Farm Labor Contracting, Inc. (Joe Garcia)
Address: PO Box 1870, Delano, CA 93216
Phone No. 661-792-9300

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

Designated for: New Water Filtration System at Olga Reed

General Description:

Model No.: Condition: [X] New [X] Used

Value (estimated):

Purpose of Gift: offset the cost of a new water filtration system

Will gift be purchased through Business Services Office? [X] Yes [] No

Donor Conditions of Acceptance:

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

A. Will gift require installation? [] Yes [] No

B. What type of installation is required?

C. Will donor pay installation costs? [] Yes [] No

D. Will there be operating costs? [] Yes [] No
If yes, what type?

Acceptance Requested By (OUSD Staff Member):

Acceptance Approved By (Administrator):

RECOMMENDATIONS: Principal or District Representative

BOARD ACTION: Date Accepted: Date Denied:

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



ORCUTT UNION SCHOOL DISTRICT

REQUEST FOR ACCEPTANCE OF GIFT


SCHOOL: Olga Reed School Date: 3-15-18

DONOR: Name: Santa Maria Tax & Bookkeeping Services % Micaela Pance
Address: 224 W. Main St., Santa Maria, CA 93458
Phone No. (805) 349-0660

GIFT: Item Donated _____ or Cash Donation \$ 50.00
(Fill in if money is donated)
Designated for: New Water Filtration System at Olga Reed
General Description: _____
Model No.: _____ Condition: New Used
Value (estimated): _____
Purpose of Gift: Offset the cost of a new water filtration system
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?
If yes, what type? Yes No

Acceptance Requested By (OUSD Staff Member): 
Acceptance Approved By (Administrator): _____
RECOMMENDATIONS: Principal or District Representative _____

BOARD ACTION: Date Accepted: _____ Date Denied: _____

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



ORCUTT UNION SCHOOL DISTRICT
REQUEST FOR ACCEPTANCE OF GIFT

SCHOOL: Olga Reed Date:

DONOR: Name: Olga Reed PTSA
Address: 480 Centennial St. Los Alamos, CA 93440
Phone No. (805) 344-2401

GIFT: Item Donated or Cash Donation \$ 1100.00
Designated for: Classroom Donation
General Description:
Model No.: Condition: [X] New [X] Used
Value (estimated):
Purpose of Gift: To purchase classroom supplies or services.
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 [X] 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): [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.)



ORCUTT UNION SCHOOL DISTRICT
REQUEST FOR ACCEPTANCE OF GIFT

SCHOOL: Olga Reed Date: 3-23-18

DONOR: Name: Olga Reed PTSA
Address: 480 Centennial St. Los Alamos, CA 93440
Phone No. (805) 344-2401

GIFT: Item Donated _____ or Cash Donation \$ 500.00
(Fill in if money is donated)
Designated for: School playground equipment
General Description: _____
Model No.: _____ Condition: New Used
Value (estimated): _____
Purpose of Gift: To purchase needed playground equipment
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?
If yes, what type? _____

Acceptance Requested By (OUSD Staff Member): Kathleen Stevenson
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.)



ORCUTT UNION SCHOOL DISTRICT
REQUEST FOR ACCEPTANCE OF GIFT

SCHOOL: Olga Reed Date:

DONOR: Name: Olga Reed School PTSA
Address: 480 Centennial St. Los Alamos, CA 93440
Phone No. (805) 344-2401

GIFT: Item Donated or Cash Donation \$ 3000.00
Designated for: Offset the cost of Accelerated Reader
General Description:
Model No.: Condition: [X] New [X] Used
Value (estimated):
Purpose of Gift: To offset the cost of Accelerated Reader
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 [X] No
B. What type of installation is required?
C. Will donor pay installation costs? [] Yes [] No
D. Will there be operating costs? [] Yes [] No
If yes, what type?

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

BOARD ACTION: Date Accepted: Date Denied:

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



ORCUTT UNION SCHOOL DISTRICT
REQUEST FOR ACCEPTANCE OF GIFT

SCHOOL: Olga Reed Date:

DONOR: Name: Olga Reed PTSA
Address: 480 Centennial Street, Los Alamos, CA 93440
Phone No. (805) 344-2401

GIFT: Item Donated or Cash Donation \$ 1000.00
Designated for: School Garden
General Description:
Model No.: Condition: [X] New [X] Used
Value (estimated):
Purpose of Gift: To offset the cost of running the school garden including instruction.
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 [X] No
B. What type of installation is required?
C. Will donor pay installation costs? [] Yes [] No
D. Will there be operating costs? [] Yes [] No
If yes, what type?

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

BOARD ACTION: Date Accepted: Date Denied:

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



ORCUTT UNION SCHOOL DISTRICT
REQUEST FOR ACCEPTANCE OF GIFT

SCHOOL: Pine Grove Date: 3/28/18

DONOR: Name: Pine Grove PTA
Address: 1050 Rice Ranch Rd
Phone No. 805-264-2082 (April Smith - president)

GIFT: Item Donated Electronic Marquee or Cash Donation \$
Designated for: Front of school display
General Description: 2'6"x8' single sid TekStar w/ 24X112 Full Color LED Display
Model No.: 2'6"x8' single sid TekStar Condition: [X] New [] Used
Value (estimated): \$10,322.00
Purpose of Gift: Replace existing school marquee
Will gift be purchased through Business Services Office? [] Yes [X] No
Donor Conditions of Acceptance: Existing marquee will be removed and new marquee installed.

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? Electrical and data lines (see attached for details) Smith Electric has agreed to install as a donation.
C. Will donor pay installation costs? [X] Yes [] No
D. Will there be operating costs? [X] Yes [] No
If yes, what type? Added electrical cost to school. PTA will budget money each year first 3 years for bulb replacement.

Acceptance Requested By (OUSD Staff Member):
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.)

Pine Grove PTA
1050 Rice Ranch Road
Santa Maria, CA 93455

March 28, 2018

OUSD School Board
500 Dyer Street
Orcutt, CA 9345

Dear Board Members:

The Pine Grove PTA would like your approval on the purchase and installation of a new digital marquee to replace the existing marquee at the corner of Bradley and Rice Ranch Road. We have spent the past two years raising the funds (separate from our normal fundraisers) in the hopes of replacing the marquee before the end of the 2018/19 school year. Our efforts have exceeded our projections and are in a position to purchase the marquee at this time.

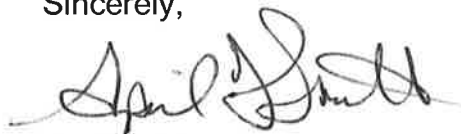
Mike Brannon, President of Smith Electric, has offered to do the installation, to include laying the electrical and data lines, at his own expense. He is ready to move on the installation upon receipt of the marquee.

Brad Gitchell had also been approached as the OUSD MOT Director. Brad has been helpful in letting us know what he would need to start the process on his end. He has not only been helpful but given us positive feedback, which has been greatly appreciated.

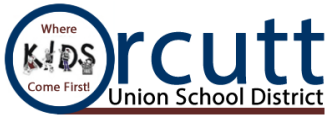
Included with the OUSD Request for Acceptance of Gift form, I have included all the information we have on the marquee as well as the e-mails that have been sent to Mike Brannon and Brad Gitchell. Denee Signorelli, principal at Pine Grove, has been supportive of our efforts and desire to provide Pine Grove with a safe and updated marquee. Since the marquee is wirelessly accessed, the office staff will have the ability to make changes quickly and efficiently rather than waiting for our Communications VP to physically change the sign.

We, the Pine Grove PTA Executive Board, appreciate your willingness to consider our request. If you have any questions or concerns that we can alleviate, please contact us at pinegrovepta1055@gmail.com or through April Smith at 805-264-2082.

Sincerely,



April Smith
President,
Pine Grove PTA
pinegrovepta1055@gmail.com
805-264-2082



BUSINESS SERVICES MEMORANDUM

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

FROM: Walter Con
Assistant Superintendent, Business Services

BOARD MEETING DATE: April 11, 2018

BOARD AGENDA ITEM: Resolution No. 15, Making Determinations and Adopting the Notice of Exemption Pursuant to California Code of Regulations, Title 14, Sections 15061 (b)(3) and 15062 Relating to a Project for Design/Build Energy Efficiency and Conservation Measures at nine school sites.

BACKGROUND: Guidelines for the California Environment Quality Act (“CEQA”), California Code of Regulations Title 14, Chapter 3 (“State CEQA Guidelines”), exempt certain projects from further CEQA evaluation. The Energy Conservation Measures Project is eligible for both the Class 1 Exemption and the Common Sense Exemption.

The Energy scope of work that will be done by Indoor Environmental Services has been determined as a project that is exempt from CEQA, the District is entitled to file a Notice of Exemption with the County Clerk pursuant to California Code of Regulations, Title 14, section 15062.

RECOMMENDATION: Staff recommends the Board of Trustees Adopt Resolution No. 15, Notice of Exemption, the California Environmental Quality Act (“CEQA”) as presented.

FUNDING: N/A

**RESOLUTION OF THE BOARD OF EDUCATION OF
ORCUTT UNION SCHOOL DISTRICT
RESOLUTION NO. 15**

**RESOLUTION MAKING DETERMINATIONS AND ADOPTING
NOTICE OF EXEMPTION PURSUANT TO
CALIFORNIA CODE OF REGULATIONS, TITLE 14, SECTIONS 15062 & 15061, subd. (b)(3)
RELATING TO
DESIGN, INSTALLATION, AND COMMISSIONING OF ENERGY CONSERVATION MEASURES**

WHEREAS, the California Environmental Quality Act (“CEQA”) requires a lead agency to consider the potential environmental effects of any project; and

WHEREAS, the Orcutt Union School District (“District”) desires to contract with Indoor Environmental Services, for the assessment, engineering, design, procurement, construction management, installation, construction, training, monitoring, and verification of energy efficiency and conservation measures (“Energy Conservation Measures Project”) to enable the conservation of thermal, electrical, or other energy at the following existing District sites:

	SCHOOL SITE NAME	ADDRESS
1.	Orcutt Union School District	500 Dyer Street, Orcutt, CA 93455
2.	Ralph Dunlap Elementary School	1220 Oak Knoll Road, Orcutt, CA 93455
3.	Joe Nightingale Elementary School	255 Winter Road, Santa Maria, CA 93455
4.	Alice Shaw Elementary School	758 Dahlia Place, Santa Maria, CA 93455
5.	Lakeview Junior High School	3700 Orcutt Road, Santa Maria, CA 93455
6.	Pine Grove Elementary School	1050 East Rice Ranch Road, Santa Maria, CA 93455
7.	Patterson Road Elementary	400 Patterson Road, Santa Maria, CA 93455
8.	Orcutt Academy Charter School K-8	480 Centennial Street, Los Alamos, CA 93440
9.	Orcutt Academy Charter High School	610 Pinal Street, Orcutt, CA 93455

(collectively “School Sites”)

WHEREAS, the guidelines for the California Environmental Quality Act (“CEQA”), California Code of Regulations Title 14, Chapter 3 (“State CEQA Guidelines”), exempt certain projects from further CEQA evaluation, including the following:

- Projects consisting of the minor alteration of existing public structures or facilities involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination (“Class 1 Exemption”; Cal. Code Regs., tit. 14, § 15301);
- Projects that facilitate activities that will increase energy efficiency and clean energy generation and as such, do not have the potential for causing a significant effect on the environment (“Common Sense Exemption”; Cal. Code Regs., tit. 14, § 15061, subd. (b)(3)); and

WHEREAS, the Energy Conservation Measures Project is eligible for both the Class 1 Exemption and the Common Sense Exemption; and

WHEREAS, upon determining that a project is exempt from CEQA, the District is entitled to file a Notice of Exemption with the County Clerk pursuant to California Code of Regulations, Title 14, section 15062; and

WHEREAS, the Notice of Exemption for the performance of the Energy Conservation Measures Project, attached hereto as **Attachment "1"**, shall be filed with the Santa Barbara County Clerk and shall be made available for public inspection; and

WHEREAS, the filing of the Notice of Exemption shall start a thirty-five (35) day statute of limitations period on legal challenges to the District's decision that the Energy Conservation Measures Project is exempt from CEQA;

NOW, THEREFORE, BE IT RESOLVED that:

1. The foregoing recitals are hereby adopted as true and correct.
2. The Board has reviewed and analyzed applicable exemptions and determined that the Energy Conservation Measures Project is categorically exempt from CEQA pursuant to California Code of Regulations, Title 14, sections 15301 and 15061, subd. (b)(3).
3. The Board adopts the Notice of Exemption, attached hereto as **Attachment "1"** and finds that the Energy Conservation Measures Project is exempt from CEQA review on the bases stated herein and in the Notice of Exemption.
4. The Superintendent or her designee is hereby directed to file the Notice of Exemption, attached hereto as **Attachment "1"** with the Santa Barbara County Clerk's Office.

PASSED AND ADOPTED by the Governing Board of Education of the Orcutt Union School District, this 11th day of April, 2018, by the following vote:

AYES: _____
NOES: _____
ABSTAINED: _____
ABSENT: _____

CERTIFICATION

I _____, Clerk of the Governing Board of Education of the Orcutt Union School District, hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted at a Regular Meeting of the Governing Board of the Orcutt Union School District held on this 11th day of April, 2018.

Clerk, Board of Education

Attachment:

Notice of Exemption**Appendix E**

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044
County Clerk
County of: Santa Barbara
1100 Anacapa Street
Santa Barbara, CA 93101

From: (Public Agency): Orcutt Union School District
500 Dyer Street
Orcutt, CA 93455
(Address)

Project Title: Energy Conservation and Efficiency Measures at Nine (9) School Sites

Project Applicant: Orcutt Union School District

Project Location - Specific:

See Attachment "A" hereto for list of School Sites.

Project Location - City: See Attachment "A" Project Location - County: Santa Barbara

Description of Nature, Purpose and Beneficiaries of Project:

The District is installing energy conservation and efficiency measures at nine (9) District Elementary School sites. The project involves negligible or no expansion of any existing use.

Name of Public Agency Approving Project: Orcutt Union School District

Name of Person or Agency Carrying Out Project: Orcutt Union School District

Exempt Status: **(check one):**

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: Class 1, Section 15301 Existing Facilities;
- Statutory Exemptions. State code number: Cal. Code Regs, tit. 14, § 15061(b)(3)

Reasons why project is exempt:

The District is installing energy conservation and efficiency measures at nine (9) existing facilities, see Attachment "A" hereto. The project involves negligible or no expansion of any existing uses.

Lead Agency
Contact Person: Walter Con Area Code/Telephone/Extension: 805-938-8916

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____ Date: _____ Title: _____

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

**ATTACHMENT "A" TO NOTICE OF EXEMPTION FOR
ENERGY CONSERVATION AND EFFICIENCY MEASURES**

Project location – Specific:

	SCHOOL SITE NAME	ADDRESS
1.	Orcutt Union School District	500 Dyer Street, Orcutt, CA 93455
2.	Ralph Dunlap Elementary School	1220 Oak Knoll Road, Orcutt, CA 93455
3.	Joe Nightingale Elementary School	255 Winter Road, Santa Maria, CA 93455
4.	Alice Shaw Elementary School	758 Dahlia Place, Santa Maria, CA 93455
5.	Lakeview Junior High School	3700 Orcutt Road, Santa Maria, CA 93455
6.	Pine Grove Elementary School	1050 East Rice Ranch Road, Santa Maria, CA 93455
7.	Patterson Road Elementary	400 Patterson Road, Santa Maria, CA 93455
8.	Orcutt Academy Charter School K-8	480 Centennial Street, Los Alamos, CA 93440
9.	Orcutt Academy Charter High School	610 Pinal Street, Orcutt, CA 93455



BUSINESS SERVICES MEMORANDUM

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

FROM: Walter Con 
Assistant Superintendent, Business Services

BOARD MEETING DATE: April 11, 2018

BOARD AGENDA ITEM: Resolution No. 16, Resolution to Adopt Certain Findings and Approve Contract for the Design, Installation, and Commissioning of Energy Conservation Measures at Nine District Sites.

BACKGROUND: At the March 14, 2018 board meeting, the board authorized staff to engage the services of Indoor Environmental Services (IES) in the amount of \$845,412 for Proposition 39 (energy reduction) improvements. These improvements included the retrofitting of lighting and air conditioner replacements that will reduce our energy consumption. After the board's approval, staff never executed the contract with IES. One of the reasons was we discovered a way to use more of Proposition 39 funds. Our total funds available from the state, less what we've already expended for the Energy Expenditure Plan, is \$1,141,535.

Therefore, the attached contract reflects the original improvements plus the replacement of thirty-one additional air conditioning units for a total cost of \$1,141,535.

Based on the Energy Analysis attached herein, the estimated annual savings to the Charter is \$22,634 and for the District, \$105,804.

RECOMMENDATION: Staff recommends the Board of Trustees Adopt Resolution No. 16, Resolution to Adopt Certain Findings and Approve Indoor Environmental Services Contract for the Design Installation, and Commissioning of Energy Conservation Measures at Nine District Sites, as presented.

FUNDING: Proposition 39 Funding

**RESOLUTION OF THE BOARD OF EDUCATION OF
ORCUTT UNION SCHOOL DISTRICT
RESOLUTION NO. 16**

**RESOLUTION TO ADOPT CERTAIN FINDINGS AND APPROVE CONTRACT FOR THE DESIGN,
INSTALLATION, AND COMMISSIONING OF ENERGY
CONSERVATION MEASURES AT NINE DISTRICT SITES**

WHEREAS, the Orcutt Union School District (“District”) desires to develop energy efficient practices and upgrades throughout the District in order to reduce the District’s energy consumption and costs at existing District facilities; and

WHEREAS, on December 8, 2017, the District issued a Request for Proposals for Energy Efficient Design and Construction Services; and

WHEREAS, Indoor Environmental Services (“Design-Builder”) was selected based on its qualifications and price and has represented to the District that Design-Builder has developed certain procedures for the design and installation of energy conservation measures as defined in Government Code section 4217.11 (“Energy Conservation Measures”) and consistent with the requirements of Proposition 39; and

WHEREAS, Design-Builder has analyzed the energy needs of the following public facilities owned and operated by the District:

	SCHOOL SITE NAME	ADDRESS
1.	Orcutt Union School District	500 Dyer Street, Orcutt, CA 93455
2.	Ralph Dunlap Elementary School	1220 Oak Knoll Road, Orcutt, CA 93455
3.	Joe Nightingale Elementary School	255 Winter Road, Santa Maria, CA 93455
4.	Alice Shaw Elementary School	758 Dahlia Place, Santa Maria, CA 93455
5.	Lakeview Junior High School	3700 Orcutt Road, Santa Maria, CA 93455
6.	Pine Grove Elementary School	1050 East Rice Ranch Road, Santa Maria, CA 93455
7.	Patterson Road Elementary	400 Patterson Road, Santa Maria, CA 93455
8.	Orcutt Academy Charter School K-8	480 Centennial Street, Los Alamos, CA 93440
9.	Orcutt Academy Charter High School	610 Pinal Street, Orcutt, CA 93455

(collectively “Facilities”), and has represented that Design-Builder’s provision of Energy Conservation Measures to the Facilities will result in a reduction in energy consumption or demand that will result in net cost savings to the District (“Cost Savings”). A copy of an energy cost analysis for the Facilities is attached as **Attachment “A”** and incorporated herein (“Energy Analysis”); and

WHEREAS, based upon the Energy Analysis and presentation by District staff and its consultants, the cost to the District for Design-Builders to provide and install the Energy Conservation Measures will be less than the anticipated marginal cost to the District of thermal, electrical, or other energy that would have been consumed by the District in the absence of the Energy Conservation Measures; and

WHEREAS, Government Code section 4217.12(a)(1) authorizes a public agency to enter into an energy service contract with respect to the Energy Conservation Measures if the District's Governing Board finds that the anticipated cost to the District for the Energy Conservation Measures will be less than the anticipated marginal costs to the District of thermal, electrical or other energy that would have been consumed by the District at the Facilities in the absence of such purchases; and

WHEREAS, Government Code section 4217.12 (a) authorizes the District to enter into a contract for the Energy Conservation Measures on terms that its governing board determines are in the best interests of the District; and

WHEREAS, the Energy Conservation Measures meet Proposition 39 requirements; and

WHEREAS, the District has provided proper notice of the public hearing as required by Government Code section 4217.12 (a) for purposes of receiving public comment on the District's intent to enter into the Contract; and

WHEREAS, the District has determined that the District's payment to Design-Builder is anticipated to be offset by reduction in energy costs or other benefits provided under the terms of the Contract with the Design-Builder pursuant to Government Code section 4217.12(a)(2); and

WHEREAS, the form of contract for Design-Builder for the Energy Conservation Measures is attached hereto as **Attachment "B"** and made a part hereof by this reference; and

WHEREAS, on this date, pursuant to Government Code section 4217.10 et seq., the Governing Board of the District held a public hearing with respect to the District entering into the Contract with Design-Builder; and

WHEREAS, the District desires to retain Design-Builder to provide, install, and maintain the Energy Conservation Measures pursuant to the terms and conditions of the Contract.

NOW, THEREFORE, it is found, determined, and resolved by the Governing Board of the District as follows:

1. That the District held a public hearing at a regularly scheduled meeting of the Governing Board. There were no protest or complaints received with respect to the Contract.
2. Based upon reports of staff, reviewed by the Governing Board in connection herewith, and pursuant to Government Code section 4217.12, the Governing Board finds that the anticipated cost to the District for the Energy Conservation Measures provided pursuant to the terms of the Contract will be less than the anticipated marginal costs to the District of thermal, electrical or other energy that would have been consumed by the District in the absence of such purchases, as described in **Attachments "A" and "B."**
3. That the District's payment to Design-Builder is anticipated to be offset by a reduction in energy consumption, below-market energy purchases or other benefits provided under the Contract.
4. It is in the best interests of the District to enter the Contract pursuant to the terms as indicated in the form of Contract attached hereto as **Attachment "B"** subject to minor revisions approved by staff and legal counsel that do not alter or reduce the "best interests" approved in this Resolution.

5. That the District’s superintendent or his designee is authorized to enter into the Contract pursuant to the terms as indicated in the form of Contract attached as **Attachment “B”** subject to minor revisions approved by staff and legal counsel that do not alter or reduce the “best interests” approved in this Resolution, to take all steps and perform all actions necessary to execute and implement the Contract, and to take any actions deemed necessary to best protect the interests of the District.

PASSED AND ADOPTED by the Governing Board of Education of the Orcutt Union School District, this 11th day of April, 2018, by the following vote:

AYES: _____
NOES: _____
ABSTAINED: _____
ABSENT: _____

CERTIFICATION

I _____, Clerk of the Governing Board of Education of the Orcutt Union School District, hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted at a Regular Meeting of the Governing Board of the Orcutt Union School District held on this 11th day of April, 2018.

Clerk, Board of Education

Attachments:

- “A”– Energy Analysis for the Facilities
- “B”– Form of Contract for Design-Builder

STATE OF CALIFORNIA
CALIFORNIA ENERGY COMMISSION
 Prop. 39 Energy Expenditure Plan System
 Energy Expenditure Plan Report

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AMENDED

Submission

Expenditure Plans this Fiscal Year: 2016-17
 Expenditure Plans this Fiscal Year: 2016-17
 Multiple-Year (bundled) Award Expenditure Plan

5242

Tier: 4

Energy Planning Reservation Information

Did you request Energy Planning Funds? (If no, move on to next section)
 Budget for Screening and Energy Audits: \$63,725.00
 Budget for Proposition 39 Program Assistance:

Grant Amount Requested: \$954,046.00

Grant Balance Available:

Yes

Amount Spent for Screening and Audits: \$63,725.00
 Amount Spent for Program Assistance:

Budget for Energy Manager:
 Budget for Training Totals:
 Totals: \$63,725.00

Amount Spent for Energy Manager:
 Amount Spent for Training:
 Totals: \$63,725.00

Energy Manager and Training

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

Amount Requesting for Energy Manager:
 Amount Requesting for Training: \$45,000.00

Summary of Schools/Sites

Job Creation Benefits Estimation
 Type of Project Budget \$909,046.00
 Energy Efficiency \$909,046.00
 Renewable Generation
 Distributed Energy

Total Project Cost \$909,046.00
 Estimated Totals: \$909,046.00
 Estimated Direct Job-Years Created 5.09
 Summation is for 7 Schools

Please list any state-certified apprenticeship programs being used:

Apprenticeship Information

Total: 5.09
 Estimated Apprenticeship Job-Years Created

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

Other Trainee Position Title

Estimated Other Trainee Jobs Created

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.

Walter Con

Date: 2/21/2018 Bundled SIR: 1.92 Version 6

Applicant Information

Local Education Agency Name: Orcutt Union Elementary
 LEA COS Code: 42862600000000

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

LEA Authorized Representative

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

Project Manager

Name: Cameron Munsell
 Title: Energy Engineer
 Phone: 9169888808
 Email: cbristow@jes-hvac.com

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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: Joe Nightingale Elementary
 School/Site CDS Code: 4269260045777
 School/Site Mailing Address: 255 Wintler Road
 City: Santa Maria
 Zip Code: 93455-2643

Energy Efficiency Project Summary

Measure Savings Source: Energy audit/feasibility study
 Measure Savings Source: Energy audit/feasibility study
 Proposition 39 Share to be used for Measure Implementation (\$): \$92,209.00

Benchmarking

Square Footage of School/Site: 47,646
 Average Peak Demand (kW): 240.243
 Total Annual Electric Use (kWh): \$58,527.00
 Total Annual Electric Charges (\$): 1,736
 Total Annual Gas Use (therms): \$1,578.00
 Total Annual Gas Charges (\$):
 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
 Natural Gas 04 Therms/SF
 Cost/SF \$0.03
 Electricity 5.04 kWh/SF
 Cost/SF \$1.23
 Energy Use(kbtu)/SF/Year: \$1.26
 Other Fuels Gals/SF
 Cost/SF 57.68

Gas Utility: SoCal Gas	Gas Utility Account #: 1266150200	Demand	Annual	Annual	Annual	Annual	Annual	Annual	Annual	Other Non- Total
Savings (kW)	Electric Savings	12,308								
	Nat. Gas Savings	47,308								
	Propane Savings	6,045								
	Fuel Oil Savings									
	Energy Cost									
	Energy Savings (\$)									
	Cost (\$)									
	Rebates (\$)									
	Measures									
	Cost (\$)									
	Repayable Funds (\$)									
	Leveraged Funding (\$)									
	EEM SIR									
	2.46									
	2.98									
	1.04									

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 Technical Appendix for detailed information on lighting scope, quantities, and locations.

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 Electric Savings	Total Annual Natural Gas Savings	Total Annual Propane Savings	Total Fuel Oil Savings	Total Annual Fuel Oil Savings	Total Project Cost	Total Rebates	Total Prop 39 Share	Savings-to-investment Ratio (SIR)	Total Cost Paid Under PPA	Total Other Non-Repayable Funds	Overall Total Leveraged Funding (\$)
65,659	\$15,397.00	\$92,209.00	\$92,209.00	\$92,209.00	\$15,397.00	\$92,209.00	\$92,209.00	2.60	\$92,209.00	2.60	\$92,209.00	\$92,209.00

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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: Patterson Road Elementary
 School/Site CDS Code: 426926060045793
 School/Site Mailing Address: 400 Patterson Road
 City: Santa Ana
 Zip Code: 93455-4806

Energy Efficiency Project Summary

Measure Savings Source: Energy audit/feasibility study
 Measure Savings Source: Energy audit/feasibility study
 Proposition 39 Share to be used for Measure Implementation (\$): \$332,756.00

6

Energy Efficiency Measure	Description
HVAC- Packaged/Split System AC/Heat Pump/VRF	HVAC Replacement
HVAC Controls- Programmable/Smart Thermostats	Programmable Thermostats
Lighting- Interior Fixture Retrofit	Occupancy Sensors
Lighting- Exterior Fixture Retrofit	Interior Lighting Retrofit
HVAC- Packaged/Split System AC/Heat Pump/VRF	Exterior Lighting Retrofit
HVAC Controls- Programmable/Smart Thermostats	Added Measure - Replace (9) old package units - calculator
Energy Efficiency Narrative Description	Added Measure - (9) Thermostat Replacements - Calculator

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. The HVAC units currently serving rooms #s K1, K2, 9-12 and 14-16 range from 17-20 years old (originally installed between 1998-2001) and have exceeded their useful life-expectancy of 15 years. They include (9) packaged units at 3 tons/each, totaling 27 tons (9) Manual thermostats will be replaced with Title-24 compliant 365-day programmable Wi-Fi thermostats which will be programmed based to the specific operational Bell Schedules and school calendar (see Appendix A) as well as temperatures based on Title-24 required 5-degree dead bands.

Site Project Summary

Total Demand Savings	2	Total Annual Fuel Oil Savings	\$332,756.00
Total Annual Electric Savings	97,057	Total Annual Cost Savings	\$22,277.00
Total Annual Natural Gas Savings	81	Total Project Cost	\$332,756.00
Total Annual Propane Savings		Total Rebates	

Benchmarking

Square Footage of School/Site: 39,796
 Average Peak Demand (kW): 183,983
 Total Annual Electric Use (kWh): \$44,266.00
 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

Measure	Annual	Annual	Annual	Annual	Annual	Annual	Annual	Annual	Other Non-Total
Measure	Electric Savings (kW)	Nat. Gas Savings	Propane Savings	Fuel Oil Savings	Energy Savings (\$)	Energy Cost (\$)	Cost (\$)	Measure Cost (\$)	Version
2	8,710	83			\$2,008.00	\$111,639.00			62
6,840					\$1,504.00	\$4,276.00			399
6,090					\$1,465.00	\$13,122.00			108
43,654					\$10,503.00	\$84,125.00			268
15,637					\$3,010.00	\$12,198.00			384
14,416		(164)			\$3,298.00	\$123,996.00			75
1,710		162			\$489.00	\$3,400.00			180

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	Cost/SF	Cost/SF
4.62	.05		
\$1.11	\$0.05		
Energy Costs/SF/Year: \$1.16	Energy Use(kbtu)/SF/Year: 54.37		

Overall Total Leveraged Funding (\$)

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Site Information

Project Start Date: 8/1/2017
 Completion Date: 8/1/2018
 Local Education Agency: Orout 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: Orout
 Zip Code: 93455-5300

Energy Efficiency Project Summary

Measure Savings Source: Energy audit/feasibility study
 Measure Savings Source: Energy audit/feasibility study

Proposition 39 Share to be used for Measure Implementation (\$): \$42,651.00

6

Energy Efficiency Measure	Description	Savings (kW)	Electric Savings (\$)	Nat. Gas Savings (\$)	Propane Savings (\$)	Fuel Oil Savings (\$)	Energy Savings (\$)	Annual Energy Cost Measure Cost (\$)	Annual Measure Cost (\$)	Rebates (\$)	Repayable Funds (\$)	Leveraged Funding (\$)	EEM SIR
Lighting - Interior Fixture Retrofit	Interior Lighting Retrofit		30,770				\$6,671.00	\$30,750.00	\$30,750.00				3.42
Lighting - Exterior Fixture Retrofit	Exterior Lighting Retrofit		6,526				\$1,132.00	\$6,522.00	\$6,522.00				2.81
Lighting Controls	Lutron Dimming Controls		161				\$35.00	\$5,375.00	\$5,375.00				.27
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.													
Lighting Room by Room Inventory in the Technical Appendix for detailed information on lighting quantities, locations, and specifications. Retrofit interior Lighting/Replace 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: 37,457
 Total Annual Electric Savings: \$7,838.00
 Total Annual Natural Gas Savings: \$42,651.00
 Total Annual Propane Savings: \$42,651.00
 Total Project Cost: \$42,651.00
 Total Rebates: \$42,651.00

Total Prop 39 Share: \$42,651.00
 Savings-to-Investment Ratio (SIR): 2.93
 Total Cost Paid Under PPA: \$42,651.00
 Total Other Non-Repayable Funds: \$42,651.00

Overall Total Leveraged Funding (\$)

Benchmarking

Square Footage of School/Site: 14,976
 Average Peak Demand (kW): 248.402
 Total Annual Electric Use (kWh): \$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

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

Energy Use Intensity Calculator	Electricity	W/SF	Therms/SF	Other Fuels
Natural Gas		.10		Gals/SF
		\$3.60		Cost/SF
		\$3.72		Energy Use(kbtu)/SF/Year: 187.96

Gas Utility Account #:	0318386335Demand	Annual	Annual	Annual	Annual	Annual	Other Non-Total/Version
Savings (kW)	30,770						
Electric Savings (\$)	6,526						
Nat. Gas Savings (\$)	161						
Propane Savings (\$)							
Fuel Oil Savings (\$)							
Energy Savings (\$)	\$6,671.00						
Annual Energy Cost Measure Cost (\$)	\$30,750.00						
Rebates (\$)	\$1,132.00						
Repayable Funds (\$)	\$35.00						
Leveraged Funding (\$)	\$5,375.00						

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

Energy Efficiency Project Summary

Measure Savings Source: Energy audit/feasibility study
 Proposition 39 Share to be used for Measure Implementation (\$): \$76,431.00

6

Energy Efficiency Measure	Description	Savings (kW)	Electric Savings (\$)	Propane Savings (\$)	Nat. Gas Savings (\$)	Fuel Oil Savings (\$)	Energy Savings (\$)	Annual Measure Cost (\$)	Annual Rebates (\$)	Repayable Funds (\$)	Leveraged Funding (\$)	Other Non-Total Version
Lighting- Exterior Fixture Retrofit	Exterior Lighting Retrofit											
Lighting- Interior Fixture Retrofit	Interior Lighting Retrofit											
Lighting Controls	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 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: 56,503
 Total Annual Electric Savings: \$13,026.00
 Total Annual Natural Gas Savings: \$76,431.00
 Total Annual Propane Savings: Total Rebates

Total Prop 39 Share Savings-to-investment Ratio (SIR): \$76,431.00
 Total Cost Paid Under PPA: \$76,431.00
 Total Other Non-Repayable Funds: \$76,431.00
 Overall Total Leveraged Funding (\$): 2.64

Benchmarking

Square Footage of School/Site: 39,834
 Average Peak Demand (kW): 152,694
 Total Annual Electric Use (kWh): \$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 (\$):

Electric Utility: PG&E
 Electric Bill Fiscal Year: 2015-16
 Energy Utility Account #: 3314271995-9
 Gas Utility: SoCalGas
 Gas Utility Account #: 1559150500Demand

Electricity	Energy Use Intensity Calculator	Other Fuels
W/SF	Natural Gas	Thermals/SF
kWh/SF	Cost/SF	Gals/SF
Cost/SF	Cost/SF	Cost/SF
3.83	\$0.05	
\$0.91	\$0.96	
Energy Costs/SF/Year:	Energy Use(kbtu)/SF/Year:	45.60

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

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Site Information

Project Start Date: 5/18/2017
 Completion Date: 5/18/2017
 Local Education Agency: Orcutt Union Elementary
 LEA CDS Code: 42692600000000

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: Energy audit/feasibility study
 Measure Savings Source: Energy audit/feasibility study
 Proposition 39 Share to be used for Measure Implementation (\$): \$41,552.00

Benchmarking

Square Footage of School/Site: 34,364
 Average Peak Demand (kW):
 Total Annual Electric Use (kWh): 132,419
 Total Annual Electric Charges (\$): \$26,999.00
 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

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

Energy Use Intensity Calculator
 Natural Gas .05 Therms/SF
 Other Fuels Gals/SF
 Cost/SF
 Electricity 3.85 kWh/SF
 W/SF
 Cost/SF
 Energy Use(kbtu)/SF/Year: 46.17

Energy Efficiency Measure	Description	Savings (kW)		Annual Demand		Annual Savings		Annual Fuel Oil Savings		Annual Propane Savings		Annual Nat. Gas Savings		Annual Energy Cost Savings		Annual Rebates		Annual Repayable Funds		Annual Leveraged Funding		Other Non-Total	
		Electric	Nat. Gas	Electric	Nat. Gas	Electric	Nat. Gas	Electric	Nat. Gas	Electric	Nat. Gas	Electric	Nat. Gas	Electric	Nat. Gas	Electric	Nat. Gas	Electric	Nat. Gas	Electric	Nat. Gas	Electric	Nat. Gas
Lighting- Exterior Fixture Retrofit	Exterior Lighting Retrofit																						
Lighting- Interior Fixture Retrofit	Interior Lighting Retrofit																						
Lighting Controls	Occupancy Sensors																						
Energy Efficiency Narrative Description																							
Retrofit Exterior Lighting	Replace 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.																						

Gas Utility Account #: 0591148500
 Savings (kW): 9.086
 Electric Savings: 32.736
 Nat. Gas Savings: 4.688
 Annual Demand: 9,086
 Annual Savings: \$1,592.00
 Annual Fuel Oil Savings: \$7,169.00
 Annual Propane Savings: \$1,027.00
 Annual Nat. Gas Savings: \$8,117.00
 Annual Energy Cost Savings: \$29,247.00
 Annual Rebates: \$4,186.00
 Annual Repayable Funds: 3.13
 Annual Leveraged Funding: 3.92
 Other Non-Total: 2.12

Site Project Summary

Total Demand Savings
 Total Annual Electric Savings 46,510
 Total Annual Natural Gas Savings
 Total Annual Propane Savings
 Total Annual Fuel Oil Savings
 Total Annual Cost Savings \$9,788.00
 Total Project Cost \$41,552.00
 Total Rebates
 Total Prop 39 Share \$41,552.00
 Savings-to-Investment Ratio (SIR) 3.52
 Total Cost Paid Under PPA
 Total Other Non-Repayable Funds
 Overall Total Leveraged Funding (\$)

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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: Ralph Dunlap Elementary
 School/Site CDS Code: 42692606045744
 School/Site Mailing Address: 500 Dyer St.
 City: Santa Maria
 Zip Code: 93465-4301

Energy Efficiency Project Summary

Measure Savings Source: Energy audit/feasibility study
 Measure Savings Source: Energy audit/feasibility study
 Proposition 39 Share to be used for Measure Implementation (\$): \$154,541.00

6

Energy Efficiency Measure	Description
HVAC- Packaged/ Split System AC/Heat Pump/VRF	Added Measure - (8) Package Unit Replacements - Calculator
HVAC Controls- Programmable/Smart Thermostats	Added Measure - Replace (8) old thermostats - Calculator
Lighting- Interior Fixture Retrofit	Interior Lighting Retrofit
Lighting- Exterior Fixture Retrofit	Exterior Lighting Retrofit
Lighting Controls	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. The HVAC units currently serving rooms #s 1-8 are 18 years old (originally installed in 2000) and have exceeded their useful life-expectancy of 15 years. They include (8) packaged units at 3 tons/each, totaling 24 tons.(8) Manual thermostats will be replaced with Title-24 compliant 365-day programmable Wi-Fi thermostats which will be programmed based to the specific operational Bell Schedules and school calendar (see Appendix A) as well as temperatures based on Title-24 required 5-degree dead bands.

Site Project Summary

Total Demand Savings	1,520	Total Annual Fuel Oil Savings	\$154,541.00
Total Annual Electric Savings	56,483	Total Annual Cost Savings	\$13,043.00
Total Annual Natural Gas Savings	(146)	Total Project Cost	\$154,541.00
Total Annual Propane Savings		Total Rebates	

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 #: 1835150500Demand

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

Electricity	Energy Use Intensity Calculator	Other Fuels
W/SF	Natural Gas	Gals/SF
kWh/SF	Therms/SF	Cost/SF
Cost/SF	Cost/SF	Cost/SF
2.77	\$0.07	
\$0.65	\$0.71	
Energy Costs/SF/Year:	Energy Use(kbtu)/SF/Year:	36.53

Annual	Annual	Annual	Annual	Annual	Annual	Annual	Annual	Annual	Other Non- Total
Savings (kW)	Electric Savings	Nat. Gas Savings	Propane Savings	Fuel Oil Savings	Energy Savings (\$)	Cost (\$)	Measure Cost (\$)	Rebates (\$)	Leveraged Funding (\$)
(kW)	Savings	Savings	Savings	Savings	Savings (\$)	Cost (\$)	Cost (\$)	(\$)	Funding (\$)
1,520	769	(146)			\$40.00	\$110,219.00	\$110,219.00		
	144				\$422.00	\$3,023.00	\$3,023.00		
	40,898				\$9,587.00	\$30,395.00	\$30,395.00		
	9,496				\$1,781.00	\$7,057.00	\$7,057.00		
	5,176				\$1,213.00	\$3,847.00	\$3,847.00		

Total Prop 39 Share	\$154,541.00
Savings-to-investment Ratio (SIR)	1.49
Total Cost Paid Under PPA	
Total Other Non-Repayable Funds	
Overall Total Leveraged Funding (\$)	

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Site Information
 Project Start Date: 8/1/2017
 Completion Date: 8/1/2018
 Local Education Agency: Orcutt Academy Charter
 LEA CDS Code: 42692600116434

School or Site Information
 School/Site Name: Orcutt Academy Charter
 School/Site CDS Code: 42692600116434
 School/Site Mailing Address: 480 Centennial Street
 City: Los Alamos
 Zip Code: 93440

Energy Efficiency Project Summary

Measure Savings Source: Energy audit/feasibility study
 Measure Savings Source: Energy audit/feasibility study
 Proposition 39 Share to be used for Measure Implementation (\$): \$21,275.00

Benchmarking

Square Footage of School/Site: 39,470
 Average Peak Demand (kW): 82
 Total Annual Electric Use (kWh): 183,478
 Total Annual Electric Charges (\$): \$40,074.00
 Total Annual Gas Use (therms):
 Total Annual Gas Charges (\$):
 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 W/SF 2.08
 Natural Gas Therms/SF 4.65
 Other Fuels Gals/SF Cost/SF \$1.02
 Energy Costs/SF/Year: \$1.02
 Energy Use(kbtu)/SF/Year: 49.81

Gas Utility:

Gas Utility Account #:	Demand Savings (kW)	Annual Electric Savings	Annual Nat. Gas Savings	Annual Propane Savings	Annual Fuel Oil Savings	Annual Energy Savings (\$)	Annual Energy Cost (\$)	Measure Cost (\$)	Rebates (\$)	Other Non-Repayable Funds (\$)	Total Leveraged Funding (\$)	Total Version EEM SIR
	394	9,461				\$69.00	\$1,417.00	\$16,460.00				1.06
		285				\$183.00	\$3,398.00					2.14
												.64

Energy Efficiency Measure

Lighting - Exterior Fixture Retrofit
 Lighting - Interior Fixture Retrofit
 Lighting Controls
 Orcutt Academy Charter - 5 Exterior Lighting
 Orcutt Academy Charter - 62 Interior Lighting
 Orcutt Academy Charter - Occupancy Sensors

Energy Efficiency Narrative Description

ORCUTT ACADEMY CHARTER 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	10,140	Total Prop 39 Share	\$21,275.00
Total Annual Electric Savings		Savings-to-Investment Ratio (SIR)	1.83
Total Annual Natural Gas Savings		Total Cost Paid Under PPA	
Total Annual Propane Savings		Total Other Non-Repayable Funds	
		Overall Total Leveraged Funding (\$)	

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Site Information
 Project Start Date: 7/1/2017
 Completion Date: 7/1/2018
 Local Education Agency: Orcutt Academy Charter
 LEA CDS Code: 42862600116434

School or Site Information
 School/Site Name: Orcutt Academy Charter HS
 School/Site CDS Code: 42862600116434
 School/Site Mailing Address: 610 Pinal Street, Santa Maria CA 93465
 City: Santa Maria
 Zip Code: 93455

Energy Efficiency Project Summary

Measure Savings Source: Energy audit/feasibility study
 Measure Savings Source: Energy audit/feasibility study
 Proposition 39 Share to be used for Measure Implementation (\$): \$217,813.00

Benchmarking

Square Footage of School/Site: 108,998
 Average Peak Demand (kW): 74
 Total Annual Electric Use (kWh): 342,376
 Total Annual Electric Charges (\$): \$81,205.00
 Total Annual Gas Use (therms): 4,835
 Total Annual Gas Charges (\$): \$4,445.00
 Total Annual Propane Use (gals):
 Total Annual Propane Charges (\$):
 Total Annual Fuel Oil Use (gals):
 Total Annual Fuel Oil Charges (\$):

Electric Utility: PGE
 Electric Utility Account #: 3314271998-9

Gas Utility: SoCalGas
 Gas Utility Account #: 0906387328, 0066147800

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

Energy Use Intensity Calculator		Annual		Annual		Annual		Annual		Annual		Annual		Annual	
Electricity	Natural Gas	Other Fuels	Electricity	Natural Gas	Other Fuels	Electricity	Natural Gas	Other Fuels	Electricity	Natural Gas	Other Fuels	Electricity	Natural Gas	Other Fuels	Electricity
W/SF	Therms/SF	Gals/SF	W/SF	Therms/SF	Gals/SF	W/SF	Therms/SF	Gals/SF	W/SF	Therms/SF	Gals/SF	W/SF	Therms/SF	Gals/SF	W/SF
68	.04		3.14	.04		3.14	.04		3.14	.04		3.14	.04		3.14
Cost/SF	Cost/SF	Cost/SF	Cost/SF	Cost/SF	Cost/SF	Cost/SF	Cost/SF	Cost/SF	Cost/SF	Cost/SF	Cost/SF	Cost/SF	Cost/SF	Cost/SF	Cost/SF
\$.75	\$.04		\$.75	\$.04		\$.75	\$.04		\$.75	\$.04		\$.75	\$.04		\$.75
Energy Use (kbtu)/SF/Year: 38,10															

Demand		Annual		Annual		Annual		Annual		Annual		Annual		Annual	
Savings (kW)	Nat. Gas Savings	Propane Savings	Fuel Oil Savings	Energy Cost Savings (\$)	Measure Cost (\$)	Rebates (\$)	Payable Funds (\$)	Leveraged Funding (\$)	EEM SIR	Other Non-	Other Non-	Other Non-	Other Non-	Other Non-	Other Non-
6,407				\$1,451.00	\$74,481.00				65						
23,873				\$4,530.00	\$21,500.00				3.34						
46,712				\$11,079.00	\$68,986.00				1.95						
7,770				\$1,843.00	\$22,874.00				.84						

Energy Efficiency Narrative Description
 HVAC - Packaged/Split System AC/Heat Pump/VRF 4 HVAC Replacement Replace (4) 3-ton gas and electric package units with new high efficiency unit of similar size and capacity. The scope will include installation of the new units, electrical connections, and start-up/testing. Refer to the HVAC Replacement Inventory for details on existing unit locations, capacity, age, and proposed models. LIGHTING 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 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 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	84,762	Total Annual Fuel Oil Savings	\$217,813.00
Total Annual Electric Savings		Total Annual Cost Savings	1.52
Total Annual Natural Gas Savings		Total Project Cost	\$16,903.00
Total Annual Propane Savings		Total Rebates	\$217,813.00
		Total Other Non-Repayable Funds	
		Total Prop 39 Share	
		Savings-to-investment Ratio (SIR)	
		Total Cost Paid Under PPA	
		Overall Total Leveraged Funding (\$)	

**CONTRACT FOR ENERGY EFFICIENCY DESIGN / BUILD SERVICES
BY AND BETWEEN
ORCUTT UNION SCHOOL DISTRICT
AND
INDOOR ENVIRONMENTAL SERVICES (IES)**

THIS CONTRACT is entered into and effective April 11, 2018 (“Contract”), by and between **Indoor Environmental Services (IES)** (“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:

	SCHOOL SITE NAME	ADDRESS
1.	Orcutt Union School District	500 Dyer Street, Orcutt, CA 93455
2.	Ralph Dunlap Elementary School	1220 Oak Knoll Road, Orcutt, CA 93455
3.	Joe Nightingale Elementary School	255 Winter Road, Santa Maria, CA 93455
4.	Alice Shaw Elementary School	758 Dahlia Place, Santa Maria, CA 93455
5.	Lakeview Junior High School	3700 Orcutt Road, Santa Maria, CA 93455
6.	Pine Grove Elementary School	1050 East Rice Ranch Road, Santa Maria, CA 93455
7.	Patterson Road Elementary	400 Patterson Road, Santa Maria, CA 93455
8.	Orcutt Academy Charter School K-8	480 Centennial Street, Los Alamos, CA 93440
9.	Orcutt Academy Charter High School	610 Pinal Street, Orcutt, CA 93455

(“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 **April 11, 2018**, 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 **June 12, 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 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 of **One Million One Hundred Forty One Thousand Five Hundred Thirty Five Dollars (\$1,141,535)** (“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: Walter Con, Assistant Superintendent of
 Business Services

DESIGNER/BUILDER

Indoor Environmental Services
 1512 Silica Avenue
 Sacramento, CA 95815
 ATTN: Des Escandon

With a copy to:

Philip J. Henderson, Esq.
Orbach Huff Suarez & Henderson 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

Indoor Environmental Services

Signature: _____

Signature: _____

Print Name: Walter Con

Print Name: _____

Print Title: Assistant Superintendent, Business Services

Print Title: _____

Address: 500 Dyer Street, Orcutt, CA 93455

Address: _____

Telephone: (805) 938-8917

Telephone: _____

E-Mail: wcon@orcutt-schools.net

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>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.</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.

- 5.6. The District has the right to suspend, in whole or in part, the Project. If the District suspends the Project for more than one hundred and twenty (120) consecutive days, the Designer/Builder shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the Project Schedule shall be adjusted and the Designer/Builder's compensation shall be equitably adjusted to provide for expenses incurred associated with the suspension and in the resumption of the Designer/Builder's Services. If the District suspends the Project for more than two (2) years, the Designer/Builder may terminate this Contract by giving written notice.
6. **SAFETY AND SECURITY:** Designer/Builder is responsible for maintaining safety in the performance of this Contract. Designer/Builder shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present. In the event that the aforementioned rules conflict with the terms of this Contract, the terms of this Contract shall prevail.
7. **CHANGE IN SCOPE OF WORK:**
 - 7.1. There shall be no change whatsoever in the Services or Work, or any architectural enhancements, without an executed Change Order or Construction Change Directive as herein provided. District shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Services or Work except pursuant to a Change Order or Construction Change Directive. Except as provided elsewhere in this Contract, no extension of time for performance of the Work shall be allowed hereunder unless duly adjusted in writing in the Change Order. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Work or Services.
 - 7.2. Designer/Builder shall perform all Work that has been authorized by a fully executed Change Order in the timeframe set forth therein.
 - 7.3. Should any Change Order result in an increase in the Contract Price, the cost of that Change Order shall be agreed to in the Change Order. Except as provided elsewhere in this Contract, if Designer/Builder proceeds with any change in Work without a Change Order, Designer/Builder waives any claim of additional compensation or time for that additional work.
 - 7.4. Designer/Builder understands, acknowledges, and agrees that the reason for District authorization is so that District may have an opportunity to analyze the Work and decide whether the District shall proceed with the Change Order or alter the Project so that a change in Work becomes unnecessary.
 - 7.5. **Change Orders.** A Change Order is a written instrument prepared and issued by the District and signed by the District (as authorized by the District's governing board) and the Designer/Builder, and approved by the Project Inspector (if necessary) and DSA (if necessary), stating their agreement regarding all of the following:
 - 7.5.1. A description of a change in the Work or Services;
 - 7.5.2. The amount of the adjustment in the Contract Price, if any; and
 - 7.5.3. The extent of the adjustment in the Contract Time, if any.("Change Order")
 - 7.6. **Price Request.** A Price Request ("PR") is a written request prepared by the District requesting the Designer/Builder to submit to the District an estimate of the effect of a proposed change in the Work on the Contract Price and the Contract Time. A Price Request shall contain adequate information, including any necessary Work or Services, to enable Designer/Builder to provide the cost breakdowns required herein.
 - 7.7. **Proposed Change Order.** A Proposed Change Order ("PCO") is a written request prepared by the Designer/Builder requesting that the District issue a Change Order based upon a proposed change to

the Work or Services. A PCO shall include breakdowns pursuant to the revisions herein to validate 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, PCOs) to communicate proposed additions and deductions to the Contract, supported by attached documentation.

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

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

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

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

	SCHOOL SITE NAME	ADDRESS
1.	Orcutt Union School District	500 Dyer Street, Orcutt, CA 93455
2.	Ralph Dunlap Elementary School	1220 Oak Knoll Road, Orcutt, CA 93455
3.	Joe Nightingale Elementary School	255 Winter Road, Santa Maria, CA 93455
4.	Alice Shaw Elementary School	758 Dahlia Place, Santa Maria, CA 93455
5.	Lakeview Junior High School	3700 Orcutt Road, Santa Maria, CA 93455
6.	Pine Grove Elementary School	1050 East Rice Ranch Road, Santa Maria, CA 93455
7.	Patterson Road Elementary	400 Patterson Road, Santa Maria, CA 93455
8.	Orcutt Academy Charter School K-8	480 Centennial Street, Los Alamos, CA 93440
9.	Orcutt Academy Charter High School	610 Pinal Street, Orcutt, CA 93455

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.
- 5.1.4. **Heating, Ventilation, and Air Conditioning (“HVAC”).** Replace the following twelve (12) existing HVAC units and equipment with new high energy efficient HVAC units, equipment and 7-day programmable thermostats:

PATTERSON ELEMENTARY SCHOOL						
AREA	QTY	NOMINAL TONS	TYPE	BRAND	COOLING EFFICIENCY SEER/EER	HEATING EFFICIENCY AFUE%
Classrooms 1 through 8	8	3.0	Pkg/GE	Day & Night or Equal	14.0 SEER	80%

ORCUTT ACADEMY HIGH SCHOOL						
AREA	QTY	NOMINAL TONS	TYPE	BRAND	COOLING EFFICIENCY SEER/EER	HEATING EFFICIENCY AFUE%
MPR, Kitchen, Classroom 8587, 6556	4	3.0	Pkg/GE	Day & Night or Equal	14.0 SEER	80%

- 5.1.5. **Mechanical Scope of Work.** Per the Customers audit, the following lists in detail the Mechanical Scope of Work to be performed for all unit replacements:
 - 5.1.5.1. Provide necessary rigging and trucking of new equipment to the project site.
 - 5.1.5.2. Provide and install new package unit systems as detailed below.
 - 5.1.5.3. Provide all sheetmetal as needed to connect new unit to existing opening.
 - 5.1.5.4. Furnish and install weather tight sealant on all seams, joints and connections to ensure full weather seal.
 - 5.1.5.5. Reconnect the gas and condensate lines to the new equipment with all materials as needed.
 - 5.1.5.6. Reconnect electrical services to all new equipment with the new disconnects, as needed.
 - 5.1.5.7. Provide new 7-day programmable thermostats for the new HVAC equipment below.
 - 5.1.5.8. Contractor’s technicians will perform a complete start-up and testing of new equipment to ensure proper system operation.
 - 5.1.5.9. Clean all areas daily as new work is completed.
 - 5.1.5.10. One year warranty on Contractor’s provided equipment and workmanship. Warranty starts from the day of equipment start-up.

The quantities, sizes and locations of all new HVAC units are listed below:

Patterson Elementary School Site						
Area	Qty	Nominal Tons	Type	Brand	Cooling Efficiency SEER/EER	Heating Efficiency AFUE%
Classrooms 1 – 12, 14, 15, 16 K1 & K2	17	3.0	Pkg/GE	Day & Night or Equal	14.0 SEER	80%

Orcutt Academy High School Site						
Area	Qty	Nominal Tons	Type	Brand	Cooling Efficiency SEER/EER	Heating Efficiency AFUE%
MPR, Kitchen, Classroom 8587, 6556, 5, 6, 7 & 8	8	3.0	Pkg/GE	Day & Night or Equal	14.0 SEER	80%

Dunlop Elementary School Site						
Area	Qty	Nominal Tons	Type	Brand	Cooling Efficiency SEER/EER	Heating Efficiency AFUE%
Classrooms 1 – 8	8	3.0	Pkg/GE	Day & Night or Equal	14.0 SEER	80%

Notes:

- * - G/E – denotes Gass Heating/Electric Cooling system unit.
- H/P – denotes Heat Pump system unit.
- ** - Equipment brand notes above can be substituted with equal equipment based on the availability at the time of the scheduled installation (per Section 3.0 below), constructability and other considerations as determined by the Project Manager.

5.1.6. **General Lighting Scope of Work.** Total of nine (9) Sites for the District (Nightingale Elementary, Lakeview Middle, Patterson Elementary, District Office and Administration, Shaw Elementary, Pine Grove Elementary, Dunlop Elementary, Orcutt Academy and Orcutt Academy High School):

ITEMIZED SCOPE OF WORK		
Existing Lamp Type	Proposed Lamp Type	QTY
4L 4' F32T8-NBF	ENV-LTVRK-24H-36W-4K	769
CFL Screw-in 27W	MST-WM15W12V50KDP1F	27
2L 4' F32T8-NBF	2L L48T8/840/10G-EB	970

INC A19 60W	MST-WM25W27V50KDP1F	27
70W Med. Base	MST-WM25W27V50KDP1F	3
6L 4' F32T8-HBF	6L L48T8/840/10G-EB	3
1L 8' F96T8 59W - NBF	2L L48T8/850/12G-EB & VE232MVHIPE 8ft/RTK	8
100W Med. Base	MST-FD30W27V50KBDB77-KN	8
4L 8' F96T8 59W - NBF	ENV-LRS-8L	11
CFL Screw-in 27W	ENR-E2FMA9-840	15
INC A19 60W	ENV-LED-A19-9.5W-4K	18
3L 4' F32T8-NBF	3L L48T8/840/10G-EB	48
Accessories	WST-XT-CL-GW-EM	3
250W Mogul base	ENV-AI-70-BL	25
100W Med. Base	ENV-AI-70-BL	2
CFL Screw-in 18W	ENV-LED-A19-9.5W-4K	187
70W Med. Base	MST-WM15W12V50KDP1F	40
4L 4' F32T8-NBF	4L L48T8/840/10G-EB	957
70W Med. Base	MST-WM17W27V50KDP1F	11
CFL Screw-in 18W	MST-WM15W12V50KDP1F	15
4L 4' F32T8-NBF	ENV-KRS-4H	15
3L 4' F32T8-NBF	ENV-LTVRK-24H-36W-4K	249
400W Mogul Base	ENV-AL-105-BL	29
CFL Lamp PL 2Pin Horiz 32W	6PLH-840-BYP-R (2 or 4 Pin Bypass) Horiz x2	14
4L 4' F32T8-NBF	ENV-LHB7-160 w/ wire guards	30
100W Med. Base	ENV-LED-A19-9.5W-4K	24
100W Med. Base	MST-WP30W27V50KD-PC	7
70W Med. Base	OHY-OLOS11-32C-UNV	9
2L 4' F32T8-NBF	ENR-E2FMA9-840	8
70W Med. Base	ENV-LED-A19-9.5W-4K	16
CFL Screw-in 18W	6PLH-840-BYP-R (2 or 4 Pin Bypass) Horiz x2	4
100W Med. Base	MST-FD15W27V50KBDB77-KN	1
Supply and install a total quantity of motion sensors throughout the (9) Sites		247

5.1.7. Lighting System Terms and Definitions

5.1.7.1. 2L FO28T8/850/XP/SS/ECO

- 5.1.7.1.1. 2 Lamp, Fluorescent Octron, lamp wattage, 8/8" diameter Lamp, 85 CRI (Color Rendering Index), 5000 Kelvin (Color), Extended Performance, Super Saver (4th generation), Ecologic

5.1.7.2. (2L)Lt8/840/12G-EB-AC(1) VE232MVHIPE

- 5.1.7.2.1. 2 Lamp, T8 LED lamp, lamp wattage, 8/8" diameter Lamp, 84 CRI (Color Rendering Index), 4000 Kelvin (Color), Electronic Ballast (4th generation)

- 5.1.7.3. INC Standard Incandescent style lamp
- 5.1.7.4. LED Light Emitting Diode technology
- 5.1.7.5. EB Electronic Ballast
- 5.1.7.6. CF Compact Fluorescent Lamp
- 5.1.7.7. MH Metal Halide
- 5.1.7.8. PS Pulse Start
- 5.1.7.9. HPS High Pressure Sodium lamp
- 5.1.7.10. MP Metalarc Pro-Tech lamp
- 5.1.7.11. MS Super Metalarc Lamp
- 5.1.7.12. PC Photocell
- 5.1.7.13. Flood A type of exterior lighting fixture possessing directional capabilities.

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 **Lightning 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)
(see attached)

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

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
Progress Payments	\$1,084,458.25	95%	Per Section 24 “Payment” in the Agreement. Design/Builder shall provide the District on monthly basis with an Application for Payment.
Retention	\$57,076.75	5%	Per Section 24 “Payment” in the Agreement.
PROJECT TOTAL:	\$1,141,535	100%	Per Section 24 “Payment” in the Agreement.

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.

ESTIMATED MILESTONE SCHEDULE	
MILESTONE	MILESTONE DATE
Notice to Proceed (“NTP”) Issued	NTP Date
Construction Mobilization	10 weeks after NTP Date
Completion as Defined in the Agreement	24 weeks after NTP Date

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: _____

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 _____ ("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.



BUSINESS SERVICES MEMORANDUM

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

FROM: Walter Con 
Assistant Superintendent, Business Services

BOARD MEETING DATE: April 10, 2018

BOARD AGENDA ITEM: AB1200 Public Disclosure of proposed Collective Bargaining Agreement – California School Employees Association and Management.

BACKGROUND: Before entering into a written agreement with a collective bargaining unit, all school districts must disclose at a public meeting, the costs that would be incurred in the current and subsequent two years as a result of the agreement. The Superintendent and Chief Business Official of the district must certify in writing that these costs can be met by the district during the term of the agreement.

Reference: AB 1200 (Chapter 1213/1991), GC 3540.2(a), GC 3547.5 and CCR, Title V and Section 15449.

RECOMMENDATION: It is recommended that the board approves the attached AB 1200 Disclosure as submitted.

FUNDING: As presented in the attached AB 1200 Disclosure.

PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
in accordance with AB 1200 (Chapter 1213/Statutes 1992), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5

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

The proposed agreement covers the period beginning: July 1, 2017 and ending: June 30, 2018
(date) (date)

The Governing Board will act upon this agreement on: April 11, 2018
(date)

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

Bargaining Unit Compensation All Funds - Combined		Fiscal Impact of Proposed Agreement <small>(Complete Years 2 and 3 for multiyear and overlapping agreements only)</small>			
		Annual Cost Prior to Proposed Settlement	Year 1 Increase/(Decrease) 2017-18	Year 2 Increase/(Decrease) 2018-19	Year 3 Increase/(Decrease) 2019-20
1. Salary Schedule Including Step and Column	\$ -		\$ -	\$ -	
		0.00%	0.00%	0.00%	
2. Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.		\$ 274,671	\$ -	\$ -	
Description of Other Compensation		\$1280/FTE: one time			
3. Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ -	\$ 67,089	\$ -	\$ -	
		0.00%	0.00%	0.00%	
4. Health/Welfare Plans	\$ -	\$ -	\$ -	\$ -	
5. Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5	\$ -	\$ 341,760	\$ -	\$ -	
		0.00%	0.00%	0.00%	
6. Total Number of Bargaining Unit Employees (Use FTEs if appropriate)	214.59				
7. Total Compensation Average Cost per Bargaining Unit Employee	\$ -	\$ 1,593	\$ -	\$ -	
		0.00%	0.00%	0.00%	

Orcutt Union School District
CSEA & MGMT

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

One time payment of \$1280/FTE in 17/18.

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

No.

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

None.

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits?
If yes, please describe the cap amount.

Yes No

Single: \$8,160, Two party: \$12,700, Family: \$17,779

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

None.

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

None.

Orcutt Union School District
CSEA & MGMT

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

No reopeners. Contract expires on June 30, 2018

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

Removal of contract language referencing a formula and specific health insurance plan.

F. Source of Funding for Proposed Agreement:

1. Current Year

Fund Balance

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

N/A

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

The source of funding is our base grant.

Orcutt Union School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Bargaining Unit: **Unrestricted General Fund**
CSEA & MGMT

Object Code		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (As of 03/14/2018)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	\$ 35,058,126		\$ -	\$ 35,058,126
Federal Revenue	8100-8299			\$ -	\$ -
Other State Revenue	8300-8599	\$ 1,700,267		\$ -	\$ 1,700,267
Other Local Revenue	8600-8799	\$ 1,447,805		\$ -	\$ 1,447,805
TOTAL REVENUES		\$ 38,206,198		\$ -	\$ 38,206,198
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 16,632,792	\$ 17,793	\$ 569,904	\$ 17,220,489
Classified Salaries	2000-2999	\$ 4,845,831	\$ 139,060		\$ 4,984,891
Employee Benefits	3000-3999	\$ 7,892,955	\$ 38,182	\$ 101,842	\$ 8,032,979
Books and Supplies	4000-4999	\$ 1,875,584		\$ -	\$ 1,875,584
Services, Other Operating Expenses	5000-5999	\$ 1,828,544		\$ -	\$ 1,828,544
Capital Outlay	6000-6999	\$ 349,601		\$ -	\$ 349,601
Other Outgo	7100-7299 7400-7499			\$ -	\$ -
Indirect/Direct Support Costs	7300-7399	\$ (116,219)		\$ -	\$ (116,219)
TOTAL EXPENDITURES		\$ 33,309,088	\$ 195,035	\$ 671,746	\$ 34,175,869
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ 6,000	\$ -	\$ -	\$ 6,000
Transfers Out and Other Uses	7600-7699	\$ 458,834	\$ -	\$ -	\$ 458,834
Contributions	8980-8999	\$ (4,580,980)	\$ -	\$ (124,414)	\$ (4,705,394)
OPERATING SURPLUS (DEFICIT)*		\$ (136,704)	\$ (195,035)	\$ (796,160)	\$ (1,127,899)
BEGINNING FUND BALANCE					
	9791	\$ 7,230,789			\$ 7,230,789
Prior-Year Adjustments/Restatements	9793/9795				\$ -
ENDING FUND BALANCE		\$ 7,094,085	\$ (195,035)	\$ (796,160)	\$ 6,102,890
COMPONENTS OF ENDING BALANCE:					
Nonspendable Amounts	9711-9719	\$ 30,500	\$ -	\$ -	\$ 30,500
Restricted Amounts	9740				
Committed Amounts	9750-9760		\$ -	\$ -	\$ -
Assigned Amounts	9780	\$ 5,674,895		\$ (1,021,097)	\$ 4,653,798
Reserve for Economic Uncertainties	9789	\$ 1,418,592	\$ -	\$ -	\$ 1,418,592
Unassigned/Unappropriated Amount	9790	\$ (29,902)	\$ (195,035)	\$ 224,937	\$ (0)

*Net Increase (Decrease) in Fund Balance

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

Orcutt Union School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund
CSEA & MGMT

Bargaining Unit:

Object Code		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (As of 03/14/2018)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	\$ 1,056,302		\$ -	\$ 1,056,302
Federal Revenue	8100-8299	\$ 1,866,694		\$ -	\$ 1,866,694
Other State Revenue	8300-8599	\$ 4,613,548		\$ -	\$ 4,613,548
Other Local Revenue	8600-8799	\$ 133,940		\$ -	\$ 133,940
TOTAL REVENUES		\$ 7,670,483		\$ -	\$ 7,670,483
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 3,231,922	\$ 6,400	\$ 48,013	\$ 3,286,335
Classified Salaries	2000-2999	\$ 1,674,185	\$ 54,707	\$ -	\$ 1,728,892
Employee Benefits	3000-3999	\$ 3,252,395	\$ 14,914	\$ 8,580	\$ 3,275,889
Books and Supplies	4000-4999	\$ 556,744		\$ -	\$ 556,744
Services, Other Operating Expenses	5000-5999	\$ 3,447,525			\$ 3,447,525
Capital Outlay	6000-6999	\$ 20,625		\$ -	\$ 20,625
Other Outgo	7100-7299 7400-7499	\$ -		\$ -	\$ -
Indirect/Direct Support Costs	7300-7399	\$ 39,671		\$ -	\$ 39,671
TOTAL EXPENDITURES		\$ 12,223,068	\$ 76,021	\$ 56,593	\$ 12,355,682
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ 8,200	\$ -	\$ -	\$ 8,200
Transfers Out and Other Uses	7600-7699	\$ 296,000	\$ -	\$ -	\$ 296,000
Contributions	8980-8999	\$ 4,580,980	\$ -	\$ 124,414	\$ 4,705,394
OPERATING SURPLUS (DEFICIT)*		\$ (259,405)	\$ (76,021)	\$ 67,821	\$ (267,605)
BEGINNING FUND BALANCE					
	9791	\$ 699,616			\$ 699,616
Prior-Year Adjustments/Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 440,211	\$ (76,021)	\$ 67,821	\$ 432,011
COMPONENTS OF ENDING BALANCE:					
Nonspendable Amounts	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts	9740	\$ 432,011	\$ -	\$ -	\$ 432,011
Committed Amounts	9750-9760				
Assigned Amounts	9780				
Reserve for Economic Uncertainties	9789		\$ -		\$ -
Unassigned/Unappropriated Amount	9790	\$ 8,200	\$ (76,021)	\$ 67,821	\$ 0

*Net Increase (Decrease) in Fund Balance

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

Orcutt Union School District

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

Bargaining Unit:

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 03/14/2018)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
LCFF Revenue 8010-8099	\$ 36,114,428		\$ -	\$ 36,114,428
Federal Revenue 8100-8299	\$ 1,866,694		\$ -	\$ 1,866,694
Other State Revenue 8300-8599	\$ 6,313,814		\$ -	\$ 6,313,814
Other Local Revenue 8600-8799	\$ 1,581,745		\$ -	\$ 1,581,745
TOTAL REVENUES	\$ 45,876,681		\$ -	\$ 45,876,681
EXPENDITURES				
Certificated Salaries 1000-1999	\$ 19,864,715	\$ 24,193	\$ 617,917	\$ 20,506,825
Classified Salaries 2000-2999	\$ 6,520,016	\$ 193,767	\$ -	\$ 6,713,783
Employee Benefits 3000-3999	\$ 11,145,350	\$ 53,096	\$ 110,422	\$ 11,308,868
Books and Supplies 4000-4999	\$ 2,432,328		\$ -	\$ 2,432,328
Services, Other Operating Expenses 5000-5999	\$ 5,276,069		\$ -	\$ 5,276,069
Capital Outlay 6000-6999	\$ 370,226		\$ -	\$ 370,226
Other Outgo 7100-7299 7400-7499	\$ -		\$ -	\$ -
Indirect/Direct Support Costs 7300-7399	\$ (76,548)		\$ -	\$ (76,548)
TOTAL EXPENDITURES	\$ 45,532,156	\$ 271,056	\$ 728,339	\$ 46,531,551
OTHER FINANCING SOURCES/USES				
Transfer In and Other Sources 8900-8979	\$ 14,200	\$ -	\$ -	\$ 14,200
Transfers Out and Other Uses 7600-7699	\$ 754,834	\$ -	\$ -	\$ 754,834
Contributions 8980-8999	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (396,109)	\$ (271,056)	\$ (728,339)	\$ (1,395,504)
BEGINNING FUND BALANCE				
9791	\$ 7,930,405			\$ 7,930,405
Prior-Year Adjustments/Restatements 9793/9795	\$ -			\$ -
ENDING FUND BALANCE	\$ 7,534,296	\$ (271,056)	\$ (728,339)	\$ 6,534,901
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts 9711-9719	\$ 30,500	\$ -	\$ -	\$ 30,500
Restricted Amounts 9740	\$ 432,011	\$ -	\$ -	\$ 432,011
Committed Amounts 9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ 5,674,895	\$ -	\$ (1,021,097)	\$ 4,653,798
Reserve for Economic Uncertainties 9789	\$ 1,418,592	\$ -	\$ -	\$ 1,418,592
Unassigned/Unappropriated Amount 9790	\$ (21,702)	\$ (271,056)	\$ 292,758	\$ (0)

*Net Increase (Decrease) in Fund Balance

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

Orcutt Union School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Fund 11 - Adult Education Fund**

Bargaining Unit:

CSEA & MGMT

		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (As of _____)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
Object Code					
REVENUES					
Federal Revenue	8100-8299	\$ -		\$ -	\$ -
Other State Revenue	8300-8599	\$ -		\$ -	\$ -
Other Local Revenue	8600-8799	\$ -		\$ -	\$ -
TOTAL REVENUES		\$ -		\$ -	\$ -
EXPENDITURES					
Certificated Salaries	1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries	2000-2999	\$ -	\$ -	\$ -	\$ -
Employee Benefits	3000-3999	\$ -	\$ -	\$ -	\$ -
Books and Supplies	4000-4999	\$ -		\$ -	\$ -
Services, Other Operating Expenses	5000-5999	\$ -		\$ -	\$ -
Capital Outlay	6000-6999	\$ -		\$ -	\$ -
Other Outgo	7100-7299 7400-7499	\$ -		\$ -	\$ -
Indirect/Direct Support Costs	7300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES		\$ -	\$ -	\$ -	\$ -
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ -	\$ -	\$ -	\$ -
BEGINNING FUND BALANCE					
	9791	\$ -			\$ -
Prior-Year Adjustments/Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ -	\$ -	\$ -	\$ -
COMPONENTS OF ENDING BALANCE:					
Nonspendable Amounts	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts	9740	\$ -	\$ -	\$ -	\$ -
Committed Amounts	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts	9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ -	\$ -	\$ -

*Net Increase (Decrease) in Fund Balance

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

Orcutt Union School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Fund 12 - Child Development Fund**

Bargaining Unit:

CSEA & MGMT

Object Code	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 03/14/2018)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES				
Federal Revenue	8100-8299	\$ -	\$ -	\$ -
Other State Revenue	8300-8599	\$ 207,527	\$ -	\$ 207,527
Other Local Revenue	8600-8799	\$ 100	\$ -	\$ 100
TOTAL REVENUES		\$ 207,627	\$ -	\$ 207,627
EXPENDITURES				
Certificated Salaries	1000-1999	\$ 3,528	\$ 32	\$ 3,560
Classified Salaries	2000-2999	\$ 122,408	\$ 4,198	\$ 126,606
Employee Benefits	3000-3999	\$ 52,129	\$ 1,062	\$ 53,191
Books and Supplies	4000-4999	\$ 19,725	\$ (5,292)	\$ 14,433
Services, Other Operating Expenses	5000-5999	\$ 2,566	\$ -	\$ 2,566
Capital Outlay	6000-6999	\$ -	\$ -	\$ -
Other Outgo	7100-7299	\$ 7,271	\$ -	\$ 7,271
	7400-7499	\$ -	\$ -	\$ -
Indirect/Direct Support Costs	7300-7399	\$ -	\$ -	\$ -
TOTAL EXPENDITURES		\$ 207,627	\$ 5,292	\$ (5,292)
OTHER FINANCING SOURCES/USES				
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ -	\$ (5,292)	\$ 5,292
BEGINNING FUND BALANCE				
	9791	\$ -	\$ -	\$ -
Prior-Year Adjustments/Restatements	9793/9795	\$ -	\$ -	\$ -
ENDING FUND BALANCE		\$ -	\$ (5,292)	\$ 5,292
COMPONENTS OF ENDING BALANCE:				
Nonspendable Amounts	9711-9719	\$ -	\$ -	\$ -
Restricted Amounts	9740	\$ -	\$ -	\$ -
Committed Amounts	9750-9760	\$ -	\$ -	\$ -
Assigned Amounts	9780	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ -	\$ (5,292)	\$ 5,292

*Net Increase (Decrease) in Fund Balance

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

Orcutt Union School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Fund 13/61 - Cafeteria Fund**

Bargaining Unit:

CSEA & MGMT

Object Code		Column 1	Column 2	Column 3	Column 4
		Latest Board- Approved Budget Before Settlement (As of 03/14/2018)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)
REVENUES					
LCFF Revenue	8010-8099	\$ -		\$ -	\$ -
Federal Revenue	8100-8299	\$ 1,270,000		\$ -	\$ 1,270,000
Other State Revenue	8300-8599	\$ 75,480		\$ -	\$ 75,480
Other Local Revenue	8600-8799	\$ 674,000		\$ -	\$ 674,000
TOTAL REVENUES		\$ 2,019,480		\$ -	\$ 2,019,480
EXPENDITURES					
Certificated Salaries	1000-1999	\$ -	\$ -	\$ -	\$ -
Classified Salaries	2000-2999	\$ 738,606	\$ 27,208	\$ -	\$ 765,814
Employee Benefits	3000-3999	\$ 277,120	\$ 6,848	\$ -	\$ 283,968
Books and Supplies	4000-4999	\$ 949,875		\$ -	\$ 949,875
Services, Other Operating Expenses	5000-5999	\$ 28,812		\$ -	\$ 28,812
Capital Outlay	6000-6999	\$ 5,000		\$ -	\$ 5,000
Other Outgo	7100-7299 7400-7499	\$ 69,277		\$ -	\$ 69,277
Indirect/Direct Support Costs	7300-7399	\$ -		\$ -	\$ -
TOTAL EXPENDITURES		\$ 2,068,690	\$ 34,056	\$ -	\$ 2,102,746
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ 8,200	\$ -	\$ -	\$ 8,200
OPERATING SURPLUS (DEFICIT)*		\$ (57,410)	\$ (34,056)	\$ -	\$ (91,466)
BEGINNING FUND BALANCE					
	9791	\$ 1,364,335			\$ 1,364,335
Prior-Year Adjustments/Restatements	9793/9795	\$ -			\$ -
ENDING FUND BALANCE		\$ 1,306,925	\$ (34,056)	\$ -	\$ 1,272,869
COMPONENTS OF ENDING BALANCE:					
Nonspendable Amounts	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts	9740	\$ -	\$ -	\$ -	\$ -
Committed Amounts	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts	9780	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ 1,306,925	\$ (34,056)	\$ -	\$ 1,272,869

*Net Increase (Decrease) in Fund Balance

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

Orcutt Union School District

G. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGETEnter Fund: **Fund 09**Bargaining Unit: **CSEA & MGMT**

Object Code	Column 1	Column 2	Column 3	Column 4	
	Latest Board- Approved Budget Before Settlement (As of 03/14/2018)	Adjustments as a Result of Settlement (compensation)	Other Revisions (agreement support and/or other unit agreement) Explain on Page 4i	Total Revised Budget (Columns 1+2+3)	
REVENUES					
Federal Revenue	8100-8299	\$ 3,145	\$ -	\$ 3,145	
Other State Revenue	8300-8599	\$ 7,354,028	\$ -	\$ 7,354,028	
Other Local Revenues	8600-8799	\$ 255,251	\$ -	\$ 255,251	
TOTAL REVENUES		\$ 7,612,424	\$ -	\$ 7,612,424	
EXPENDITURES					
Certificated Salaries	1000-1999	\$ 3,093,107	\$ 3,840	\$ 66,216	\$ 3,163,163
Classified Salaries	2000-2999	\$ 518,715	\$ 21,434	\$ -	\$ 540,149
Employee Benefits	3000-3999	\$ 1,507,757	\$ 6,081	\$ 11,833	\$ 1,525,671
Books and Supplies	4000-4999	\$ 572,394	\$ -	\$ -	\$ 572,394
Services, Other Operating Expenses	5000-5999	\$ 2,513,456	\$ -	\$ -	\$ 2,513,456
Capital Outlay	6000-6999	\$ 8,500	\$ -	\$ -	\$ 8,500
Other Outgo	7100-7299 7400-7499	\$ -	\$ -	\$ -	\$ -
Indirect/Direct Support Costs	7300-7399	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES		\$ 8,213,928	\$ 31,355	\$ 78,049	\$ 8,323,332
OTHER FINANCING SOURCES/USES					
Transfers In and Other Sources	8900-8979	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses	7600-7699	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*		\$ (601,505)	\$ (31,355)	\$ (78,049)	\$ (710,909)
BEGINNING FUND BALANCE					
Prior-Year Adjustments/Restatements	9791	\$ 1,408,412	\$ -	\$ -	\$ 1,408,412
	9793/9795	\$ -	\$ -	\$ -	\$ -
ENDING FUND BALANCE		\$ 806,907	\$ (31,355)	\$ (78,049)	\$ 697,503
COMPONENTS OF ENDING BALANCE:					
Nonspendable Amounts	9711-9719	\$ -	\$ -	\$ -	\$ -
Restricted Amounts	9740	\$ 959	\$ -	\$ -	\$ 959
Committed Amounts	9750-9760	\$ -	\$ -	\$ -	\$ -
Assigned Amounts	9780	\$ 805,948	\$ (109,404)	\$ -	\$ 696,544
Reserve for Economic Uncertainties	9789	\$ -	\$ -	\$ -	\$ -
Unassigned/Unappropriated Amount	9790	\$ 0	\$ 78,049	\$ (78,049)	\$ 0

*Net Increase (Decrease) in Fund Balance

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

Orcutt Union School District
CSEA & MGMT

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

Page 4a: Unrestricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ 671,746	OEA settlement costs
Other Financing Sources/Uses	\$ (124,414)	additional contribution to restricted

Page 4b: Restricted General Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ 56,593	OEA settlement costs
Other Financing Sources/Uses	\$ 124,414	additional contribution from unrestricted

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

Page 4e: Fund 12 - Child Development Fund	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ (5,292)	decrease obj. 4xxx expenditures to cover one time payment
Other Financing Sources/Uses	\$ -	

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

Page 4g: Other	Amount	Explanation
Revenues	\$ -	
Expenditures	\$ 78,049	decrease reserve in Fund 09 to cover one time payment
Other Financing Sources/Uses	\$ -	

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

Additional Comments:



Orcutt Union School District

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

Bargaining Unit:

CSEA & MGMT

Object Code	2017-18	2018-19	2019-20
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 35,058,126	\$ 36,947,507	\$ 37,846,390
Federal Revenue 8100-8299	\$ -	\$ -	\$ -
Other State Revenue 8300-8599	\$ 1,700,267	\$ 2,320,105	\$ 1,056,620
Other Local Revenue 8600-8799	\$ 1,447,805	\$ 1,447,805	\$ 1,447,805
TOTAL REVENUES	\$ 38,206,198	\$ 40,715,417	\$ 40,350,815
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 17,220,489	\$ 16,841,473	\$ 17,050,433
Classified Salaries 2000-2999	\$ 4,984,891	\$ 4,905,336	\$ 4,955,223
Employee Benefits 3000-3999	\$ 8,032,979	\$ 8,474,804	\$ 8,976,769
Books and Supplies 4000-4999	\$ 1,875,584	\$ 3,526,289	\$ 2,431,731
Services, Other Operating Expenses 5000-5999	\$ 1,828,544	\$ 1,667,447	\$ 1,756,681
Capital Outlay 6000-6999	\$ 349,601	\$ 166,601	\$ 166,601
Other Outgo 7100-7299 7400-7499	\$ -	\$ -	
Indirect/Direct Support Costs 7300-7399	\$ (116,219)	\$ (116,219)	\$ (116,219)
Other Adjustments			\$ -
TOTAL EXPENDITURES	\$ 34,175,869	\$ 35,465,731	\$ 35,221,218
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ 6,000	\$ 6,000	\$ 6,000
Transfers Out and Other Uses 7600-7699	\$ 458,834	\$ 481,776	\$ 505,864
Contributions 8980-8999	\$ (4,705,394)	\$ (4,963,473)	\$ (5,170,825)
OPERATING SURPLUS (DEFICIT)*	\$ (1,127,899)	\$ (189,562)	\$ (541,093)
BEGINNING FUND BALANCE			
9791	\$ 7,230,789	\$ 6,102,890	\$ 5,913,328
Prior-Year Adjustments/Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 6,102,890	\$ 5,913,328	\$ 5,372,235
COMPONENTS OF ENDING BALANCE:			
Nonspendable Amounts 9711-9719	\$ 30,500	\$ 30,500	\$ 30,500
Restricted Amounts 9740			
Committed Amounts 9750-9760	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ 4,653,798	\$ 4,452,275	\$ 3,910,459
Reserve for Economic Uncertainties 9789	\$ 1,418,592	\$ 1,430,553	\$ 1,431,276
Unassigned/Unappropriated Amount 9790	\$ (0)	\$ (0)	\$ (0)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Orcutt Union School District

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

Bargaining Unit:

CSEA & MGMT

Object Code	2017-18	2018-19	2019-20
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 1,056,302	\$ 1,056,302	\$ 1,056,302
Federal Revenue 8100-8299	\$ 1,866,694	\$ 1,664,025	\$ 1,654,910
Other State Revenue 8300-8599	\$ 4,613,548	\$ 3,937,294	\$ 3,969,431
Other Local Revenue 8600-8799	\$ 133,940	\$ 118,732	\$ 118,732
TOTAL REVENUES	\$ 7,670,483	\$ 6,776,353	\$ 6,799,376
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 3,286,335	\$ 3,273,827	\$ 3,318,575
Classified Salaries 2000-2999	\$ 1,728,892	\$ 1,708,572	\$ 1,742,033
Employee Benefits 3000-3999	\$ 3,275,889	\$ 3,514,949	\$ 3,623,438
Books and Supplies 4000-4999	\$ 556,744	\$ 399,296	\$ 389,360
Services, Other Operating Expenses 5000-5999	\$ 3,447,525	\$ 2,477,841	\$ 2,536,856
Capital Outlay 6000-6999	\$ 20,625	\$ 18,000	\$ 18,000
Other Outgo 7100-7299 7400-7499	\$ -	\$ -	\$ -
Indirect/Dirrect Support Costs 7300-7399	\$ 39,671	\$ 39,671	\$ 39,671
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 12,355,682	\$ 11,432,156	\$ 11,667,933
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ 8,200	\$ 8,200	\$ 8,200
Transfers Out and Other Uses 7600-7699	\$ 296,000	\$ 305,442	\$ 314,178
Contributions 8980-8999	\$ 4,705,394	\$ 4,963,473	\$ 5,170,825
OPERATING SURPLUS (DEFICIT)*	\$ (267,605)	\$ 10,428	\$ (3,710)
BEGINNING FUND BALANCE 9791	\$ 699,616	\$ 432,011	\$ 442,439
Prior-Year Adjustments/Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 432,011	\$ 442,439	\$ 438,728
COMPONENTS OF ENDING BALANCE:			
Nonspendable Amounts 9711-9719	\$ -	\$ -	\$ -
Restricted Amounts 9740	\$ 432,011	\$ 442,439	\$ 438,728
Committed Amounts 9750-9760			
Assigned Amounts 9780			
Reserve for Economic Uncertainties 9789	\$ -	\$ -	
Unassigned/Unappropriated Amount 9790	\$ 0	\$ (0)	\$ 0

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Orcutt Union School District

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

Bargaining Unit:

CSEA & MGMT

Object Code	2017-18	2018-19	2019-20
	Total Revised Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
LCFF Revenue 8010-8099	\$ 36,114,428	\$ 38,003,809	\$ 38,902,692
Federal Revenue 8100-8299	\$ 1,866,694	\$ 1,664,025	\$ 1,654,910
Other State Revenue 8300-8599	\$ 6,313,814	\$ 6,257,399	\$ 5,026,051
Other Local Revenue 8600-8799	\$ 1,581,745	\$ 1,566,538	\$ 1,566,537
TOTAL REVENUES	\$ 45,876,681	\$ 47,491,770	\$ 47,150,190
EXPENDITURES			
Certificated Salaries 1000-1999	\$ 20,506,825	\$ 20,115,301	\$ 20,369,008
Classified Salaries 2000-2999	\$ 6,713,783	\$ 6,613,908	\$ 6,697,256
Employee Benefits 3000-3999	\$ 11,308,868	\$ 11,989,753	\$ 12,600,206
Books and Supplies 4000-4999	\$ 2,432,328	\$ 3,925,585	\$ 2,821,091
Services, Other Operating Expenses 5000-5999	\$ 5,276,069	\$ 4,145,288	\$ 4,293,537
Capital Outlay 6000-6999	\$ 370,226	\$ 184,601	\$ 184,601
Other Outgo 7100-7299	\$ -	\$ -	\$ -
7400-7499			
Indirect/Direct Support Costs 7300-7399	\$ (76,548)	\$ (76,548)	\$ (76,548)
Other Adjustments		\$ -	\$ -
TOTAL EXPENDITURES	\$ 46,531,551	\$ 46,897,887	\$ 46,889,151
OTHER FINANCING SOURCES/USES			
Transfers In and Other Sources 8900-8979	\$ 14,200	\$ 14,200	\$ 14,200
Transfers Out and Other Uses 7600-7699	\$ 754,834	\$ 787,218	\$ 820,043
Contributions 8980-8999	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)*	\$ (1,395,504)	\$ (179,135)	\$ (544,803)
BEGINNING FUND BALANCE			
9791	\$ 7,930,405	\$ 6,534,901	\$ 6,355,766
Prior-Year Adjustments/Restatements 9793/9795	\$ -		
ENDING FUND BALANCE	\$ 6,534,901	\$ 6,355,766	\$ 5,810,963
COMPONENTS OF ENDING BALANCE:			
Nonspendable Amounts 9711-9719	\$ 30,500	\$ 30,500	\$ 30,500
Restricted Amounts 9740	\$ 432,011	\$ 442,439	\$ 438,728
Committed Amounts 9750-9760	\$ -	\$ -	\$ -
Assigned Amounts 9780	\$ 4,653,798	\$ 4,452,275	\$ 3,910,459
Reserve for Economic Uncertainties 9789	\$ 1,418,592	\$ 1,430,553	\$ 1,431,276
Unassigned/Unappropriated Amount 9790	\$ (0)	\$ (1)	\$ (0)

*Net Increase (Decrease) in Fund Balance

NOTE: 9790 amounts must be positive

Orcutt Union School District
CSEA & MGMT

I. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2017-18	2018-19	2019-20
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 47,286,385	\$ 47,685,105	\$ 47,709,194
b.	Less: Special Education Pass-Through Funds	\$ -	\$ -	\$ -
c.	Net Expenditures, Transfers Out, and Uses	\$ 47,286,385	\$ 47,685,105	\$ 47,709,194
d.	State Standard Minimum Reserve Percentage for this District Enter percentage →	3.00%	3.00%	3.00%
e.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, or \$50,000)	\$ 1,418,592	\$ 1,430,553	\$ 1,431,276

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

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 1,418,592	\$ 1,430,553	\$ 1,431,276
b.	General Fund Budgeted Unrestricted Unassigned/Unappropriated Amount (9790)	\$ (0)	\$ (0)	\$ (0)
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)		\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unassigned/Unappropriated Amount (9790)	\$ -	\$ -	\$ -
e.	Total Available Reserves	\$ 1,418,592	\$ 1,430,553	\$ 1,431,276
f.	Reserve for Economic Uncertainties Percentage	3.00%	3.00%	3.00%

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

2017-18	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2018-19	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
2019-20	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

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

N/A

Orcutt Union School District
CSEA & MGMT

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

Total Compensation Increase/(Decrease) on Page 1, Section A, #5	\$	341,760
General Fund balance Increase/(Decrease), Page 4c, Column 2	\$	(271,056)
Adult Education Fund balance Increase/(Decrease), Page 4d, Column 2	\$	-
Child Development Fund balance Increase/(Decrease), Page 4e, Column 2	\$	(5,292)
Cafeteria Fund balance Increase/(Decrease), Page 4f, Column 2	\$	(34,056)
Other Fund balance Increase/(Decrease), Page 4g, Column 2	\$	(31,355)
Other Fund balance Increase/(Decrease), Page 4h, Column 2	\$	-
Total all fund balances Increase/(Decrease) as a result of the settlement(s)	\$	(341,759)

Variance \$ 1

Variance Explanation:

Rounding issue

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

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

General Fund Combined	Surplus/ (Deficit)	(Deficit) %	Deficit primarily due to:
Current FY Surplus/(Deficit) before settlement(s)?	\$ (396,109)	(0.9%)	
Current FY Surplus/(Deficit) after settlement(s)?	\$ (1,395,504)	(3.0%)	
1st Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ (179,135)	(0.4%)	
2nd Subsequent FY Surplus/(Deficit) after settlement(s)?	\$ (544,803)	(1.1%)	

Deficit Reduction Plan (as necessary):

The Governor's recently released budget will take care of our deficit for 2018-19 and 2019-2020. In addition, we are purchasing textbooks in 18/19 and 19/20 in the amount of \$800,000 and \$1,000,000 respectively. We do not anticipate additional textbook purchases in the near future.

Were "Other Adjustments" amount(s) entered in the multiyear projections (pages 5a and 5b) for 1st and 2nd

7. Subsequent FY?

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

MYP	Amount	"Other Adjustments" Explanation
1st Subsequent FY Unrestricted, Page 5a	\$ -	
1st Subsequent FY Restricted, Page 5b	\$ -	
2nd Subsequent FY Unrestricted, Page 5a	\$ -	
2nd Subsequent FY Restricted, Page 5b	\$ -	

CSEA & MGMT

J. COMPARISON OF PROPOSED CHANGE IN TOTAL COMPENSATION TO CHANGE IN LCFF FUNDING FOR THE NEGOTIATED PERIOD

The purpose of this form is to determine if the district has entered into bargaining agreements that would result in salary increases that are expected to exceed the projected increase in LCFF funding.

(fill out columns for which there is an agreement)

	Prior Year	2017-18	2018-19	2019-20
a. LCFF Funding per ADA	8,033.00	8,230.00		
b. Amount Change from Prior Year Funding per ADA	197.00	-		
c. Percentage Change from Prior Year Funding per ADA	2.45%	0.00%		
d. Total Compensation Amount Change (from Page 1, Section A, Line 5)	341,760.00	-		
e. Total Compensation Percentage Change (from Page 1, Section A, Line 5)	0.00%	0.00%		
f. Proposed agreement is within/exceeds change in LCFF Funding (f vs. e)		-	-	-

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

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

In accordance with the requirements of Government Code Sections 3540.2 and 3547.5, the Superintendent and Chief Business Official of the Orcutt Union Elementary School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from July 1, 2017 to June 30, 2018.

Board Actions

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

Current Year

Budget Adjustment Categories:

Revenues/Other Financing Sources
 Expenditures/Other Financing Uses
 Ending Balance(s) Increase/(Decrease)

	Budget Adjustment Increase/(Decrease)
\$	-
\$	1,142,855
\$	(1,142,855)

Subsequent Years

Budget Adjustment Categories:

Revenues/Other Financing Sources
 Expenditures/Other Financing Uses
 Ending Balance(s) Increase/(Decrease)

	Budget Adjustment Increase/(Decrease)
\$	-
\$	-

Budget Revisions

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

Assumptions

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

Certifications

I hereby certify I am unable to certify

Deborah L. Brown
 District Superintendent
 (Signature)

03/26/18
 Date

I hereby certify I am unable to certify

[Signature]
 Chief Business Official
 (Signature)

3/26/18
 Date

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

Orcutt Union School District
CSEA & MGMT

Assumptions and Explanations (enter or attach documentation)

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

Adjusted the assignment for the current year and decreased the reserve for deficit spending in order to accommodate the settlement agreement.

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

Adjustments were made to the contribution amounts to restricted to balance: decreased in current and out years.

L. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Sections 3540.2(a) and 3547.5.

Orcutt Union Elementary School District

District Name

District Superintendent
(Signature)

Date

Contact Person

Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on April 11, 2018, took action to approve the proposed agreement with the California School Employees Association and its Orcutt Chapter 255, and the Management Employees of the Orcutt Union School District.

President (or Clerk), Governing Board
(Signature)

Date

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



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

TO: Dr. Deborah Blow, Superintendent

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

BOARD MEETING DATE: April 11, 2018

BOARD AGENDA ITEM: Board Policy 6142.7

PHYSICAL EDUCATION AND ACTIVITY

BACKGROUND: Policy updated to bring it into compliance with requirements for Federal Program Monitoring.

RECOMMENDATION: It is recommended that the Board of Trustees approve the proposed revisions to BP 6142.7.

FUNDING: No funding implications.

Instruction

PHYSICAL EDUCATION AND ACTIVITY

The Board of Trustees recognizes the positive benefits of physical activity on student health and academic achievement. The district shall provide all students the opportunity to be physically active on a regular basis through high-quality physical education instruction and may provide additional opportunities for physical activity throughout the school day. The district's physical education and activity programs shall encourage lifelong fitness.

(cf. 5030 - Student Wellness)
(cf. 6142.8 - Comprehensive Health Education)

The district's physical education program shall provide a developmentally appropriate sequence of instruction aligned with the state's model content standards and curriculum framework. ~~The Superintendent or designee shall ensure that the district's program provides students with equal opportunities for instruction and participation regardless of gender in accordance with law.~~

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 6011 - Academic Standards)
(cf. 6143 - Courses of Study)

The overall course of study for grades 9-12 shall include the effects of physical activity upon dynamic health, the mechanics of body movement, aquatics, gymnastics and tumbling, individual and dual sports, rhythms and dance, team sports, and combatives.
(Education Code 33352; 5 CCR 10060)

The Board shall approve the courses in grades 9-12 for which physical education credit may be granted.

(cf. 6146.1 - High School Graduation Requirements)
(cf. 6146.11 - Alternative Credits Toward Graduation)

The district's physical education program shall engage students in moderate to vigorous physical activity, as defined in the accompanying administrative regulation, for at least 50 percent of class or session time. The Superintendent or designee shall develop strategies to monitor the amount of moderate to vigorous physical activity that takes place in the physical education instructional program.

The Superintendent or designee shall ensure that the district's program provides students with equal opportunities for instruction and participation regardless of gender in accordance with law.

All physical education classes shall be conducted in the coeducational, inclusive manner prescribed by law. LEAs must provide instruction in physical education that provides equal access and equal opportunities for participation for all students in grades one through twelve, inclusive, regardless of gender or sexual orientation. (EC §§ 221.5(f), 33352[b][8]; 5 CCR §§ 4930, 4931, 4940; Title IX 106.33, 106.34)

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

Students with disabilities shall be provided instruction in physical education in accordance with their individualized education program or Section 504 accommodation plan.

(cf. 6159 - Individualized Education Program)
(cf. 6164.6 - Identification and Education Under Section 504)

During air pollution episodes, extreme weather, or other inclement conditions, physical education staff shall make appropriate adjustments to the program or shall seek alternative indoor space to enable students to participate in active physical education.

(cf. 3514 - Environmental Safety)
(cf. 5141.7 - Sun Safety)

Staffing

Physical education instruction shall be delivered by appropriately credentialed teachers who may be assisted by instructional aides, ~~and~~ paraprofessionals **and/or volunteers**.

(cf. 1240 - Volunteer Assistance)
(cf. 4112.2 - Certification)
(cf. 4222 - Teacher Aides/Paraprofessionals)

The district shall provide physical education teachers with continuing professional development, including classroom management and instructional strategies designed to keep students engaged and active and to enhance the quality of physical education instruction and assessment.

(cf. 4131 - Staff Development)
(cf. 5121 - Grades/Evaluation of Student Achievement)

Physical Fitness Testing

The Superintendent or designee shall annually administer the physical fitness test designated by the State Board of Education (**FITNESSGRAM**) to students in grades 5, 7, and 9. (Education Code 60800; 5 CCR 1041)

Temporary Exemptions

The Superintendent or designee may grant a temporary exemption from physical education under either of the following conditions: (Education Code 51241)

1. The student is ill or injured and a modified program to meet his/her needs cannot be provided.
2. The student is enrolled for one-half time or less.

Two-Year Exemptions

With the student's consent, the Superintendent or designee may exempt a student from physical education courses for any two years during grades 10-12 provided that the student has satisfactorily met at least five of the six standards of the ~~state's physical fitness test~~ **FITNESSGRAM** in grade 9. (Education Code 51241)

PHYSICAL EDUCATION AND ACTIVITY

BP 6142.7 (c)

Upon request by students and/or their parents/guardians, the Superintendent or designee may administer the physical fitness test to students in grades 10-12 who need to pass the test in order to qualify for a two-year exemption from physical education courses.

Students in grades 10-12 who have been granted a two-year exemption shall be offered a variety of elective physical education courses of not less than 400 minutes each 10 school days. (Education Code 51222)

Such students shall not be permitted to attend fewer total hours of courses and classes than they would have attended if enrolled in a physical education course. (Education Code 51241)

(cf. 6112 – School Day)

Permanent Exemptions

The Superintendent or designee may grant a permanent exemption from physical education to students under any of the following conditions: (Education Code 51241)

1. The student is age 16 years or older and has been enrolled in grade 10 for one or more academic years. **However, such a student shall not be permitted to attend fewer total hours of courses and classes than he/she would have attended if enrolled in a physical education course.**
2. The student is enrolled as a postgraduate student.
3. The student is enrolled in a juvenile home, ranch, camp, or forestry camp school with scheduled recreation and exercise.

Other Exemptions

The Superintendent or designee may grant an exemption from physical education under the following special circumstances:

1. **When the student is in any of grades 10-12 and is excused for up to 24 clock hours in order to participate in automobile driver training. However, any such student shall attend a minimum of 7,000 minutes of physical education instruction during the school year. (Education Code 51222)**

2. The student in grades 10-12 attends a regional occupational center or program and, **because of the travel time involved, would experience hardship to attend physical education courses.** ~~attendance in physical education courses results in hardship because of the travel time involved.~~ **Any such student shall have a minimum school day of 180 minutes.** (Education Code 52316)
3. The student is in high school and is engaged in a regular school-sponsored interscholastic athletic program carried on wholly or partially after regular school hours. (Education Code 51242)

(cf. 6145.2 - Athletic Competition)

~~Additional Opportunities for Physical Activity~~

~~The Superintendent or designee may develop strategies to supplement physical education instruction with additional opportunities for students to be physically active before, during, and after the school day.~~

~~(cf. 1330.1 - Joint Use Agreements)
 (cf. 5142.2 - Safe Routes to School Program)
 (cf. 5148 - Child Care and Development Program)
 (cf. 5148.2 - Before/After School Program)
 (cf. 6145 - Extracurricular and Cocurricular Activities)
 (cf. 6145.5 - Student Organizations and Equal Access)~~

Program Evaluation

The Superintendent or designee shall annually report to the Board ~~the results of the state physical fitness testing for each school and~~ **each school's FITNESSGRAM results for each** applicable grade level. He/she shall also report to the Board regarding the number of instructional minutes offered in physical education for each grade level, the number of two-year and permanent exemptions granted pursuant to Education Code 51241, and any other data agreed upon by the Board and the Superintendent or designee to evaluate program quality and the effectiveness of the district's program in meeting goals for physical activity.

(cf. 0500 - Accountability)
 (cf. 6190 - Evaluation of the Instructional Program)

Legal Reference:

EDUCATION CODE

33126 School accountability report card
 33350-33354 CDE responsibilities re: physical education
 35256 School accountability report card
 49066 Grades; physical education class
 51210 Course of study, grades 1-6
 51220 Course of study, grades 7-12
 51222 Physical education
 51223 Physical education, elementary schools
 51241 Temporary, two-year or permanent exemption from physical education
 51242 Exemption from physical education for athletic program participants
 52316 Excuse from attending physical education classes

60800 Physical performance test
CODE OF REGULATIONS, TITLE 5
1040-1048 Physical performance test
3051.5 Adapted physical education for individuals with exceptional needs
10060 Criteria for high school physical education programs
UNITED STATES CODE, TITLE 29
794 Rehabilitation Act of 1973, Section 504
UNITED STATES CODE, TITLE 42
1751 Note Local wellness policy
ATTORNEY GENERAL OPINIONS
53 Ops.Cal.Atty.Gen. 230 (1970)
COURT DECISIONS
Doe v. Albany Unified School District (2010) 190 Cal.App.4th 668
Cal200 et al. v. San Francisco Unified School District et al. (2013), San Francisco Superior Court, Case No. CGC-13-534975
Cal200 et al. v. Oakland Unified School District et al. (San Francisco Superior Court, Case No. CPF-14-513959

Management Resources:

CSBA PUBLICATIONS

Districts at Risk from Lawsuits Regarding PE Instructional Minute Requirement, Legal Alert, May 2015
Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, 2012
Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. 2012
Active Bodies, Active Minds: Physical Activity and Academic Achievement, Fact Sheet, February 2010
Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, Policy Brief, rev. February 2010
Maximizing Opportunities for Physical Activity During the School Day, Fact Sheet, November 2009
Moderate to Vigorous Physical Activity in Physical Education to Improve Health and Academic Outcomes, Fact Sheet, November 2009
~~Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009~~
~~Physical Education and California Schools, Policy Brief, rev. October 2007~~
~~Monitoring for Success: Student Wellness Policy Implementation Monitoring Report and Guide, 2007~~
~~Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006~~
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Physical Education Framework for California Public Schools: Kindergarten Through Grade 12, 2009
Physical Education Model Content Standards for California Public Schools: Kindergarten Through Grade 12, January 2005

Adapted Physical Education Guidelines for California Schools, 2003

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

~~School Health Index for Physical Activity and Healthy Eating: A Self-Assessment and Planning Guide for Elementary and Middle/High Schools, 2000~~

School Health Index (SHI): Self-Assessment and Planning Guide 2014

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

The Administrator's Assignment Manual, 2007

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS

2008 Physical Activity Guidelines for Americans, October 2008

WEB SITES

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

California Department of Education, Physical Fitness Testing: <http://www.cde.ca.gov/ta/tg/pf>

California Healthy Kids Resource Center: <http://www.californiahealthykids.org>

California Project LEAN (Leaders Encouraging Activity and Nutrition): <http://www.californiaprojectlean.org>

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

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

Educational Data System, California physical fitness: <http://www.eddata.com/projects/current/cpf>

Healthy People 2010: <http://www.healthypeople.gov>

National Association for Sport and Physical Education: <http://www.aahperd.org/naspe>

President's Council on Physical Fitness and Sports: <http://www.fitness.gov>

The California Endowment: <http://www.calendow.org>

U.S. Department of Health and Human Services: <http://www.health.gov>

Policy Adopted (~~3/11/09~~) ~~9/8/10~~ 04/11/18

ORCUTT UNION SCHOOL DISTRICT
Orcutt, California



Educational Services

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

To: Dr. Deborah Blow, Superintendent

From: Holly Edds, Assistant Superintendent, Educational Services

Board Meeting Date: April 11, 2018

Board Agenda Item: Approval of Staff to Attend DIBELS Super Institute and Mentor Summit (Out of State Travel)

Background: Orcutt USD has been using DIBELS as one of our reading assessments for all students in grade K-3, and students possibly at risk for reading difficulties in grades 4-6. These data have been invaluable as our teachers plan instruction, monitor student progress in reading, plan for and deliver targeted instruction, and screen for dyslexia. One member of the Educational Services Team attended this institute last summer and found it very valuable. This request is for her to return with 3 more Teachers on Special Assignment to attend the DIBELS Super Institute and Mentor Summit where the DIBELS authors will present information on the DIBELS assessment, interpreting DIBELS data, how to use the data to target instruction, vocabulary and comprehension strategies, effective teaching of reading, and information on DIBELS Math. As we continue our focus on assuring our assessments are reliably administered, it is important for more TOSAs to be able to train teachers and staff, know how to use and interpret data, and look at further uses of the DIBELS assessments.

This is the only institute that is offered by the authors of DIBELS and therefore the only opportunity available to receive this training.

Recommendation: Staff recommends the Board of Trustees approve the travel request for Tammy Hart, Karen Cornwell, Cathy Lake, and Christy Callaghan to attend the DIBELS Super Institute and Mentor Summit in Las Vegas July 9-12, 2018.

Funding: The total cost for all 4 attendees is estimated to be \$7,800 which includes registration, travel, and accommodations.



BOARD OF TRUSTEES

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District Superintendent
WALTER CON
Assistant Superintendent
HOLLY EDDS, Ed.D.
Assistant Superintendent
DON NICHOLSON
Assistant Superintendent
KIRBY FELL
Chief Technology Officer

Where a Dedicated Staff Means
KIDS COME FIRST

TO: Dr. Deborah Blow, Superintendent
Board of Trustees

FROM: Susan Salucci, Asst. Supt. of Human Resources

BOARD MEETING DATE: April 11, 2018

BOARD AGENDA ITEM: Ratification of Agreement with California School Employees Association (CSEA)

BACKGROUND: The District has reached tentative agreement with classified employees for the 2017/2018 school year. Supporting documentation is attached. Additional details of the agreement can be found in the *AB1200 Public Disclosure of Proposed Collective Bargaining Agreement* in the Business section of tonight's agenda.

RECOMMENDATION: It is recommended that the Board of Trustees ratify the negotiated agreement with California School Employees Association (CSEA).

FINANCIAL IMPACT:

Increased cost to the District is:	One Time	Ongoing	Total
	\$289,455	0.00	\$289,455

The increased costs apply to the General Fund, Charter Fund, Child Development Fund (Preschool), and the Cafeteria Fund.



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BOARD OF TRUSTEES

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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

MEMORANDUM OF UNDERSTANDING
between the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and ITS ORCUTT CHAPTER 255
and the
ORCUTT UNION SCHOOL DISTRICT
February 14, 2018

The following Agreement represents the full and complete agreement of the California School Employees Association and its Orcutt Chapter #255 (hereafter "Association") and the Orcutt Union School District (hereafter "District") regarding compensation for the 2017/2018 school year.


The parties agree to the following terms:

1. A one-time "off schedule" salary payment of \$1280.00 per full time employee. Salary payment will be prorated for part-time employees.
2. The parties agree to the attached Tentative Agreement regarding Health/Welfare language in Article 15.

This Agreement becomes final upon ratification of the Association membership and adoption by the Orcutt Union School District Board of Trustees.

Dated: February 23, 2018


Dr. Debbie Blow, Superintendent


CSEA Representative
Orcutt Chapter #255

TENTATIVE AGREEMENT
BY AND BETWEEN THE
ORCUTT UNION SCHOOL DISTRICT
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS ORCUTT CHAPTER #255

This Tentative Agreement (TA), is reached by and between the Orcutt Union School District (District) and the California School Employees Association and its Orcutt Chapter #255 (CSEA or Association) on 02/23/18.

15.1 ~~For the 2016/2017 school year,~~ **Effective July 1, 2017,** the District agrees to **contribute to** ~~provide health insurance (reference Appendix F). During the 2016/2017 school year the District will contribute the premium cost for single coverage of the bargaining unit member and eighty percent (80%) of the two party and family coverage, with the remaining twenty percent (20%) of premium cost payable by the bargaining unit member.~~ **for the health insurance costs of bargaining unit members up to \$8160.00 for those who elect single coverage, up to \$12,700.00 for those who elect two party coverage, and up to \$17,779.00 for those who elect family coverage.** In addition, for the 2016/2017 school year, the District agrees to provide dental (Incentive or PPO through Delta Dental) and vision care (Vision Service Plan) through SISC. It is agreed that the District's premium payment for dental is limited to that for the single rate for Delta Premier/Incentive and that the District's premium payment for VSP (Vision Service Plan) including dependent coverage is limited to that for the single rate. ~~The District's contribution for single, two party, and family coverage beyond 2016/2017 shall remain at the same dollar amount as in 2016/2017.~~ The District's contribution is negotiable as part of total compensation. The parties mutually understand that payment of the health benefit premiums is compensation provided by the District to each unit member.

For the District


Dr. Debbie Blow, Superintendent

Date

02/23/18

For the Association


Phyllis Jackson, CSEA President #255

Date

2/23/18



BOARD OF TRUSTEES

ROB BUCHANAN
ROBERT HATCH
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LIZ PHILLIPS

Where a Dedicated Staff Means
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District Superintendent
WALTER CON
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Assistant Superintendent
DON NICHOLSON
Assistant Superintendent
KIRBY FELL
Chief Technology Officer

TO: Dr. Deborah Blow, Superintendent
Board of Trustees

FROM: Susan Salucci, Asst. Supt. of Human Resources

BOARD MEETING DATE: April 11, 2018

BOARD AGENDA ITEM: Ratification of Agreement with Orcutt Union School District
Confidential Employees, Certificated Management and Classified
Management.

BACKGROUND: The District has reached tentative agreement with confidential employees
and management for the 2017/2018 school year. Supporting
documentation is attached. Additional details of the agreement can be
found in the *AB1200 Public Disclosure of Proposed Collective
Bargaining Agreement* in the Business section of the April agenda. This
agreement provides a \$1280.00 “off schedule” salary increase
effective February 23, 2018 for all confidential and management
employees;

RECOMMENDATION: It is recommended that the Board of Trustees ratify the agreement with
Orcutt Union School District Confidential Employees and Management.

FINANCIAL IMPACT:	Increased cost to the District is:	One Time	Ongoing	Total
		\$52,305	0.00	\$52,305

The increased costs apply to the General Fund.



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BOARD OF TRUSTEES

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

MEMORANDUM OF UNDERSTANDING
between the
Orcutt Union Certificated, Classified, and Confidential Management Employees
and the
ORCUTT UNION SCHOOL DISTRICT
April 11, 2018


The following Agreement represents the full and complete agreement of the Orcutt Union Certificated, Classified and Confidential Management Employees and the Orcutt Union School District (hereafter "District") regarding compensation for the 2017/2018 school year.

The parties agree to the following terms:

1. A one-time "off schedule" salary payment of \$1280.00 per full time employee. Salary payment will be prorated for part-time employees.
2. The parties agree to the attached Tentative Agreements regarding Health/Welfare language in The Administrative/Management and Confidential Employees Agreements.

This Agreement becomes final upon ratification of the Association membership and adoption by the Orcutt Union School District Board of Trustees.

Dated: April 11


Dr. Debbie Blow, Superintendent

ORCUTT UNION SCHOOL DISTRICT

CONFIDENTIAL EMPLOYEES' AGREEMENT

Effective July 1, 2017

1. The terms of this agreement shall be in effect until June 30, 2018. Compensation will be determined annually by the Board for school each year.
2. The work year for the confidential positions identified below shall be as specified, inclusive of paid holidays in accordance with the California School Employees Association, Chapter #255 Contract (Association Contract) and paid vacation and leaves as indicated.

POSITION	WORK YEAR (# of Days)	VACATION (# of Days)
Confidential Administrative Assistant for the Superintendent	261	Per Association Contract
Confidential Administrative Assistant for the Assistant Superintendents in Business Services and Human Resources	261	Per Association Contract

3. A 15% difference between the salary of the Confidential Administrative Assistant for the Superintendent and the salaries of other Confidential Administrative Assistants will be maintained.
4. A 10.5% difference between the two Confidential Administrative Assistants and the Administrative Assistants category of the CSEA Salary Schedule shall be maintained. It is understood that this differential will increase if confidential employees receive a compensation adjustment higher than that received by the classified bargaining unit. It is further understood that confidential employees will not receive a smaller differential than the previous year.

Longevity increments will be compensated per Association Contract.

5. For Confidential employees hired on or before June 30, 2005, Medical and dental insurance plans will be compensated one-hundred percent (100%) for confidential employees and dependents.

For Confidential employees hired on or after July 1, 2005, medical benefits will be ~~80% paid by the District for two party and family coverage and 100% for single coverage.~~ **up to \$8160.00 for those who elect single coverage, up to \$12,700.00 for those who elect two party coverage, and up to \$17,779.00 for those who elect family coverage.**

6. The terms of this agreement are subject to the availability of funds.
7. In accordance with 1975/76 Resolution #J, Confidential Designation Under the Rodda Act, adopted by the Board of Trustees on March 10, 1976, benefits and compensation for confidential employees shall be not less than those received by members of the basic classified unit. The District agrees to provide

vision care (Vision Service Plan) through SISC. Dependent coverage is available; however the District's premium payment for VSP (Vision Service Plan) including dependent coverage is limited to that for the single rate.

8. Application of compensation is separate, distinct, and not tied to the Association Contract. Percentage increases for confidential employees shall not be less than percentage increases received by members of the classified bargaining unit.
9. If mutually agreed between the Board of Trustees and the confidential employees, this contract is subject to yearly review.

Adopted by the Board of Trustees April 11, 2018.



Deborah Blow, Ed.D., Superintendent

ORCUTT UNION SCHOOL DISTRICT
Administrative and Management Agreement
Effective July 1, 2017

- A. The terms of this agreement shall be in effect until June 30, 2018. Compensation will be determined by the Board of Trustees prior to the start of school each year. The 2017/18 Salary Schedules are attached.
- B. The work year for all positions covered by this agreement are stated in the Salary Schedules.
- C. Longevity increases shall be awarded to certificated management personnel after their 16th, 19th, 22nd, and 24th years in the district. Longevity increases shall be awarded to classified management after their 16th, 19th, 22nd and 24th years in the district per the Classified Management Salary Schedule attached. Current classified management who have not reached the first increment of this schedule will continue to receive classified longevity per the CSEA Classified Salary schedule until such time as they qualify to return to the Management Schedule.
- D. An additional \$1,000 shall be added to the salary benefits for management employees holding an earned Doctorate Degree.
- E. Intra-district mileage allowances per year will be as follows:

Principals	\$1100
Psychologists	\$1050
Other Classified and Certificated Directors	\$800-\$2400

- F. Cell phone reimbursement allowances per year will be as follows:

Administrators, Management, Classified & Certificated Director \$180-600

- G. For Administrative and Management employees hired on or before June 30, 2005, Medical and dental insurance plans will be compensated one-hundred percent (100%) for employees and dependents.

~~For Administrative and Management employees hired on or after July 1, 2005, medical benefits will be 80% paid by the District for two party and family coverage and 100% for single coverage.~~ **Effective July 1, 2017, the health insurance costs of administrators, certificated management, and classified management, will be up to \$8160.00 for those who elect single coverage, up to \$12,700.00 for those who elect two party coverage, and up to \$17,779.00 for those who elect family coverage.**

- 1. Delta Dental coverage for single, 2-party or family based on the selected plan
- 2. The District agrees to provide vision care (Vision Service Plan) through SISC. Dependent coverage is available; however the District's premium payment for VSP (Vision Service Plan) including dependent coverage is limited to that for the single rate at the current level.
- 3. Cancer and catastrophic care for family
- 4. \$50,000 life insurance policy

- H. Leave allocations follow the bargaining unit contracts.
- I. Extended Sick Leave
If a certificated administrative or management employee is absent from his/her duties on account of illness or accident for a period of five school months or less, he/she shall receive compensation of fifty (50) percent of his/her salary (Education Code 44983). The five month period shall run consecutively with the use of sick leave days.
- J. The terms of this agreement are subject to the availability of funds.
- K. If mutually agreed between the Board of Trustees and the management team, this contract is subject to yearly review.

Adopted by the Board of Trustees April 11, 2018



Deborah Blow Ed.D., Superintendent

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

2017/2018 RESOLUTION NO. 13

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

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

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

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

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

AYES:
NOES:
ABSTENTIONS:
ABSENT:

DATED: April 11, 2018

BOARD OF TRUSTEES
ORCUTT UNION SCHOOL DISTRICT

Dr. James Peterson, Board President

ORCUTT UNION SCHOOL DISTRICT
EXHIBIT A TO 2017/2018 RESOLUTION NO. 13

<u>SERVICES OR PROGRAMS TO BE ELIMINATED OR REDUCED</u>	POSITIONS FTE
Eliminate (3) part-time Bus Attendants	.70450 .59375 .55025
Eliminate (6) part time Instructional Assistants/PE	.3125 .3125 .3125 .3125 .0335 .1500
Total	3.282

Orcutt Union School District

2017/2018 Resolution No. 14 Classified School Employees Week

Whereas, the education of youth is essential to the future of our community, state, country and world; and

Whereas, classified employees work directly with students, educators, parents, volunteers, business partners and community members; and

Whereas, classified employees support the smooth operation of offices, the safety and maintenance of buildings and property, and the safe transportation, healthy nutrition and direct instruction of students; and

Whereas, our community depends upon and trusts classified employees to serve students; and

Whereas, classified employees, with their diverse talents and true dedication, nurture students throughout their school years

Now Therefore, Be It Resolved, that the Orcutt Union School District Board of Trustees and Administrators proclaims May 20-26, 2018 to be Classified School Employees Appreciation Week.

Be it Further Resolved that the Orcutt Union School District Board of Trustees strongly urges employees, parents and community members to join in this observance, recognizing the dedication and hard work of our classified employees.

Adopted this 11th day of April 2018.

Ayes:

President

Noes:

Absent:

Clerk

Member

Member

Member